

Price Rs. 21000/-

JAIPUR METRO RAIL CORPORATION LTD.

NIB No. 02/NIB/O&S/Civil/C&H/2014-15

Dated:- 05.05.2014

**“Mechanized cleaning and housekeeping works of
Mansarovar, New Atish Market, Vivek vihar, Shyam
Nagar and Ram Nagar Metro Stations”**

BID DOCUMENT



Jaipur Metro Rail Corporation Ltd.

2nd Floor, RSIC Wing, Udyog Bhawan,

C-Scheme, Tilak Marg, Jaipur, 302005

Website: www.jaipurmetrorail.in

Email: jmrc.gmoperation@gmail.com

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SECTION 1 NOTICE INVITING BID (NIB)

NIB No. 02/NIB/O&S/Civil/C&H/2014-15

Dated:-05.05.14

1.1 GENERAL

1.1.1

- (i) **Jaipur Metro Rail Corporation** invites Digitally Signed and Sealed Bids from interested and eligible housekeeping agencies for Mechanized cleaning and housekeeping works of **Mansarover, New Atish Market, Vivek Vihar, Shyam Nagar and Ram Nagar Metro Stations**.
- (ii) The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website www.jaipurmetrorail.in and state procurement portal i.e., www.sppp.raj.nic.in.
- (iii) Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.
- (iv) Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified below. The objective of this meeting is to address the queries of the prospective bidders related to the Work/ Bidding document.

1.1.2 The key details of the NIB are as follows:

KEY DETAILS

a.	Name of Work and NIB No.	:	Mechanized cleaning and housekeeping works of Mansarover, New Atish Market, Vivek vihar, Shyam Nagar and Ram Nagar Metro Stations NIB No. 02/NIB/O&S/Civil/C&H/2014-15
b.	Approximate Cost of work	:	Rs. 272 Lacs
c.	Bid Security Amount	:	Rs.5,44,000/- (by Demand Draft / Bankers Cheque and FDR, payable in favour of Jaipur Metro Rail Corporation Limited.
d.	Cost of Bid form (Non Refundable)	:	Rs.21,000/- (Rs. Twenty One Thousand Only), (Non-refundable) by Demand draft payable in favor of Jaipur Metro Rail Corporation Limited.

e.	E- Bidding Processing Fee (Non Refundable)		Rs.1000/- (Rs.One Thousand only) by Demand Draft / Bankers Cheque, payable in favour of MD, RISL Jaipur.
f.	Online Bid Document availability period	:	From date 05.05.2014 time 17:00 hrs to Date 03.06.2014 time 15:00 hrs
g.	Online Bid Document submission period	:	From date 28.05.2014 time 11:00 hrs to Date 03.06.2014 time 15:00 hrs
h.	Date & Time of opening of Online Technical Bid	:	Date 03.06.2014 Time 15:30 Hrs. (Access to online technical bid and its download shall be carried out at the O/o Director (O&S)).
i.	Date and Time of opening of online Financial Bid	:	Will be intimated later to technically qualified bidders through e-mail/phone
j.	Venue and Date of physical submission of Bid Cost, Bid Security and Processing Fee		O/o Director (O&S), Jaipur Metro Rail Corporation, 2 nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur. Up to 15:00 hrs. of 03.06.2014
k.	Last date of Seeking Clarification by the Bidder from Jaipur Metro Rail Corporation		Date 15.05.2014 Time 16:00 hrs
l.	Date and Time of Pre-Bid meeting		Date 22.05.2014 Time 11:30 hrs.
m.	Validity of Bid	:	120 days from the last date of submission of Bid.
n.	Stipulated date of Commencement of work	:	Within seven days from the date of issue of "Letter of Acceptance".
o.	Period of Completion	:	2 Years from the stipulated date of commencement.
p.	Authority and place for Pre-Bid Meeting, seeking clarifications etc.	:	Executive Director (Operations) 2nd floor RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur-302005, Tel:-0141-5192404 & 0141-5192408

1.1.3 DEFINITIONS

Agreement	The Contract Agreement to be executed between JMRC and Agency, subsequent to the Letter of Award, as per the format at Form-E of ITB.
Agency/Bidder	The Agency/Bidder engaged pursuant to this Bid for conducting the Work as per the Scope of Work defined in this Bid document.
Corporation	Jaipur Metro Rail Corporation Ltd.
JMRC	Jaipur Metro Rail Corporation Ltd.
Service	Shall mean Mechanized cleaning and housekeeping works of any Metro Station of JMRC, Jaipur as mentioned in Scope of Work.
LOA	Letter of Award – Letter form Corporation to selected Agency conveying selection and outlining the terms and rates for the work.
Bidder	The firm or company which submits proposal in response to this BID within the time prescribed for the purpose.
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC.
Contract Agreement Amount	The contract amount finally approved by JMRC for the entire work for the duration of the contract (and extended) pursuant to this Bid process, as mentioned in the LOA.
Work	The work of Mechanized cleaning and housekeeping works of any Metro Station of JMRC, Jaipur to be carried out as per the Scope of Work defined in this BID document.
CCA	Controller of Certifying Authorities.

1.2 POINTS TO BE NOTED

1.2.1 Bid document consists of the following:

- a. Notice Inviting Bid - consisting of
 - i. Notice Inviting Bid
 - ii. Scope of Work
 - iii. Bid prices
- b. Instructions to Bidders
- c. Special Conditions of Contract (SCC)
- d. General Conditions of Contract (GCC)
- e. Specifications.
- f. Bill of Quantities.

1.2.2 The Bidders may obtain further information in respect of these Bid documents from the office of Director (O&S), 2nd floor, RSIC Wing, Udyog Bhavan, C- Scheme, Tilak Marg, Jaipur-302005.

1.2.3 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in clause 20.0 of ‘Instruction to Bidders’ and /or minor deviation without quoting the cost of withdrawal shall be considered as non responsive and shall be summarily rejected.

1.2.4 Jaipur Metro Rail Corporation reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the Jaipur Metro Rail Corporation for rejection of his proposal.

1.2.5 Bidder is to carry out their self assessment in respect of their capacity in terms of manpower, machine and finance. He is to indicate separate set of manpower, machinery in different Bids. Once a Bid is accepted, resources required for its

execution shall not be considered for assessment of other Bid. The Bidder is to consider + ve or - ve in the annual value or work to be executed to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work may also be reduced on account of poor performance and Bidder shall have no right for any claims due to reduction in scope of work.

1.3 Minimum Eligibility Criteria :- The bidder should meet all the eligibility criteria as mentioned below:-

- (a) Firm shall INITIALLY be filtered on the basis of following criteria

INITIAL REQUIREMENTS :-

S. No.	Criteria
1	Firm should not have abandoned any work in last five years.
2	Bidder's Contract with any organization should not ever been terminated due to poor performance.
3	Bidder's Security Deposit should not ever been forfeited by any Government/ Semi Government/PSU/MRTS.
4	Bidder should not have been involved in frequent litigation in last five years.
5	Bidder should not have suffered Bankruptcy/ insolvency in last five years.
6	Bidder should not have been blacklisted by any organization.
7	Bidder should not submitted any misleading information in the application.
8	Bidder should be financially sound to perform the work.
9	Bidder's Net Worth should not be negative.
10	Bidder should be able to certify that no agent/ middleman has been or will be engaged nor that any agency or commission has been or will be paid.

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

(b) Work Experience : - (Physical requirement)

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

- (i) Three similar completed works each costing not less than the amount equal to Rs.109/- lacs (40% of the estimated cost Rs. 272/- lacs)
Or
- (ii) Two similar completed works each costing not less than the amount equal to Rs.136/- lacs (50% of the estimated cost. Rs. 272/- lacs)
Or
- (iii) One similar completed work each costing not less than the amount equal to Rs. 218/- lacs (80% of the estimated cost. Rs. 272/- lacs)

(c) Financial Standing (Average Annual Turnover) :

The Average Annual Turnover of Applicant during each of last three audited financial years should not be less than Rs.109/- lacs.

- (d) The Bidder should have minimum five years experience of Mechanized cleaning and housekeeping works of any Metro Station, Indian Railways station, Airport, Government Hospital associated with Medical College, Central Bus stand at the state Capital(s), Central /State Government / PSU Head Quarter office having working staff of more than 1000 employees OR of the House of State Assembly / Parliament.

- (e) Definition of similar work:- Mechanized cleaning and housekeeping works of any Metro Station, Indian Railways station, Airport, Government Hospital associated with Medical College, Central Bus stand at the state Capital(s), Central /state Government / PSU Head Quarter office having working staff of more than 1000 employees OR of the House of State Assembly / parliament.

(f) Other Eligibility Requirements

Bidder should meet other eligibility requirements as per following –

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	The bidder firm should be in existence at least for last five years excluding the current financial year (i.e. formed on or before 01.04.2009).	a. Copy of Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. b. Copy of Articles of Association & Memorandum of Association (if applicable) c. Income Tax Registration (Copy of PAN Card) d. Copy of Service Tax Registration number (along with copy of latest challan and Return both) e. Profile of the firm including the related activities done in last five years along with copies of work orders. f. Self certified copy of the statement of Bank Account for the Last Six Months in the name of bidding firm.
ii.	The bidder should have the following registrations: a) Registration certificate and licence Number under Contract Labour (Regulation & Abolition) Act, 1970 b) Under Employees' Provident Funds and Miscellaneous Provisions Act, 1952. c) Under Employees' State Insurance Act, 1948.	Enclose copy of below mentioned documents. A. Registration certificate for 'a', 'b', & 'c' B. Copy of latest challan and return both for 'b' and 'c' obtained in the name of Firm (not in individual name).

Note:-

- a. For point no. (i) and (ii), in case of bidder is consortium, the above documents shall be mandatorily submitted for all the constituent members.
- b. All uploaded documents need to be digitally signed, else such documents shall not be considered.

Director (Operations & System)

SECTION 2

SCOPE OF WORK

2.0 The Bidder will execute Mechanized Cleaning and house keeping works with the suitable, uniformed and trained personnel with the use of modern equipments, machinery and eco- friendly chemicals for the following works in stations:

2.1.1 Cleaning and housekeeping Works consisting of: -

Cleaning of Floor areas, Vertical finishes, Roof arches, Roof ceilings, Glass areas, Doors, windows, Rolling shutters, Railings, False ceilings, False floorings, Bitumen surfaces, Pavements, Kerb stones, walls, Pillars, Hand rails, Mirrors, Ceramic / concrete Jalli and Toilets etc. of the following areas: -

- a. Concourse,
- b. Platform
- c. Passages
- d. Circulating area
- e. Pavement
- f. Roads
- g. All rooms and other areas including corridors.
- h. Stair cases
- i. Bath rooms and Toilets
- j. Entry/Exit Area

Note :- The list is not exhaustive. Contactor is required to cover the complete station area.

2.1.2 Cleaning and washing of Track plinths within the station Boundary of Up and Down Tracks.

2.1.3 Cleaning of over head water tanks.

2.1.4 Sanitation of bathrooms and Toilets including supply of necessary items if available.

2.1.5 Minor plumbing in the entire station area.

2.1.6 Cleaning & Attention of all the Drains available in the station area.

2.1.7 Pest control, Mosquito control & Rodent control of the entire station area including all rooms.

2.1.8 Cleaning of Traction, E&M, Signaling, Telecommunications, and AFC & Miscellaneous items available in Station premises.

- a. Cleaning of lighting Fixtures & Accessories
- b. Cleaning of Fans
- c. Cleaning of D.G. sets & connected equipments
- d. Cleaning of Air conditioners
- e. Cleaning of All HT & LT Equipments available in ASS room
- f. Cleaning of all LT equipments available in LT switch room
- g. Cleaning of All Equipments available in UPS room (Electrical and Signaling Rooms)
- h. Cleaning of Equipments in Signaling room
- i. Cleaning of Equipments in Telecommunication room
- j. Cleaning of all Automatic Fare collection equipments
- k. Cleaning of all Equipments available in Station Control Room, booking Offices, Excess Fare Office
- l. Cleaning of All Equipments available in Pump room

- m. Cleaning of Lifts
- n. Cleaning of Escalators
- o. Cleaning of portable fire extinguishers/Smoke detectors/ Fire detectors
- p. Cleaning of Telephones sets & accessories
- q. Cleaning of Computers and accessories
- r. Cleaning of Signage boards/Notice boards
- s. Cleaning of furniture provided in all rooms/offices
- t. Cleaning of Office equipments
- u. Cleaning of Fire Hydrants, Fire Panels, All type of pipes, Valves etc
- v. Cleaning of All Switch Boards, Panel Boards.
- w. Cleaning of Security equipments like Metal detectors, X-ray machines etc.
- x. Cleaning of Automatic Hand Driers, Liquid Soap Dispensers etc.
- y. Cleaning of all miscellaneous equipments as available or being provided from time to time.

2.2 Time Schedule

The contract period for execution of the above mentioned works is for **2 years** from the Day of Commencement of Work. The work shall commence within 7 days from the date of issue of letter of acceptance.

- 2.3 Jaipur Metro Rail Corporation may plan, ISO-14001 & OHSAS 18001 for Environment, Health & safety. The Cleaning & Housekeeping works are to be carried out as per International norms/standards and in such a manner that all premises always look neat & Clean. Eco friendly chemicals /Reagents to the extent possible shall be used. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.
- 2.4 Jaipur Metro Rail Corporation is looking for a Mechanized type of Cleaning.
- 2.5 No overtime is considered to achieve higher level of safety standards .The Bidder should consider execution of work in three shifts of 8 hrs each.. The agency must ensure timely payment of salary, PF, ESI etc. and prompt medical facility to sick/injured and to all staff. In case of death of staff, the agency is to deposit Rs.100000/- in Jaipur Metro Rail Corporation Labour Welfare Fund to enable Jaipur Metro Rail Corporation to release Rs.200000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority as per the statutory requirement. Violation of these basic provisions shall attract a penalty of 5% of annual contract value and repeated violations shall lead to termination of contract.

SECTION 3

BID PRICES AND SCHEDULE OF PAYMENT

3.1 Bid Prices

3.1.1

- a. Unless explicitly stated otherwise in the Bid Documents, the Bidder shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and payment shall be made as per accepted rates based on the activities carried out as in the Schedule of work Annexure- A,B,C,D &E (Specifications).
- b. The rates quoted by the Bidder is inclusive of all duties, taxes, fees, octroi and other levies, materials, labour, liveries and uniform etc.
- c. Rates for the estimate are based on minimum wages of May-2013 Rajasthan Extra Ordinary Gazette notification.

3.1.2 Schedule of Payment

The payment will be made on a monthly basis as per the accepted rates based on the activities carried out as in the Schedule of work Annexure – A, B, C, D and E of specifications of Bid document.

3.1.3 Terms & Process of Bill Payment

- a. All the terms & conditions of the bills for payments purpose should be strictly complied with in accordance with the guide lines, issued by the competent authority from time to time.
- b. A certificate as per Annexure –X enclosed should strictly be provided with each bill for each Metro Station.

MECHANIZED CLEANING & HOUSEKEEPING CONTRACT FOR MANSHAROVER, NEW ATISH MARKET, VIVEK VIHAR, SHYAM NAGAR AND RAM NAGAR METRO STATIONS
INSTRUCTIONS TO BIDDERS (ITB)

General Guidelines :-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- B. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document (including General Conditions of Contract), Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Digitally Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document will not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- C. Bidders may be single firms or may be members of a consortium. Bidders may read carefully the directions concerning the requirements for consortiums.
- D. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned digitally signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- E. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- F. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the website. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- G. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities. Further, bidders may not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure, etc. JMRC reserves the right to approach previous clients of the Bidders to verify/ascertain client's performance.
- H. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that

JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.

- I. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.
- J. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website www.jaipurmetrorail.in or state procurement portal www.sppp.raj.nic.in for any kind of latest Information, Addendum, Clarification, etc.
- K. Words “Tender” and “Bid” have been used interchangeably in this Bid Document.

1.0 INTRODUCTION

Sealed Open Bids are invited from the interested & eligible Bidders for the Contract C&H-01/2014, for Mechanized Cleaning and housekeeping of Mansarovar, New Atish Market, VivekVihar, Shyam Nagar and Ram Nagar Metro Stations of Jaipur Metro Rail Corporation Limited, hereinafter called the ‘Employer’, for Works in accordance with this Bid Package. The Bid papers consist of the following documents, along with their annexures, appendices, addenda and errata if any

- **Volume-1**
 - Notice Inviting Bid (NIB)
 - Instructions to Bidders (ITB)
 - Special Conditions of Contract (SCC) (General and Technical)
- **Volume-2**
 - Specifications
 - Schedule of works – Annexure –A, B, C, D and E of specifications of Bid document
 - General Conditions of Contract
- **Volume-3**
 - Bill of quantity pertinent to individual station.

Bids shall be prepared and submitted in accordance with the instructions given herein.

- 1.2 Relevant address for correspondence relating to this Bid is given below:

Director (Operations & Systems)), 2nd floor, RSIC Wing Udyog Bhavan, Tilak Marg,C-Scheme, Jaipur-302005.

- 1.3 Some essential data/requirements pertaining to this Bid along with reference to Clause number of this volume where full details have been given are detailed below.

- a. “Bid Security” to be furnished by the Bidder (Clause 12.0 of ITB):
Rs 5,44,000/-
- b. Last date for issuing amendment, if any _____
- c. Bids are to be submitted through online Bidding system of www.eproc.rajasthan.gov.in only.
- d. Date of opening of the Bid Package (Clause 17.0 of ITB): _____ at _____
- e. Period for which the Bid is to be kept valid (Clause 11.1 of ITB): 120 days from the last date of submission of Bid.
- f. Period of commencement of work (Form A of ITB): 7days from the date of issue of Letter of acceptance".
- g. Contract Period (Form A of ITB): For 2 years.

1.4 Who can Apply

- 1.4.1 Bidder may apply themselves or in Partnership/Joint Venture/Consortium. Requirements from consortium are checked out in Clause 2.2.2 & 2.3
- 1.4.2 Bidder, if being a company, should be registered with the Registrar of Companies, under the Indian Companies Act, 1956 or Companies Act, 2013.
- 1.4.3 Bidder should have a valid registration with EPFO, ESIC and Service Tax Department and under contract labour (Regulations and Abolition) Act, 1970.

2.0 PREQUALIFICATION REQUIREMENTS ;

2.1 Minimum Eligibility Criteria

(a) Work Experience:

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

- i. Three similar completed works each costing not less than the amount equal to Rs. 109/- lacs.

Or
- ii. Two similar completed works each costing not less than the amount equal to Rs. 136/- lacs.

Or
- iii. One similar completed work costing not less than the amount equal to Rs.218/- lacs..

(b) Financial Standing (Average Annual Turnover) :

The Average Annual Turnover of applicant during each of last three audited financial years should not be less than Rs. 109/-lacs.

- (c) The Bidder should have minimum five years experience of Mechanized cleaning and housekeeping works of any Central Government / State Government / Central PSU / State PSU Owned Metro Station, Indian Railways station, Airport, Government Hospital associated with Medical College, Central Bus stand at the state Capital, Head Quarter office having working staff of more than 1000 employees OR of the House of State Assembly / Parliament.
- (d) Definition of similar work:-Mechanized cleaning and housekeeping works of any Central Government / State Government / Central PSU / State PSU Owned Metro Station, Indian Railways station, Airport, Government Hospital associated with

Medical College, Central Bus stand at the state Capital, Head Quarter office having working staff of more than 1000 employees OR of the House of State Assembly / Parliament.

- (e) Bidder needs to carry out their self-assessment in respect of their capacity in terms of manpower, machine and finance. He is to indicate separate set of manpower, machinery in different Bids. Once a Bid is accepted, resources required for its execution shall not be considered for assessment of other Bid. The Bidder is to consider + ve or – ve variation in the annual value to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work on other station of phase-I at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work or number of stations may also be reduced on account of poor performance and Bidder shall have no right for any claims due to reduction in scope of work.

All Bids submitted shall include the following information:

- 2.2.1 General information of the Bidder shall be furnished in Form T-I. Certified Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or, if a joint venture including consortium, details of each party thereto constituting the Bidder will also be required to be furnished. All the group members in a joint venture will be jointly and severally responsible for the performance under the contract.
- 2.2.2 In the case of Bid by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed (Form T-I) along with the documents as mentioned therein. The following requirements shall also be complied with
- a. There can be a maximum of 3 (three) members in a consortium.
 - b. The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any bidder / consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the consortium.
 - c. The Bidder and in the case of a successful Bid, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/ constituents as the case may be.
 - d. In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners. In case of consortium, it will similarly authorize a person to be In-charge and his authorization shall be evidenced by a power of attorney in favor of that person.
 - e. The partner In-charge or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.
 - f. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally responsible for the execution of the Contract in accordance with

the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of a successful Bid).

- g. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.
 - h. A copy of the agreement entered into by the joint venture/ consortium partners shall be submitted along with the Bid.
- 2.3 In case the Bidder is an Association, Consortium or Joint Venture, the Bidder shall provide the following:
 - a. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:
 - b. Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorized signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.
 - c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - d. Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.
- 2.4 The Bidders to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the Bid to commit the Bidder or each member of the partnership, consortium or joint venture.
- 2.5 Each page of Bid shall be signed by the authorized signatory of the Bidder. Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 13.0 of ITB.
- 2.6 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Bid/contract shall be communicated forthwith in writing by the Bidder to the Engineer and the Employer.
- 2.7 Any information found incorrect or suppressed, the Bid may not be considered or contract will be cancelled without any financial claim/arbitration from the Bid. The applicant is required to certify in the statement placed at Annexure – X of ITB.
- 2.8 Each Bidder, or any associate will be required to confirm and declare in the Bid submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that Bid price will not include any such amount.

3.0 COST OF BIDDING

- 3.1 The agency shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

4.0 SITE VISIT

- 4.1.1 Any site information / schedule of works given in this Bid document is for guidance only. The Bidder is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract.
- 4.1.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

BID DOCUMENTS

5.0 CONTENTS OF BID DOCUMENTS

- 5.1 The Bidder is expected to examine carefully all the contents of the Bid documents as mentioned in Sub-clause 1.0 of ITB including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids that are not responsive to the requirements of the Bid documents will be rejected.

6.0 AMENDMENT TO BID DOCUMENTS

- 6.1 At any time prior to the deadline for the submission of Bids, the Engineer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid documents by an amendment.
- 6.2 The said amendment in the form of an addendum will be available on web site and can be downloaded. The prospective vendor needs to keep himself updated by visiting the Jaipur Metro Rail Corporation website /www.eproc.rajasthan.gov.in website regularly before the date of submission of Bid.
- 6.3 In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of Bids as specified at Sub-clause 15.0 of ITB.

PREPARATION OF BIDS

7.0 LANGUAGE OF BID

- 7.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and the Employer/Engineer shall be in the English language. The documents submitted by the Bidder will not be returned by JMRC to Bidder.

8.0 DOCUMENTS COMPRISING THE BID (Bid Requirements)

8.1 BID PACKAGE

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

Technical Bid

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

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

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

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

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

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

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

- 8.1.5 The bidder shall be required to enclose the Check List for submission of bid as in Annexure–I ‘A’ of the ITB.
- (a) Self Attested copy of the latest sale tax/VAT registration certificate (STRC/VATRC) and copy of Latest Sales Tax/ VAT Return and registration with contract cell of Sale Tax Department as per Rajasthan Sale Tax Act 1999/VAT Dept and attested copy of PAN No. under income Tax Act is required to be submitted. In case of Joint venture/consortia, STRC/VATRC is required to be submitted by all partners of the firm. For STRC/ VATRC the foreign based Bidders shall be required to submit the necessary documents as applicable to them according to Rajasthan Sales Tax Act’ 2005 Rajasthan VAT act, the party who is executing work in Jaipur has to have registration with VAT authorities of Jaipur. If a Bidder is from outside Rajasthan intends to participate in Jaipur Metro Rail Corporation Bid, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Rajasthan VAT authorities, in the event of issue of Letter of Acceptance to the Bidder and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Jaipur Sales Tax/ Rajasthan VAT department, EPF authority, PAN No etc first payment shall not be released.
 - (b) Bid documents as listed below:
 - i. Notice Inviting Bid
 - ii. Instructions to Bidders.
 - iii. Special Conditions of Contract
 - iv. Specifications
 - v. Jaipur Metro Rail Corporation’s General Conditions of Contract
 - (c) The methods proposed to execute the activities covered in the Scope of Work, including such detailed information as deemed relevant.
 - (d) Bid Work Schedule

The detailed programme planned to carry out the activities as per frequency mentioned in Schedule of works Annexure–A, B, C, D & E of specifications
 - (e) Statement of deviations from Bid documents (Form C)
 - (f) Experience record on Mechanized Cleaning and housekeeping of Buildings; work shops; Industrial buildings etc. completed during the last five years and in progress on date may be furnished in the format prescribed (Form T-II).
 - (g) The number of staff required are given in Form T-III. The name, background and professional experience of each key staff member to be assigned to the Proposed work, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months (Form T-III).
 - (h) The details of different type of machines required are given in Form T IV. Details of Machinery & Equipment assessed as required for the Bided Work as well as those available as on date by name and chassis no. to be furnished, in the format prescribed (Form T-IV).All equipments and machines employed in Mechanized cleaning and housekeeping works shall be of latest version make and model. All the machines should be brand new. Details about the capacity to keep the equipments in good fettle to be furnished.

- (i) The Bidders shall submit their corporate quality Policy document duly signed by their corporate head or any other authorized person.
- (j) Form of Bid and Appendix there of (Form A).
- (k) Proposed Eco friendly Reagents/Detergents/Chemicals (Form-T-VI)
- (l) Detailed Mechanized Cleaning & Housekeeping Procedures for each items mentioned in the Scope of the Work & Special Conditions of Contract.
- (m) Registration Certificate with applicable Labour Department.
- (n) Service Tax Registration Certificate.
- (o) Certificate By Bidder. (Annexure 'X')

Bidders may attach clearly marked and referenced continuation sheets in the event that the space provided in the Evaluation Performs are insufficient.

Financial/Commercial Bid:-

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

- 8.2 The prices shall be entered in the Form of Bid and the BOQ template as uploaded on the website. These prices should include all costs associated with the contract.
- 8.3 Documents to be submitted by the Bidder under Bid package have been described under the respective Clauses 8.0 of ITB also refer check list as per Annexure – I 'A' of ITB. This list of documents has been prepared mainly for the convenience of the Bidder and any omission on the part of the Employer shall not absolve the Bidder of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- 8.4 All documents issued for the purposes of Bidding as described in Clause 1.0 of ITB, and any amendments issued in accordance with Clause 6.0 of ITB shall be deemed as incorporated in the Bid.
- 8.5 In case of a joint venture/consortium, information as required under clause 2.2.2 & 2.3 of ITB, in respect of each partner/company including Forms T-II to T-VII will be required to be furnished. Additional sheets may be used wherever necessary.

9.0 BID PRICES

- 9.1 Bidder is required to quote for items as per Bid documents. The Bidder should submit his Bid, which conforms to Bid documents, without material deviations or reservations. Where, however, the Bidder gives his financial offer subject to certain conditions qualification, deviations etc. he shall provide in a separate schedule (Form C), the increase or decrease in the Bid price for the unqualified withdrawal of such conditions. Bids not accompanied by such schedule shall be considered as conditions /deviations withdrawn. Bidder shall further note that except for deviations listed in Form C the Bid shall be deemed to comply with all the requirements in the Bid documents including employer's requirements without any extra cost to the employer irrespective of any mention to the contrary, anywhere else in the Bid.

- 9.2 The Rate and Prices quoted by the Bidder, will include all tax liabilities and the cost of insurance to this contract and pertinent to the specified work and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labour, material components, plant, and other general variations, in accordance with the procedure specified in Special Conditions of Contract. The price adjustment provisions will not be taken into consideration in Bid evaluation.
- 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 contract in respect thereof, which may arise.
- 9.3 The rate quoted shall be reasonable and not unbalanced. Should the Engineer come across any unbalanced rates, he may require the Bidder to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the rates to be unbalanced, he may ask the Bidder for additional Performance Security or other safeguards to protect Employer's interest against financial loss. Should the Bidder fail to comply with this, his Bid shall be liable to be rejected by the Employer.
- 9.4 The Bidder shall keep the contents of his Bid and rates quoted by him confidential.
- 9.5 The Bidder shall utilize Indian Labour, staff and materials to the maximum extent possible in execution of Works.
- 9.6 The Bidder should indicate the total amount taken into account of the elements of sales tax on works contract amount, sales tax, Excise duty and custom duty as quoted in the total Bided amount. The successful Bidder should arrange for refund of taxes and duties paid or would have been paid to the fullest extent JAIPUR METRO RAIL CORPORATION is entitled as per clause 11.1.2 of General Condition of contract. All records for payment of sales tax on works contract, sales tax, custom duty and Excise duties and Service Tax etc. paid by the successful Bidder during execution of contract will be maintained to facilitate refund of taxes and duties for JAIPUR METRO RAIL CORPORATION. In case the amount of any of these taxes/duties actually paid and exemption availed by the successful Bidder is less than what has been indicated by them in their offer, the difference of the same will also be paid to JAIPUR METRO RAIL CORPORATION. The effect of variation in quantities both +ve and -ve will be dealt separately.
- 9.7 Income Tax, Work Contract Tax/TDS, Service Tax and other statutory deductions as applicable will be deducted from every monthly bill by JMRC.

10.0 CURRENCIES OF THE BID

- 10.1 Bid prices shall be quoted in Indian Rupees only.

11.0 BID VALIDITY

- 11.1 The Bid shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of Bid.
- 11.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer/the Engineer may request the Bidders for a specified extension in

the period of validity. The request and the response thereto shall be made in writing or by telefax. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security correspondingly.

12.0 BID SECURITY

12.1 The Bidder shall furnish, as Bid Security, an amount as mentioned in Clause 1.3 of ITB and clause 1.1.2 of NIB.

12.2 The Bid Security shall be deposited through Bankers cheque /DD of nationalized Bank in the name of Jaipur metro rail corporation, Jaipur. The Bidder needs to upload scanned copy of DD/Bankers cheque at website <http://eproc.rajasthan.gov.in> for e-Biding.

12.3 Any Bid not accompanied by an acceptable Bid Security shall be summarily rejected as being non-responsive.

12.4 The Bid securities of unsuccessful Bidders shall be discharged/returned by the Employer as promptly as possible but not later than 30 days after the expiration of the period of Bid validity as defined in Clause 11.1 of ITB. In this connection, Clause 25.3 of ITB may also be referred to.

12.5 The Bid Security of the successful Bidder shall be returned upon the Bidder executing the Contract Agreement and after furnishing the required performance guarantee for performance, as mentioned in Clause 27.0 of ITB.

12.6 The Bid Security shall be forfeited:

- a. If a Bidder withdraws his Bid during the period of Bid validity, or
- b. If the Bidder does not accept the correction of his Bid price in terms of Clause 22.0 of ITB or
- c. In the case of a successful Bidder, if he fails to:
 - i. Furnish the necessary performance guarantee for performance as per Clause 27.0 of ITB.
 - ii. Commence the work as per terms & conditions of Bid after issuance of LOA
 - iii. Enter into the Contract within the time limit specified in Clause 26.0 of ITB

12.7 No interest will be payable by the Employer on the Bid Security amount cited above.

13.0 FORMAT AND SIGNING OF BIDS

13.1.1 If the Bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address, telephone No. Fax no. and email if any.

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

- 13.1.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Bid.
- 13.1.4 If a Bid is submitted by a joint venture or consortium of two or more firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the Bid as to which one of the firms shall have the responsibility for Bidding and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for Bidding, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium in the Bid shall be furnished along with the Bid. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 2.2.2 & 2.3 of ITB may be referred to in this connection.
- 13.2. The documents required to be submitted by the Bidder will be as described under Clause 8.0 of ITB herein. (Also refer check list as per Annexure – I ‘A’ of ITB)
- 13.3 Entries to be filled in by the Bidder shall be typed or written in indelible ink. The person submitting the Bid along with the date of signing should sign each page of such document in full at the bottom. The person submitting the Bid along with the date of initialing should initial each page of printed documents at the bottom.
- 13.4 In case of all documents listed in Clause 8.0 above, the person signing/initialing the documents shall be one who is duly authorized in writing by or for and on behalf of the Bidder and/or by a Statute Attorney of the Bidder. Such authority in writing in favour of the person signing the Bid and/or notarially certified copy of the Power of Attorney as the case may be, shall be enclosed along with the Bid.
- 13.5 The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Bidder. The person signing the Bid shall initial all amendments/corrections.
- 13.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

14.0 SEALING AND MARKING OF BIDS

- 14.1 Online Bids will have to be digitally signed and submitted in a time stamped electronic sealed box on <http://eproc.rajasthan.gov.in> the manner as described in 15.0
- 14.2 **ONLINE SUBMISSION:**
The Bid to be submitted in two envelopes method on <http://eproc.rajasthan.gov.in>. It shall comprise of:-
- (a) Complete Bid document along with addendums/amendments issued and uploaded by the department on the above website.
 - (b) Bid form and schedule for pre-qualification bid.
 - (c) Supporting documents (scanned electronic copies)
 - (d) Bid forms and schedules.

Deadline for Submission of Bids:- Bids shall be received online on website <http://eproc.rajasthan.gov.in> with uploading all relevant document not later than the time and date communicated by the department or extended date thereof.

14.3 Pre-Bid/Pre-bid Meeting.

- 14.3.1 A Pre-Bid meeting shall be held on the date and location given in the clause 1.1 of the NIB.
- 14.3.2 The purpose of meeting will be to clarify issues and to answer the question on any matters that may be raised at that stage.
- 14.3.3 The Bidder is requested to submit any question in writing or by facsimile, to reach the employer not later than the last date of seeking clarification as mentioned in key details of NIB.
- 14.3.4 The text of the questions raised by the Bids and the response given will be transmitted without delay to all purchasers of the Bids documents. Any modification of Bid documents, which may become necessary as result of the Pre-Bid meeting shall be made by the employer exclusively the issue of an Addendum/clarification.
- 14.3.5 Non attendance at the Pre-Bid/Pre-bid meeting will not be a cause for disqualification of a Bidder.

15.0 SUBMISSION OF BIDS

- 15.1 Submission of bids only through online process is mandatory for this Bid. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 15.2 The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.
- 15.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 15.4 Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/BC/BG (Cost of Bid Form, E-Bid Processing Fee & Bid Security). However, DD/BC/BG for Cost of Bid Form, E-Bid Processing Fee & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIB.

**Director (Operations and Systems)
Jaipur Metro Rail Corporation,
IInd floor, RSIC Wing,
Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005.**

- 15.5 JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

- 15.6 Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- 15.7 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <https://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.
- 15.8 The documents listed in ITB clause along with the addendum's uploaded till the date of bid of submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid to documents shall be digitally signed.
- 15.9 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.
- 15.10 All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain tempering of BOQ templates, may **BE LIABLE FOR REJECTION**.
- 15.11 Any bid after the deadline of time, will not be received on website.
- 15.12 A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

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

- i. Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
- ii. Bid form, formats, proformas, annexure(s) duly filled and signed.
- iii. Supporting documents to substantiate eligibility
- iv. Scanned copies of financial instruments (Cost of Bid Form, Bid Security, Performance Guarantee)
- v. Any other documents, Bidder deem fit but NOT the Commercial Bid/BOQ.

All such annexures should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

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

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

This Part should contain the Financial Bid in the prescribed Format. Rate quoted should be as per clause 9.2 to 9.6 & 8.0 of ITB.

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

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

c) Submit the Technical and Financial Bid Online

16.0 LATE/DELAYED BIDS

- 16.1 Any bid after the deadline of time, will not be received on website.

BID OPENING AND EVALUATION

17.0 BID OPENING

- 17.1 The duly authorized Committee of JAIPUR METRO RAIL CORPORATION will open the Bids in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of Bid opening, if the Bidder wishes. The Bids shall be opened in two stages. In first stage the **Technical Bid** shall be opened and evaluated. The **FINANCIAL/COMMERCIAL BID (BOQ)** shall be opened of responsive Bidders pre-qualified by competent authority in the evaluation of Technical Bid at a later date, which will be informed to all responsive and pre-qualified Bidders.
- 17.2 In first stage, pre-bid of the Bids will be opened. The Bidders' names, the presence (or absence) of Earnest Money, and other details such as deviations proposed in Covering letter, financial & technical eligibility etc. will be announced by the Bid Opening Committee at the time of opening or same shall be available at the web-site.
- 17.3 Preliminary Examination of Bids
The contents of the pre-bid documents of the individual Bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any Bid not conforming to any of these requirements may be disqualified forthwith at the discretion of JAIPUR METRO RAIL CORPORATION.

18.0 PROCESS TO BE CONFIDENTIAL

- 18.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

- 18.2 Any effort by a Bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the Bidders Bid.

19.0 CLARIFICATION OF BIDS

- 19.1 To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask Bidders individually for clarification of their Bids, including breakdowns of prices. The request for clarification and the response shall be in writing or by telefax but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of Bids in accordance with Clause 22.0 herein.

20.0 DETERMINATION OF RESPONSIVENESS

- 20.1 Prior to the detailed evaluation of Bids, the Engineer will determine whether each Bid is responsive to the requirements of the Bid documents.
- 20.2 For the purpose of this Clause, a responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, the Employer's rights or the Bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price. Minor deviation may be brought out in Form C.
- 20.3 If a Bid is not substantially responsive to the requirements of the Bid documents or if the cleaning methods proposed by the Bidder are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Bidder by correction or withdrawal of the non-conformity or infirmity.
- 20.4 The decision of the Engineer/Employer as to which of the Bids are not substantially responsive or have impractical / methods or Programmes for execution shall be final.

21.0 EVALUATION OF BID

- 21.1 The Employer will, keeping in view the contents of Clause 2.1 to 2.8 & 8.0 of ITB, carry out technical evaluation of submitted technical proposals to determine that the Bidder has a full comprehension of the work of the contract. Where a Bidder's technical submittal has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected.
- 21.2 All technically acceptable Bids will be eligible for consideration of their financial proposals. The Firms who get technically qualified will be intimated by the Jaipur Metro Rail Corporation. The financial proposal shall be evaluated to determine the lowest Bidder/ bidder.
- 21.3 The evaluation of Financial Proposals by the Employer / Engineer will take into account, in addition to the Bid amounts, the following factors:

- a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0
 - b. Such other factors of administrative nature as the Employer/Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 21.4 a) Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in Bid evaluation.
- b) The Jaipur Metro Rail Corporation reserves the right not to consider any deviation that in the sole discretion of the Jaipur Metro Rail Corporation is found unacceptable. Jaipur Metro Rail Corporation shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.
- 21.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in Bid evaluation.
- 21.6 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.
- 21.7 The duly authorized Engineer / Committee reserves the right to ask for submission of the source of procurement for the materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JAIPUR METRO RAIL CORPORATION shall be at liberty to forfeit the said earnest money absolutely.
- 21.8 If deemed necessary all the pre qualified bidders shall be asked to adopt a new set of design/specifications/General arrangement(s) for the desired component(s) etc. after the technical evaluation, in an effort to bring all the terms & conditions, specifications, layouts, designs etc. on a common Ground for all bidders. Along with this an opportunity shall be given to submit revised financial offers on the revised terms, conditions, designs etc. amended by the department. If revised financial offers are taken, the original financial offers shall not be opened.
- Without prejudice to the changes asked herein along with the revised financial offer, the bidders shall be responsible for cost of all related components or accessories (even if not identified at this level of scrutiny) required to complete the job in all respect with the desired changes, at his revised price quoted. In this case only those pre qualified bidders who have submitted the bids on due date of submission shall be allowed to submit the revised financial offer.

22.0 CORRECTION OF ERRORS

- 22.1 The original financial offer or the revised financial offer as the case may be, of all qualified bidders determined responsive will be opened at a date notified to all qualified bidders.

The authorized Bid opening committee of JAIPUR METRO RAIL CORPORATION, Jaipur office will open the price bid.

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

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 22.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected and the Bid Security forfeited.

AWARD OF CONTRACT

23.0 AWARD CRITERIA

- 23.1 Subject to Clause 9.3 and 21.0, the Employer will award, the Contract to the Bidder, whose Bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the Bid documents and **whose evaluated Bid price is determined to be lowest.**
- 23.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the least rates shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.

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

- 24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Employer's action.

25.0 NOTIFICATION OF AWARD

- 25.1 Prior to the expiry of the period of Bid validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful Bidder by E-mail/fax, to be confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Bidder in consideration of the execution, completion of the works by the Bidder as prescribed by the Contract (hereinafter and in the conditions of Contract called

'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within three days from the date of issue of LOA by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

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

25.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 25.1, the employer will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

26.0 SIGNING OF AGREEMENT

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

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

- a. Performance Guarantee
- b. Power of Attorney
- c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
 - i. Percentage Participation of each member/partner
 - ii. Joint and several liability of the partners

27.0 PERFORMANCE SECURITY

27.1 The successful Bidder shall furnish to the Employer a performance security in the form of a bank guarantee for an amount of 10% of the Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. The validity shall be six months beyond expiry of contract. The Bank Guarantee has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form D) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 26.0.

27.2 Failure of the successful Bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.

28.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORM OF BID

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

29.0 Corrupt & Fraudulent Practices

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

Defines, for the purpose of these provisions, the terms set forth below as follows: -

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

APPENDIX I ‘A’**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH
THE TECHNICAL BID**

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

Name of the Bidder - _____

S/N	Item	Bid Stipulations (if any)	Submission / Compliance Requirement	Reference Page No. in the Technical Submittal
1.0	Bid Document Cost Details, if applicable			
1.1	Bid Document Cost in the form of DD/BC/PO	1.1.2.d and 1.1.2.j of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC/PO No.			
1.4	DD/BC/PO Date			
1.5	Value of DD/BC/PO			
2.0(a)	Bid Security Details			
2.1(a)	Bid Security in the form of DD/BC/PO	1.1.2 c and 1.1.2.j of the NIB and 12 of the ITB		
2.2(a)	Name of Issuing Bank and Branch			
2.3(a)	DD/BC/PO No.			
2.4(a)	DD/BC/PO Date			
2.5(a)	Value of DD/BC/PO			
2.0(b)	Processing Fee			
2.1(b)	Processing Fee in the form of DD/BC/PO	1.1.2 e and 1.1.2.j of the NIB		
2.2(b)	Name of Issuing Bank and Branch			
2.3(b)	DD/BC/PO No.			
2.4(b)	DD/BC/PO Date			
2.5(b)	Value of DD/BC/PO			
3.0	Eligibility and Qualification of Bidder			
3.1	Bid is from a Company	Clause 2.0 of the Instruction to Bidder/Contractor (ITB)		
3.1.1	Whether Power of Attorney with specimen signature has been submitted	As per ITB Document		
3.2	Bid is from JV / Consortium	As per ITB Document		
3.2.1	Whether Power of Attorney with specimen signature has been submitted	As per ITB Document		
3.2.2	Whether Power of Attorney from each member of JV/Consortium is enclosed	As per ITB Document		
3.2.3	Whether Power of Attorney from each member of JV/Consortium is Notarized	As per ITB Document		

3.2.4	Board Resolution of each of the Consortium members authorizing execution of Consortium Agreement and appointing authorized signatory	As per ITB Document		
3.3	Memorandum of Agreement for JV/Consortium	As per ITB Document		
3.3.1	Who is the Leader of the Consortium	As per ITB Document		
3.3.2	Details of percentage participation of individual members specified in the MoA	As per ITB Document		
3.3.3	Whether all the members are jointly and severally liable to JMRC	As per ITB Document		
3.4	Whether Bidders or any member of the JV / Consortium has submitted more than one Bid	As per ITB Document		
3.5	Whether registration with RoC enclosed for a Bidder being a company / each member in case of JV/Consortium	As per ITB Document		
3.6	Whether registration with EPFO enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.7	Whether registration with ESIC enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.8	Whether registration with Service Tax department enclosed for a Bidder / each member in case of JV/Consortium	As per ITB Document		
3.9	Whether Annexure – I attached by Bidder / each member in case of JV/Consortium	As per ITB Document		
3.10	Whether Registration with applicable labour department enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.11	Appendix to the Form of Bid-Form A	As per ITB Document		
3.12	Form Of Bank Guarantee For Bid Security – Form B	As per ITB Document		
3.13	Performa for Statement of Deviations – Form C	As per ITB Document		
3.14	Form of Performance security (guarantee) by bank – Form D	As per ITB Document		
3.15	Form of Agreement – Form E	As per ITB Document		
3.16	General Information And Joint Venture Data - Form T-I	As per ITB Document		
3.17	Experience Record - Form T-II	As per ITB Document		

3.18	Deployment of Minimum Number of Personnel for the Cleaning & Housekeeping - Form T-III	As per ITB Document		
3.19	Details Of Machinery And Equipments To Be Deployed At Each Station Form T-IV	As per ITB Document		
3.20	Financial Data Form T-V	As per ITB Document		
3.21	List Of Specified Chemicals To Be Used At Each Station - Form-T - VI	As per ITB Document		
3.22	INDEMNITY - Form T-VII	As per ITB Document		
3.23	Proposal for housekeeping machinery - FORM - G	As per ITB Document		
4.0	Technical Proposal			
4.1	Whether sealed Technical Bid, submitted as per requirement	As per ITB Document		
4.1.1	Whether Form of Bid enclosed	As per ITB Document		
4.1.2	Whether each page of Bid Document, Addendum (if any) and other submissions, enclosed duly numbered, signed & stamped, as a token of acceptance	As per ITB Document		
4.2	Whether the bidder has the financial standing as per the requirement of the NIB	1.3 c of the NIB		
4.3	Whether the bidder fulfill the work requirement/physical requirement as per the NIB	1.3 of NIB		
5.0	Whether scanned copy of Bid Security, Cost of Bid Form and Processing Fee Documents /Instruments have been submitted online and original instruments submitted as per the schedule mentioned in the NIB	As per ITB Document		
6.0	Whether sealed Commercial Bid/BOQ submitted	As per ITB Document		

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

(Authorized Signatory)

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

APPENDIX I 'B'

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE FINANCIAL
BID**

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	No. of sets to be submitted	Reference to Clause No. of "Instructions to Bidders"
	BID PACKAGE COMPRISING OF:		
1.	Bill of Quantities	One in original	8.0

**INDEX ON
PROFORMA OF FORMS**

1. PROFORMA OF FORMS – GENERAL
(Items (iv) & (v) applicable only for successful Bidders)

S.No.	Details	FORM
i.	Form of Bid with Appendix	A
ii.	Form of Bank Guarantee for Bid Security	B
iii.	Performa for Statement of Deviations	C
iv.	Form of Performance Security (Guarantee) by Bank	D
v.	Form of Agreement	E

2. PROFORMA OF FORMS – PRE QUALIFICATION PARTICULARS

S.No.	Details	FORM
i.	General Information	T-I
ii.	Experience Record	T-II
iii.	Resources Proposed for the Work-Personnel	T-III
iv.	Resources Proposed for the work- Machinery & Equipment	T-IV
v	Financial Data	T-V
vi	Eco friendly detergents/reagents proposed for the work	T-VI
vii	Indemnity certificate and obligation/ Compliance to be ensured by the Bidder.	T-VII
viii	Certificate regarding machinery	Form G

S.No.	Various Annexures	Annexure
i.	Declaration in case of consortium	I
ii.	Initial filter criteria of applicant	II
iii.	Compliance with the code of integrity and no conflict of interest	A1
iv.	Declaration by bidders regarding qualifications	B1
v.	Grievance Redressal during Procurement Process	C1
vi.	Certificate By Bidder	X

FORM OF BID

- Note :
- i. The Appendix and forms are part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: As in the NIB clause No. 1.1.1

To

**Director (Operations & Systems), Jaipur Metro Rail Corporation Limited
(JAIPUR METRO RAIL CORPORATION), 2nd floor, RSIC, Wing Udyog
Bhavan C- scheme Jaipur-302005**

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____
_____ (Amount in figures and words) for -----
-----or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix 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 Letter of Acceptance to complete the whole of the Works comprised in the Contract Two year contract period.
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 Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 8.5 of 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 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2014

Signature

Name..... in the capacity of

Duly authorised to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF BID

S.No.	Details	Clause No.	Condition of Contract
i.	Amount of Bank Guarantee as Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price.
ii.	Minimum amount of Third Party Insurance	15.3 of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no. of incidents unlimited.
iii	Period for commencement of work from the date of issue of letter of acceptance	1.3 (f) of Instructions to Bidders	7 days
iv	Contract Period from the date of commencement of work	1.3 (g) of ITB	Two years
v.	Penalty for poor quality of work	15.1 of Special Conditions of Contract (General)	Spot fine Min. Penalty – Rs.1000/- of the per day per Station. Max. Penalty - Rs. 4000/- per day per Station
vi	Penalty for non-completion of work	21.3 of Special Condition of Contract (General)	Payment only for these activity performed and deduction are to be made on percentage basis as per Annexure –A, B, C ,D & E If the applicable activities not executed satisfactorily.
vii	Penalty for short deployment of manpower	As per SCC (General) clause- 15.5	Deducted as per 1.5 times of daily wages
viii	Penalty for short deployment of Machinery	As per SCC (General) clause 15.1	Penalty Rs.1000/ per day per case.
ix	Penalty for presence of rodent	As per SCC (General) clause 15.4	Penalty Rs. 2500/ case
x	If any theft case occurred by Bidder employee	As per SCC (General) clause 16.1	Penalty Rs. 50000/ case
xi	Penalty for Services level	As per SCC (General) clause- 15.0	Penalty Rs.5000/- or 10000/-

Signature of authorized
signatory on behalf of Bidder

Date

Place

Name

Address

FORM OF BANK GUARANTEE FOR BID SECURITY

(Ref : Clause 12.0 of “Instructions to Bidders”)

1. 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.
2. WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated_____for the Mechanized cleaning and house up keeping Contract ----- of applicable Rail Corridor of Jaipur Metro Rail corporation hereinafter called “the Bid”.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.---(Rupees -----) as Bid Security against the Bidder’s offer as aforesaid.

AND WHEREAS_____ (Name and Address of the Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
 - b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
 - c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till(Date up to which Guarantee is valid i.e. 150 days from the last date of Bid submission.)

- e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. THE CONDITIONS OF THIS OBLIGATION ARE :
- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. If the Bidder does not accept the correction of his Bid price in terms of Clause 22.0 of the “Instructions to Bidders”.
- c. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity :
- i. fails or refuses to furnish the Performance Security in accordance with Clause 27.0 of the “Instructions to Bidders” and/or
- ii. fails to commence the work as per terms And Conditions of Bid after issuance of LOA
- ii. fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the “Instructions to Bidders”.

We undertake to pay to the Employer upto 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
Authorised Official
of the Bank

Signature of the witness
.....

Name of Official
Designation
I.D. No.

Name of the Witness
.....

Stamp/Seal
of the Bank

Address of the Witness
.....

PROFORMA FOR STATEMENT OF DEVIATIONS

(Refer Clause 20.2)

1. The following are the particulars of deviations from the requirements of the Instructions to Bidders”, “General Conditions of Contract” and “Special Conditions of Contract :
- 2.

S. No.	Clause (Specify GCC or SCC also)	Deviations	Remarks (including justification)	Price adjustment for the withdrawal of each deviations

Signature of Bidder

The following are the particulars of deviations from the requirements of the Bid Specifications

S. No.	Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each deviation/s

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as Null and Void and stand withdrawn.
3. We hereby confirm that but for the deviation noted here, our offer is fully and truly compliant.

Signature of Bidder

Note

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performance of deviations is not submitted or submitted as blank, it will be construed that the Bidder has not proposed any deviations from Bid documents and will provide all equipments as specifications.

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK
(Refer Clause 27.0 of “Instructions to Bidders”)

1. 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.
2. Whereas Jaipur Metro Rail Corporation limited has awarded the contract for Mechanized cleaning and house upkeeping Contract for -----
--Rail Corridor of Jaipur MRTS Project(hereinafter called “the contract”) to M/s _____ (Name of the Bidder) (hereinafter called “the Bidder”).
3. AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank)

being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____
(Amount in figures and Words) as stated above.
5. After the 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 indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Bidder or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the 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.
6. This Guarantee is valid for a period of Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the 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 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Bidder.
9. 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.
10. 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) 2014 being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

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

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORM OF AGREEMENT
(Refer Clause 26.0 of “Instructions to Bidders”)

This Agreement is made on the _____ day of _____ 2014 Between Jaipur Metro Rail Corporation Limited, 2nd floor, RSIC Wing, Udyog Bhavan, C- Scheme Jaipur-302005 hereinafter 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 Mechanized cleaning and house keeping Contract for -----of applicable Rail Corridor of Jaipur Metro Rail corporation 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 WITNESS as follows:

1. 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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) General Conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Special Specifications
 - (e) Notice Inviting Bid
 - (f) Bill of Quantities
 - (g) Form of Bid with Appendix
 - (h) Addendums, if any
 - (i) Other conditions agreed to and documented as listed below:
 - (i) Bidder’s Work Schedule as amended if required
 - (ii) Statement of deviations (if applicable)
 - (iii) Any other item as applicable
3. 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.

4. 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.

5. 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/ labour recruited by the Bidder for Mechanized Cleaning & house Keeping of three elevated Metro stations (Civil Lines, Railway Station, Sindhi Camp) and one underground station (Chandpole) will be the sole responsibility of the Bidder and Jaipur Metro Rail Corporation will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in Jaipur Metro Rail Corporation.

6. JURISDICTION OF COURT

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

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

For and on behalf of the
Bidder

Signature of the authorized
official

Name of the official

Stamp/Seal of the Bidder

For and on behalf of the
Employer

Signature of the authorized
official

Name of the official

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

FORM T-I

GENERAL INFORMATION AND JOINT VENTURE DATA
(Refer Clauses 2.2.2 & 2.3)

Notes :

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

1. Names of participating members / constituents

- (a)
- (b)
- (c)

2. Address, telephone, telefax, cable numbers of each members / constituent.

	Registered Office	Office
for correspondence		
(a)
(b)
(c)

3. Name of Lead partner / Constituent

.....

4. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).

.....
.....

5. Date and place of joint Venture/ Consortium Agreement.

6. Names and Addresses of Bankers to the Joint Venture/ Consortium

7. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.

8. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

EXPERIENCE RECORD

(Refer Clause 8.1.5 (f))

1. Total number of years of experience in Mechanized Cleaning & house keeping works
2. Details of experience in specialized Mechanized Cleaning & house keeping works for last five years.

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

Notes :

- (i) Details submitted in any other performa will not be considered.
- (ii) The details of work including the cost of the work and date of completion etc. should be supported by notarized/attested and self-certified copy of each Client's work Completion certificates issued by the officer not below the rank of Executive Engineer or equivalent in case of central/state Govt. and PSU's.
- (iii) Additional pages may be attached if required.
 - a. All the pages must be signed by the authorized signatory of the Bidder.
 - b. All the pages must be signed by the authorized signatory of the Bidder.

Deployment of Minimum Number Personnel for the Cleaning & Housekeeping works

Mansarovar Station**(Refer Clause 8.1.5 (g))**

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Mechanized cleaning & House keeping
1	Team leader	1 (look after all four stations)			
2	Manager (Highly Skilled)	1 (look after two stations)			
3	Supervisor (Skilled)	Morning-1 Evening-1 Night-1			
4	Housekeeper (Safaiwala) (Unskilled)	Morning-5 Evening-4 Night-6			
5	Plumber (Skilled)	1 (look after all four stations)			
6	Helper (Semi-Skilled)	1 (To assist plumber)			

New Aatish Market**(Refer Clause 8.1.5 (g))**

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Mechanized cleaning & House keeping
1	Team leader	0			
2	Manager (Highly Skilled)	0			
3	Supervisor (Skilled)	Morning-1 Evening-1 Night-1			
4	Housekeeper (Safaiwala) (Unskilled)	Morning-5 Evening-4 Night-6			

Vivek Vihar Station**(Refer Clause 8.1.5 (g))**

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Mechanized cleaning & House keeping
1	Team leader	0			
2	Manager (Highly Skilled)	1 (look after two stations)			
3	Supervisor (Skilled)	Morning-1 Evening-1 Night-1			
4	Housekeeper (Safaiwala) (Unskilled)	Morning-5 Evening-4 Night-6			

Shyam Nagar Station**(Refer Clause 8.1.5 (g))**

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Mechanized cleaning & House keeping
1	Teamleader	0			
2	Manager (Highly Skilled)	0			
3	Supervisor (Skilled)	Morning-1 Evening-1 Night-1			
4	Housekeeper (Safaiwala) (Unskilled)	Morning-6 Evening-4 Night-9			

Ram Nagar Station
(Refer Clause 8.1.5 (g))

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Mechanized cleaning & House keeping
1	Team leader	0			
2	Manager (Highly Skilled)	1 (look after two stations)			
3	Supervisor (Skilled)	Morning-1 Evening-1 Night-1			
4	Housekeeper (Safaiwala) (Unskilled)	Morning-5 Evening-4 Night-6			

The major work will be carried out in night shift with specified machinery and required manpower and chemicals

NOTE: -

- a. No Negative Deviation in the Deployment of minimum number of personnel for Mechanized cleaning and Housekeeping works shall be acceptable. If any Bidder proposes deviation in the Bid, such Bid shall not be considered and shall be rejected.
- b. In order to achieve a high standard of Mechanized cleaning & Housekeeping, if required, more number of personnel than the minimum number of personnel as mentioned above can be deployed. The Deployment of personnel shall never be less than the minimum number of personnel to be deployed as mentioned above.
- c. The Minimum number of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the day as specified in this Bid.
- d. The minimum number of personnel required to be deployed have to be physically available for work at site on every day basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the Bidder as per the Statutory norms or rules etc. as applicable.
- e. The CVs of the Team Leader, Managers & Supervisors are to be submitted along at office of the station Manager/Station controller and intimate the office of JGM/DGM (Civil).

- f. The personnel should be smartly dressed in neat and clean uniforms having firms logo. The uniforms and Personal Protective Equipments (eg. Shoes, helmet, gloves etc) should be provided free of cost by the Bidder /Bidders.
- g. Minimum Educational Qualification for the Manager(housekeeping) is Graduate in any discipline and for the Supervisor, it is Higher Secondary school certification.
- h. Present Labour Rate considered for the Team Leader in the Estimated Cost is Rs. 7505/- per month. If the minimum wages of the “Highly Skilled” Labour is hiked, then the wages of the Team Leader shall be hiked by the same percentage vide which the minimum wages of the “Highly Skilled” Labour are hiked.

(Reference to clause No.8.1.5 (h)) FORM T-IV

DETAILS OF MACHINERY AND EQUIPMENTS TO BE DEPLOYED AT EACH STATION

Sl No.	Type of Equipment	Minimum No. of Machinery deployed	Make	Remarks
1	Cold Water High Pressure Jet	1	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
2	Battery operated Walk Behind Automatic scrubber dryer	1	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
3	Electrically operated Walk Behind automatic scrubber drier	1	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
4	Single disc floor scrubbing machine	2	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
5	Wet & Dry vacuum cleaner	2	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
6	Hand held scrubbing machine for vertical surfaces.	1	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
7	Backpack Dry vacuum Cleaner	1	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
8	Automatic Escalator Cleaner cum Automatic Scrubber Dryer Machine	1	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
9	Manual Sweeper with inbuilt manual vacuum system	2	TASKI-DIVERSEY or Pioneer Eclipse (Specification Followed)	
10	Window glass cleaning kit with 20 ft extendable non - metallic telescopic pole,	1	TASKI / UNGER	
11	Twin Bucket wet mopping trolley with wringer for Large Areas	2	TASKI / UNGER	
12	Complete Dry mopping system with swivel frame & nonmetallic rod with microfiber base	1	TASKI / UNGER	

13	Complete wet mopping system with Kentucky mop head and nonmetallic rod	1	TASKI / UNGER	
14	Complete Damp Mopping system with swivel frame and nonmetallic rod and microfiber base	1	TASKI / UNGER	
15	Microfiber Cloth	As Required	TASKI / UNGER	
16	Floor Signage	2	TASKI / UNGER	
17	Carry Basket for carrying Housekeeping utility/Chemicals	4	TASKI / UNGER	
18	Covered Dustpan with Broom	2	TASKI / UNGER	
19	Floor Squeegee	2	TASKI / UNGER	
20	Folding Ladder/Hydraulic ladder To enable a person to reach areas above normally reachable height, for example roof, cable tray, false ceiling, lighting, billboards etc	2	General Item	
22	Biodegradable garbage bagsTo dispose off the garbage accumulated at the designated area	As Required	General Item	
23	Que Manager To enable real time cleaning/cordoning area	As Required	General Item	
24	General Items as required for cleaning Parking Lots like Broom,Pan etc.	As Required	General Item	
25	Spatula	As Required	General Item	

Note: Items listed from S No 1 to 9 shall be classified as machinery and items listed from S No 10 to S No 25 shall be classified as equipments.

Type of Machines and their specification

1. Cleaning machine must be either of the following International brands compatible to detail technical specifications as mentioned below.
 - i. TASKI- Switzerland.
 - ii. KARCHER–Germany.
 - iii. Inventa.
 - iv Bosch.
 - v. Roots
 - vi. Eureka Forbes
 - i. Pioneer Eclipse
 - vii. Dulevo
 - vii. Kruger and Brentt

Or any equivalent to the technical specifications.

2. All the cleaning machines must be as per strict specification mentioned. No reduction in the minimum number & specification of machines & equipment required to be deployed shall be accepted.
3. All the machine must have authentic branding clearly displayed on it shall be of latest version and make. New machines must be deployed initially.
4. No under capacity machine would be acceptable.
5. Laminated sheets of ‘DOS’ & ‘DONTs’ must be supplied by the equipment Supplier in at least two regional languages, with each machine deployed. Certification of origin shall be produced by the equipment manufacturing company stating that the machine or equipment are genuine and procured from the said manufacturer..
6. The above list is indicative only and If the bidder feels that to serve the intended purpose some additional machines will be required he may include the same and quote his rates as a deviation. The Bids will be evaluated on likewise basis of L1. Jaipur Metro Rail Corporation reserves the right to exercise this option.
7. All the machines deployed in cleaning operations should be kept upto-date in proper working condition by replacing worn out parts as per the frequency/renewal period of parts as mentioned in Table-1
8. For high rise cleaning or cleaning at height and where ever required, the Bidder shall provide safety belt and other Personal Protective Equipments to the cleaning and housekeeping personnel.
9. Penalty shall be levied at the rate of rupees one thousand per day in each case of short deployment of machinery.in case of breakdown the machine should be repaired within 48 hours reported time.

Technical Specifications For Different Machines To Be Used

Cold Water High Pressure Jet:

This machine is required to pressure wash platform area, tracks, drains etc. The machine should be equipped for cleaning hard floor areas, stair cases & walls with pressurized water. The machine should be rugged, ergonomically designed and should be of a make of worldwide repute and proven utility. Rotatory nozzle should be provided with the machine.

Technical Specifications:

- Should have a Total Stop System, i.e., On the release of the gun trigger, the motor should stop immediately to avoid damage during the by pass phase.
- On pulling trigger the jet should start automatically immediately to provide maximum pump protection.
- Should have a wobble plate system to minimize moving elements and prevent wear & tear
- Should have a separate detergent tank with low pressure detergent suction through VENTURI effect, to lower the operating pressure of the machine.
- The motor pump should have Three ceramic pistons brass pump
- Should have Glycerine pressure gauge
- Should have Hi-Pressure Hose Reel.
- The machine should have an option of sand blasting.
- Operating pressure should be between 725 to 1740 psi
- Delivery rate should be between 650 to 700 litre/hour.
- Power consumption may be upto 3.2 KW
- Machine RPM should be between 2500 to 3000 (Min and Max respectively)
- Machine weight should be between 28 KG to 32 KG
- Operating voltage should be 240 V ~ 50 Hz
- Power cable length minimum 5 Meter
- Should be a pressure regulator installed to increase or decrease pressure based on surface type to prevent damage to the surface
- Detergent tank should be inbuilt
- Motor should be of 4 HP
- Machine dimension should be of 59 x 37 x 87 cm

Battery Operated Walk behind automatic Scrubber Dryer

The machines is required for scrubbing and buffing the metro station platform, concourse area, lobby, gallery etc which has a smooth surface. The machine shall perform wet scrubbing and drying simultaneously on the floor surface, and should also be capable of buffing.

Technical Specifications:

- The Auto Scrubber Drier should have brush system with flexible brush coupling. The flexible brush coupling helps in delivering even allocation of brush pressure on the floor. Also, the brush follows the floor profile on the full working width. This helps in removing complete soil from all types of floors.
- Should have a V shaped squeegee. V shaped squeegee allows excellent water pick up on the full working width. Innovative shape helps in pick up of bigger pieces of dirt.
- The squeegee should have a flexible suspension. The flexible suspension follows track of brushes exactly and retracts when in contact with an obstacle. This helps in 100% edge to edge water pickup. Also, protects furniture and other equipments if hit by squeegee
- The Squeegee should have a click mechanism for squeegee fixation. Squeegee can be easily removed / fixed with the click mechanism.

- Should have a direct suction i.e. no bends in the suction hose. Removes larger pieces of dirt without clogging. This results in better performance and reduced downtime
- Should have a Dual Axle System. Dual axle gives an excellent maneuverability and a very small turning radius. Thus give efficient cleaning in congested smaller areas
- Should have an Ergonomically designed handle. Ergonomically designed handle helps in easy use of the operator regardless of his/ her height. Gives safety and allows long working periods without tiredness.
- All regularly used functions should be in full sight. Viz. Water, Brush and Vacuum On/Off, squeegee lifting and brush lifting. All working functions are in full sight of the operator and can be operated without leaving the working position
- Should have internationally coded maintenance points (Yellow colour). Points to be maintained are yellow in colour. Viz. Floater, Recovery tank - including sieve, Fresh water filter, Brush and Squeegee. This helps in fast and efficient maintenance and reduced service needs
- Recovery tank should have an wide opening. Wide opening is easy to remove and clean.
- Squeegee body made of one single aluminium piece. Squeegee blades can be used from all the four sides. Blades can be changed by opening one single screw. Thus is easy to clean and change blades. The mounting of blades is easy
- The chasis of machine should be of Polypropylene reinforced with glass fibre. Innovative material that is light weight and highly robustness (used in automotive industry -cross country). Extremely durable construction of the chasis of machine
- Brush Hood should be flexible and allow deflection. No cracks in case of mechanical impact
- Ideal performance should be 1290 square meter per hour, so that entire area can be covered under the specified schedule.
- Working width should be 430 mm
- Scrubbing/buffing tool should be Disc Brush only.
- Capacity of solution tank should be 40 Liters and same should be of the recovery tank also
- Noise level permitted maximum 58 db
- Nominal consumption should be 900 Watts
- Rated voltage must be 24 Volts
- Class 3 protection must with CE, CB, S+ (Safety Mark) certificates and IPX4 water splash protection grade
- Vibration should not be more than 0.13 M/sec/sec
- Machine dimension should be 1160x475x1195 mm
- Squeegee width should be 690 mm
- Wheel diameter 200mm and castor wheel diameter 100 mm
- Should have at least 3 meter cable length for charging
- Brush diameter 430 mm with 165 rpm
- Brush pressure required 43 kg
- Suction power in terms of air flow should be 34 l/s
- Battery capacity should be 50 to 70 Ah/C5

Electrically Operated Walk behind automatic Scrubber Dryer

The machine is required for scrubbing and buffing the metro station platform, concourse area, lobby, gallery etc which has a smooth surface. The machine shall perform wet scrubbing and drying simultaneously on the floor surface, and should also be capable of buffing.

Technical Specifications:

- The Auto Scrubber Drier should have brush system with flexible brush coupling. The flexible brush coupling helps in delivering even allocation of brush pressure on the floor. Also, the brush follows the floor profile on the full working width. This helps in removing complete soil from all types of floors.
- Should have a V shaped squeegee. V shaped squeegee allows excellent water pick up on the full working width. Innovative shape helps in pick up of bigger pieces of dirt.
- The squeegee should have a flexible suspension. The flexible suspension follows track of brushes exactly and retracts when in contact with an obstacle. This helps in 100% edge to edge water pickup. Also, protects furniture and other equipments if hit by squeegee
- The Squeegee should have a click mechanism for squeegee fixation. Squeegee can be easily removed / fixed with the click mechanism.
- Should have a direct suction i.e. no bends in the suction hose. Removes larger pieces of dirt without clogging. This results in better performance and reduced downtime
- Should have a Dual Axle System. Dual axle gives a excellent maneuverability and a very small turning radius. Thus give efficient cleaning in congested smaller areas
- Should have an Ergonomically designed handle. Ergonomically designed handle helps in easy use of the operator regardless of his/ her height. Gives safety and allows long working periods without tiredness.
- All regularly used functions should be in full sight. Viz. Water, Brush and Vacuum On/Off, squeegee lifting and brush lifting. All working functions are in full sight of the operator and can be operated without leaving the working position
- Should have internationally coded maintenance points (Yellow colour). Points to be maintained are yellow in colour. Viz. Floater, Recovery tank - including sieve, Fresh water filter, Brush and Squeegee. This helps in fast and efficient maintenance and reduced service needs
- Recovery tank should have an wide opening. Wide opening is easy to remove and clean.
- Squeegee body made of one single aluminium piece. Squeegee blades can be used from all the four sides. Blades can be changed by opening one single screw. Thus is easy to clean and change blades. The mounting of blades is easy
- The chasis of machine should be of Polypropylene reinforced with glass fibre. Innovative material that is light weight and highly robustness (used in automotive industry -cross country). Extremely durable construction of the chasis of machine
- Brush Hood should be flexible and allow deflection. No cracks in case of mechanical impact

- Ideal performance should be 1290 square meter per hour, so that entire area can be covered under the specified schedule.
- Working width should be 430 mm
- Scrubbing/buffing tool should be Disc Brush only.
- Capacity of solution tank should be 50 Liters and same should be of the recovery tank also
- Noise level permitted maximum 69 db
- Nominal consumption should be 1500 Watts
- Rated voltage must be 240 V ~ 50 Hz Volts
- Class 1 protection must with CE, CB, S+ (Safety Mark) certificates and IPX4 water splash protection grade
- Vibration should not be more than 0.13 M/sec/sec
- Machine dimension should be 1160x475x1195 mm
- Squeegee width should be 690 mm
- Wheel diameter 200mm and castor wheel diameter 100 mm
- Should have at least 25 meter cable length for working
- Brush diameter 430 mm with 165 rpm
- Brush pressure required 30 kg
- Suction power in terms of air flow should be 34 l/s

Single Disc Floor Scrubbing Machine:

The machines is required for regular cleaning, maintaining & buffing/crystallization of metro stations & concourse areas, which have a smooth surface. The machine will perform wet scrubbing of floors and small areas of metro stations.

Technical Specifications:

- Should have closed handle, with ergonomic design which Gives protection to hands. Also, gives high electrical safety due to double insulation.
- Double safety lock to ensure safety, and wire loop to prevent damage to the wire/machine
- Adjustable and foldable handle for easy mobility and ease of use
- Should have a Floating pad drive to ensure a constant working pressure and enables the machine to be used on uneven floors
- Cleaning solution distribution shall be from the centre of the pad. This ensures that the whole surface of the pad is utilized.
- Machine should be capable of multiple applications, so that wet scrubbing, Stripping, Buffing, spray cleaning and crystallisation can be done.
- Vacuum Unit and Suction Skirt facility should be available. This ensures, that the dust emission in to the air is prevented and can operate without vacuum cleaner also.
- Working width should be of 43 cm
- 165 RPM speed with 42 Kg of weight
- Vertical clearance should be 31.5 cm
- Nominal consumption to be 1100 watts

- Cable length should be at least 15 meter
- Must be free from HAVS (WEF), with certification ENV 25349
- Noise level should not be more than 57db

WET & DRY VACUUM CLEANER

This machine is required for all purpose picking up of coarse, fine, dry and damp dirt as well as water and other liquids from surface. To be used jointly with Single disc floor scrubbing machine.

Technical Specification:

- Container capacity should be 22 Liter in wet operation
- Container capacity in dry operation should be 28 Liter
- Machine Container volume should be 45 Liter
- Machine Weight with cable should be 10.5 Kg
- Sound level should be maximum 64 db
- Nominal consumption of power should be 1000 Watts
- Vacuum created should be 22 KPa
- Max air flow should be 60 L/S
- Dimensions should be 390x630x440
- Cable length minimum 10m
- Suction hose length should be 2.2m
- Must have Castors, 5 in number for easy and smooth portability
- Castor diameter should be 50mm
- Protection class must be Class II
- SEV, OVE certifications are must

Handheld Scrubbing Machine for vertical surfaces

This machine is required to perform cleaning of awkward places, hard to reach areas, stairs, vertical surfaces, corners etc with scrubbing function in a mechanized cleaning environment. The machine should be battery operated and should have provision of an extension so that operator can reach areas where physically its difficult to reach or working area is not adequate, like under seats etc.

Technical Specifications:

- Cleaning brush RPM should be 350
- The battery should be charged in 45 minutes
- After full charge, machine should be capable of operating for 30 minutes
- Should have extendable handle, with handle minimum length should be 110 cm and maximum length should be 137 cm. the handle should have control to operate the machine when used with handle.
- Machine must be operatable by single hand when not attached to handle, hence weight including battery is maximum 5 kg
- Should be accompanied with a quick charger of 9.6 Volts
- Scrubbing brush dia should be 18 cm and pad holder fix dia 14.5 cm

- Manufacturer should provide complete machine with all accessories, no external fabrication/modification is permitted on the machine.

Backpack Dry Vacuum Cleaner

This machine is required for dry vacuuming to pick up dust, debris and other coarse particles from vertical surfaces, vacuuming of AC vent outlets, false ceilings, cable tray etc areas. This machine shall be on the back of the operator for easy, comfortable and efficient operation.

Technical Specifications:

- Machine should be with multiple nozzle system for different applications.
- For easy carrying, weight with cable should not be any more than 5.9 Kg
- Should have inbuilt strap system for easy wearing
- Dustbag should be of 4.7 Liter capacity.
- Sound level should not be more than 78 db
- Vacuum pressure should be 20 KPa
- Power consumption should be 900 Watts
- Suction hose length should be 2 meters
- Electric cable length shall be 15 meters
- Dimension should be 300x320x520 to comfortable set on back and at the same time provide optimum capacity and ergonomics
- Sound level should be less than 79db

Automatic Escalator Cleaner cum Automatic Scrubber drier

This machine is required for automatically cleaning of elevators even if the operator is not with the machine after fixing it up. The machine should be able to serve dual purpose, one is escalator cleaning and the other is Automatic floor scrubbing as a walk behind automatic floor scrubbing machine.

Technical Specification:

- Cleaning path should be 510 mm
- Should have facility of dry cleaning as well as wet cleaning
- Solution tank should be present, 35 liters capacity and same for the recovery tank also.
- Brush pressure should be 30 KG with 400 rpm
- Vacuum power should be equivalent to 2100 mm of H2O
- Cleaning capacity should be 100 square meter per hour ideally
- Vacuum motor & Brush motor should be separate
- Consumption for vacuum motor should be 700 watts & brush motor 900 watts
- Must be fully automatic after setting up for escalator cleaning, there should be no need for the operator to be present to operate the machine.
- Squeegee length should be 870 mm
- Weight of the machine is recommended to be 96 Kg, dimension 970x600x740mm
- Should have double roller brushes and brush head must rotate 180 degree to clean both sides of the escalator, independently from the width of the steps.

Manual Sweeper with inbuilt Manual Vacuum Cleaner

The machine is required for manual sweeping of metro station area, external area etc for dust cloud free sweeping. The machine should be rugged, ergonomically designed, should be operated without any power source, purely on kinetic energy.

Technical Specifications:

- Equipped with cartridge filter
- Retains small particles and can be easily removed for maintenance / replacement.
- Used new generation plastics Ensures shock absorption and longer durability.
- No batteries / fuel required
- Should have 3 numbers of wheels (1 front (pivoting) – 2 rear)
- Ideal working speed should be 3 Km per hour
- Height including handle bar should be 937 mm
- Length with side broom should be 1296 mm
- Width with 1 side broom should be 824 mm
- Full rubber Non marking type wheels should be present
- Side brush diameter should be 320 mm
- Main brush width and diameter should be 500 mm x 240 mm 10 section of bristles, adjustable
- Type of filter should be Paper cartridge
- Real capacity of dirt container (REAR) should be 4 Liter (Reverse Drive)
- Real capacity of dirt container (FRONT) should be 26 Liter (Forward Drive)
- Cleaning path only main broom productivity should be 1,500 sq\mts\hr (theoretical)
- Cleaning path with main & Side broom productivity should be 2,100 sq\mts\hr (theoretical)

VACUUM SYSTEM- Should be Manual by belt movement with wheel.

Table-1 List of Consumables, Spare parts and frequency of Replacement							
Sl. No.	Machine Type	Part Description	Qty.	Working Life (Hrs.)	Operation Time/Month (Hrs.)	Renewal Period (Months)	Units required Annually
1	SWINGO 760 B/E	Blade 56/4x750	1	500 Hrs.	120 Hrs	4.2	3
2	SWINGO 760 B/E	Blade 56/3x712	1	500 Hrs.	120 Hrs	4.2	3
3	SWINGO 760 B/E	Float compl	1	1000Hrs.	120 Hrs	8.3	1
4	SWINGO 760 B/E	Wheel 64/24	1	1000Hrs.	120 Hrs	8.3	1
5	SWINGO 760 B/E	Castor compl 50/20	2	1000Hrs.	120 Hrs	8.3	1
6	SWINGO 760 B/E	Poly-V-belt 6 EPJ 508	1	2000Hrs.	120 Hrs	16.7	1
7	SWINGO 760 B/E	Poly-V-belt 11 PJ 675	1	2000Hrs.	120 Hrs	16.7	1
8	SWINGO 760 B/E	Coupling, Brush	1	1000Hrs.	120 Hrs	8.3	1
9	EC 51	Wheel 34/12	3	1000Hrs.	120 Hrs	8.3	1
10	EC 51	Blade 41,5/2,5x575	1	500 Hrs.	120 Hrs	4.2	3
11	EC 51	Blade 41,5/2x540	1	500 Hrs.	120 Hrs	4.2	3
12	EC 51	Float compl	1	1000Hrs.	120 Hrs	8.3	1
13	EC 51	Cover	1	2000Hrs.	120 Hrs	16.7	1
14	EC 51	Distributor	1	2000Hrs.	120 Hrs	16.7	1
15	EC 51	Rolling Brush - Hard	1	500 Hrs.	120 Hrs	4.2	3
16	Ergo 165	BELT	1	1000Hrs.	120 Hrs	8.3	1
17	Ergo 165	PULLEY D 192	1	1000Hrs.	120 Hrs	8.3	1
18	Ergo 165	COUPLING FLANGE	1	1000Hrs.	120 Hrs	8.3	1
19	Vacumat 22	PUSH BUTTON	1	1000Hrs.	120 Hrs	8.3	1
20	Vacumat 22	FILTER DISC (SET, 10 PARTS)	1	500 Hrs.	120 Hrs	4.2	3
21	Vacumat 22	FILTER	1	500 Hrs.	120 Hrs	4.2	3
22	Vacumat 22	FLOAT WITH BUSH	1	1000Hrs.	120 Hrs	8.3	1
23	Vacumat 22	-hose 2 m	1	2000Hrs.	120 Hrs	16.7	1
24	Vacumat 22	- angle coupling	1	1000Hrs.	120 Hrs	8.3	1
25	Vacumat 22	- squeegee with fixed blades	1	2000Hrs.	120 Hrs	16.7	1
26	PICOBELLO 151'	SIDE BRUSH	1	800Hrs.	120 Hrs	6.7	2
27	PICOBELLO	KIT SPARE	1	500 Hrs.	120 Hrs	4.2	3

	151'	RUBBERS					
28	PICOBELLO 151'	MAIN BRUSH	1	800Hrs.	120 Hrs	6.7	2
29	PICOBELLO 151'	DUST FILTER	1	1000Hrs.	120 Hrs	8.3	1
30	DORSALINO	Filter cloth bag for Dorsalino	1	1000Hrs.	120 Hrs	8.3	1
31	DORSALINO	-universal dust nozzle	1	1000Hrs.	120 Hrs	8.3	1
32	DORSALINO	-hose 2 m	1	2000Hrs.	120 Hrs	16.7	1
33	LMX 1211 XP	Valve Kit	1	700 Hrs	120 Hrs	5.8	2
34	LMX 1211 XP	Water Seal Kit	1	700 Hrs	120 Hrs	5.8	2
35	LMX 1211 XP	Oil Seal Kit	1	700 Hrs	120 Hrs	5.8	2

Table:2 List of Authorised Distributor of Cleaning Equipments , Machines,Consumables and Reagents

Sl. No.	Distributor Name	Contact Person	Contact Number	Address	Email
1	Saadhan Express	Mr. RohitKhosla	9810248833	B - 8, LGE, DDA Market, New Rajendernagar, New Delhi	saadhanexpress@gmail.com
2	Sai Enterprise	Mr. Avinash	9311289638	84, Patparganj, MayurVihar Phase 1, Delhi	sai.enterprises@hotmail.com
3	Om Agencies	Mr. ShreyanshDuggar	9810074291	RZ 903A/21, Jagdamba Road, TughlakabadExtn, Delhi	omagencies@cyber.Jaipur.com
5	Om Sales	Mr. Ritesh	9958200415	2315/23, Rajiv Nagar, Old Delhi Road, Gurgaon	omsales@omagencies.co.in
6	AG Enterprises	Mr. Rajat	9811798482	A 38, Sector 4, Noida	agenterprises72@yahoo.com

FINANCIAL DATA
(Refer Clause 2.1)**Total value of Cleaning & housekeeping work done during the period 2011-2012 to 2013-2014 (For each member in case of Joint Venture/Consortium)**

S.No.	Description	Year 2011-2012 (Rs. in Crore)	Year 2012-2013 (Rs. in Crore)	Year 2013-2014 (Rs. in Crore)	Beyond 31.03.2014(Rs.) in Crore)
1.	2.	3.	4.	5.	6.
1.	Total value of Mechanized Cleaning & House keeping work done				

NOTE:

ATTACH NOTARISED / ATTESTED & SELF ATTESTED COPIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE FINANCIAL YEARS AS ANNEXURE.

FINANCIAL DATA

(Refer Clause 2.1)

List of all Ongoing Contracts

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already lapsed	**Total value of balance works yet to be done in Rupee equivalent as on 31/03/2014			
		Type	Numbers	Arbitration	litigation		Year 2011- 2012	Year 2012-2013	Year 2013-2014	Beyond (31.03.2014(Rs.))

Applicant (each member of the group) should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.

LIST OF SPECIFIED CHEMICALS TO BE USED AT EACH STATION

(Refer clause 8.1.5(k))

FORM-T VI

Sl. No.	Purpose	Chemical	Make	Minimum Quantity per month per station (Litres)
1	Granite/Kota/Marble/ vinyl and all other types of flooring except wooden Floor Cleaning concentrate	J Flex Stride	TaskiDiversey	4
2	Bathroom/washroom/toilet floor cleaning	J Flex Stride	TaskiDiversey	4
3	General Washroom Cleaning	J Flex Stride	TaskiDiversey	3
4	Vertical finishes of different types like Granite/Marble/ steel plate cladding etc	J Flex Stride	TaskiDiversey	5
5	Glass / Mirror/ Acrylic Surface	J Flex Glance (Non Ammoniated)	TaskiDiversey	1
6	Steel Surfaces	Suma Inox	TaskiDiversey	5
7	Aluminium Surfaces	J Flex Stride	TaskiDiversey	1
8	Any Other Type of Surface except wooden and porous	J Flex Stride	TaskiDiversey	1
9	Urinal & WC Cleaner	TASKI R6	TaskiDiversey	5
10	Pest Control - Cockroaches	Kilspot Nova	TaskiDiversey	2No. of tube (35g each)
11	Pest Control – Mosquito, Flies, Ants, Lizard & Other Flying/Crawling pest	Flyco 20 EC	TaskiDiversey	10
12	Air Freshener	J Flex Goodsense	TaskiDiversey	0.05
13	Auto Dispenser for odor control	Good Sense Auto Dispenser	TaskiDiversey	5
14	Refill for Auto Dispenser	Good Sense Refill	TaskiDiversey	15

NOTE:-

1. The list of Chemical/Reagents are indicative and prices have been estimated accordingly. The list of authorized distributor/ dealer from where these chemicals shall be procured is mentioned in Table -2 above. In unlikely event of non availability of these chemicals/ reagents Alternative or equivalent chemicals may be used with prior approval of Jaipur Metro Rail Corporation. Bidders have to submit detailed list of alternative or equivalent chemical/reagents with material safety data sheets for approval by Jaipur Metro Rail Corporation duly indicating the application of such chemical/reagents and their price implications.
2. It is preferred to put chemicals in dispenser fixed at station in housekeeping room.

INDEMNITY

(To be filled by Bidder)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. and Jaipur Metro Rail Corporation will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

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

INDEMNITY

(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 procedures. I declare that I will be responsible for any safety violations/accident etc. and Jaipur Metro Rail Corporation will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against Jaipur Metro Rail Corporation.

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....

NAME OF BIDDER

.....

SIGNATURE OF BIDDER

Obligation/Compliance to be ensured by Bidder

Sl. No.	Items	Compliance of Bidder (To be filled by Bidder)	
		Yes	No
1	License for employing contract labour		
2	Compliance of minimum wages Act by payment of wage on 7 th of every month through Bank or in the presence of nominated representative of employer (Jaipur Metro Rail Corporation Supervisor/manager)		
3 (a)	Compliance of provision of ESI& PF.		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	Other statutory requirement pertaining to this Bid.		

Note:- A Non- filling or 'No' by Bidder will lead to non-eligibility for Bidder in further Biding process.

Signature with seal of Bidder/Proprietor

CERTIFICATE

PROPOSAL FOR HOUSEKEEPING MACHINERY

FORM-G

We confirm that minimum requirement of Housekeeping machinery will be mobilized by us for the work in addition to other machineries, tools, plants and testing equipments required. We also confirm that this is minimum project specific mobilization and these will be suitably augmented, as required for achieving the Bid requirements.

DATE

SIGNATURE OF BIDDER

Annexure – I

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

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

(Signature) _____

Name of signatory _____

Capacity of signatory _____

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

Annexure - II**EVALUATION SHEET**
(INITIAL FILTER OF APPLICANT)**[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]**

Name of the Applicant: _____

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

NOTE: -

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

- * A blank Proforma of the Certificate is there at Annexure–1. The same should be completed and submitted along with the bid submission.

Dated _____

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

Annexure A1 : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

Conflict of Interest:-

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

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

Annexure B1 : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public
Procurement Act, 2012, that:

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Annexure C1 : Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to He in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

FORM No. 1
[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:

2. Name and address of the respondent

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7.

Prayer:.....
.....
.....Place

Date

Appellant's Signature

Annexure – ‘X’

CERTIFICATE BY BIDDER
(Cleaning & House Keeping Works)

Name of Contract :

.....
.....

Name of Station : Period: From
.....To.....

1. In Compliance to the provision of the Minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us, I/We hereby declare that the labour engaged be me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, JMRC is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour/labours.
2. Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted.
3. Certified that the EPF Act 1952 the Minimum Wages act, 1948, ESI Act, Contract Labour Act, 1971, Factories, Act, 1948, have been fully complied with the me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.
4. The payment has been made to the employees in presence of station Manager as per Minimum Wages Act, 1948 (As per latest notification). The attached photocopy of ESI & EPF Challans has been verified from original.

Signature of Bidder with Seal

Station Manager : (Verified)

Manager

JGM (Civil)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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PART-1

SPECIAL CONDITIONS OF CONTRACT (GENERAL)

1.0 SPECIAL ATTENTION

- 1.1 The Contract will be awarded to the Bidder whose responsive Bid is determined to be the lowest evaluated Bid and who satisfies the appropriate standards of capacity and financial resources. Clause 23.0 and 24.0 of “Instructions to Bidders” may be referred to in this connection.

2.0 RIGHT OF WAY

Right of way (within Jaipur Metro Rail Corporation land) to the work site will be provided to the Bidder.

3.0 COORDINATION WITH OTHER BIDDERS

The Bidder for this package shall plan and execute work in coordination and in co-operation with other Bidders working for adjacent/other packages,

4.0 SUFFICIENCY OF BID

- 4.1 The Bidder shall be entirely responsible for sufficiency of rates quoted by him in his Bid.
- 4.2 The Bidder (Successful Bidder) shall be paid for only at quoted/accepted rates for the activities given in the schedule of work “Annexure” –A, B, C, D & E as per specifications.

5.0 NOTICES AND INSTRUCTIONS

- 5.1 The Bidder shall furnish to the Employer/Engineer the postal address of his office at Jaipur & E-mail Address also. Any notice or instructions to be given to the Bidder under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorised agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Bidder.

6.0 RESPONSIBILITY FOR SPECIFICATIONS

6.1 Specifications

One copy of specifications shall be supplied to the Bidder. The Bidder shall promptly inform the Engineer of any error, omission, fault and other defects in the Specifications, which are discovered when reviewing the Contract Documents or in the process of execution of the Works.

7.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

- 7.1 No material, tools, and equipment shall be supplied by the Employer. The Bidder has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work. The Bidder shall have to identify sources for supply of all such cleaning reagents and consumable materials and get them approved by the in-charge before the use. The Bidder shall submit the sample to the in charge and shall use only after the sample is approved. Nothing extra shall be payable to the Bidder on this account.

The Bidder should have the capacity to keep the equipments in good fettle.

8.0 USE AND CARE OF SITE

- 8.1 The Bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in-charge.
- 8.2.1 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved JDA/ local municipal authority location in covered position. The necessary materials required i.e. cartoons/ dustbins (Transparent) etc to be provided by the Bidder at his cost. The transportation for disposing the debris shall also be arranged by the Bidder. The Waste disposal shall be done in sealed condition without affecting the Environment. Each dustbin shall have a biodegradable garbage disposal cover kept inside & will be emptied when it is full in a bigger Dust Bin. Bigger dustbins shall be Sealed & Transported to JDA/ local municipal authority location, where they are emptied. Spare Dustbins shall be kept for rotation.
- 8.2.2 All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
- 8.3 All Electrical and Electronic equipments shall be cleaned by trained and authorized staff under the supervision of an authorized representative of JMRC.
- 8.4 The Bidder shall clean only those areas of the Electrical / Electronic & other specified equipments which are either mentioned in the specifications or are permitted by the Employer or mentioned by the authorized representative of the Employer.
- 8.5 Accidents:- It shall be the entire responsibility of the Bidder to adopt all the safety measures & deploy cleaning personnel who are adequately trained in safety. If any accident occurs within the station area due to cleaning & housekeeping operations or due to negligence on the part of the Bidder's personnel, it shall be the full responsibility of the Bidder.

9.0 DUTIES, TAXES, OCTROI, ROYALTY ETC

- 9.1 The rates quoted by the Bidder for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc., where payable except as provided in clause 11.1 of GCC.

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

10.0 HOUSING FACILITIES (Supplemental to Clause 6.6 of “General Conditions of Contract”)

- 10.1 The Bidder shall have to make his own arrangements for housing facilities for his staff

11.0 SUPPLY OF WATER AND ELECTRICITY

- 11.1 The Employer shall make arrangements for Water supply and Electricity necessary for the Works.

- 11.2 The Bidder shall make his own arrangements to tap the Electricity from the nominated sockets / points. The Bidder shall tap the Electricity as per IE Rules & IE Act (Latest) duly following all safety precautions.

The Bidder shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the Bidder shall make his own arrangements / alternative arrangements.

- 11.3 The Bidder should make his own arrangements to draw the water from the available water point to the working place without affecting the premises.

12.0 ACCESS ROADS AND HAUL ROADS

- 12.1 Existing roads and other public roads may be used by the Bidder to carry out Cleaning & House keeping activities, with prior approval of the competent authority. The Bidder shall pay the statutory vehicle license and permit fees for use of public roads.

13.0 DEDUCTIONS TO BE MADE FROM BIDDER'S BILL

- 13.1 Tax deduction at source from each on-account progress bill shall be made by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.

14.0 CLEANING & HOUSE KEEPING PROGRAMME & PENALTY

- 14.1 The Bidder shall prepare and submit his detailed working program. As per the frequency shown in Schedule of work Annexure – A, B, C, D and E of specifications of Bid document. It will be displayed at site by the Bidder.

- 14.2 The period of contract is for Two years. The date of commencement shall be within 7 days from the issue of LOA.

- 14.3 The Bidder should work round the clock. The major cleaning activities involving washing and very detailed cleaning of passenger areas are to be carried out during Non operational Hours. Cleaning has to be carried out in such a manner that all premises look always clean.

15.0 PENALTY

- 15.1 For poor quality of work i.e. improper cleaning, sanitation, and drain blockage a spot fine for Rs. 1,000/- to Rs. 4,000 /-, can be imposed. In addition to this for rodent nuisance, short deployment of manpower, machinery and cleaning reagents, a spot fine of amounts as mentioned in appendix to the Form of Bid FORM A shall be imposed. The penalty may be reviewed by the authority/ official higher than the official who levied penalty on written request by the housekeeping agency. Such request should be made within 15 days of the levy of penalty.
- 15.2 This penalty shall not relieve the Bidder from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 15.3 The Bidder shall co-ordinate his programs to the extent feasible with the programs of other Bidders to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carried out as per the overall program.
- 15.4 If any damage to any of the equipment installed at the station due to presence of rodent is noticed or any damage to equipment due to rodent takes place, a penalty of Rs.2500/- shall be imposed. For pest control concerned wing in-charge will certify regarding pest control done properly. Decision of JMRC shall be final.
- 15.5 Bidder shall maintain the attendance Register *for* all the shift staff, if the short deployment of staff then the deduction shall be as per 1.5 times of the daily wages.
- 15.6 Suitable penalty regarding theft, lose, missing of sanitary and water supply installation / equipment, fitting shall be imposed as per direction of JMRC officials

16.0 SECURITY MEASURES

- 16.1 Security arrangements for the work shall be in accordance with general requirements and the Bidder shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. A fine of Rs.50000/- shall be imposed on the Bidder plus recovery of cost of material in addition to the police action against the housekeeping staff if any employee of Bidder is caught stealing JMRC property. Decision of JMRC shall be final.
- 16.2 Bidders' employees and representatives shall wear Identification Badges (cards), approved uniforms, helmets, gum boots & other safety/protection wear as directed by in charge, and to be provided by the Bidder. Badges shall identify the Bidder and show the employee's name and number and shall be worn at all times while at site.
- 16.3 All vehicles used by the Bidder shall be clearly marked with the Bidder's name and identification mark.
- 16.4 Bidder shall submit the police verification of each employ and staff. Incase the employee is changed, then the Bidder shall inform Station Manager / Station controller and DGM (O) / GM(O) office and also submit the police verification of changed person.

17.0 ECOLOGICAL BALANCE

- 17.1 The Bidder shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Bidder shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Bidder shall observe the following instructions.
- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Bidder's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.
 - (b) All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Bidder's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the In charge. Trees shall not be used for anchorage. The Bidder shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Bidder's expenses.
 - (c) In the conduct of cleaning activities and operation of equipment, the Bidder shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.
- 17.2 Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.
- 17.3 Bidder shall use Environmental friendly chemical / detergents / reagents. for the purpose of Cleaning & house keeping to the extent Possible.
- 17.4 Bidder shall submit Material safety data sheets & shall follow the instructions written in material safety data sheets. The handling & Storage of materials shall also be done as per materials safety data sheets.

18.0 RESOURCES REPORT

The Bidder shall submit to the in charge each month a detailed list by trade classification, of manpower employed during the report period as also a list of all serviceable major items of cleaning machineries / equipment on site.

19.0 BRIEF SCOPE OF WORK

Brief scope of work is included in Sub-Clause 2.0 of Notice Inviting Bid issued with the Bid documents.

20.0 PROGRAMME OF WORK

- 20.1 The program of work is included in Clause 2.2 .of the Notice Inviting Bid issued with the Bid documents.

21.0 PAYMENT

- 21.1 For the purpose of On-account payment, the Bidder shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- 21.2 The Bidder shall submit certified copies of vouchers showing quantity of cleaning and consumables brought to site for in charge's record.
- 21.3 If any activities not carried out as per the schedule of work the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to the Bidder and the charges incurred on it will be deducted from the Bidder's bill. In addition the applicable penalty will be levied as per Clause No.15.4 of SCC.
- 21.4 The payment shall be made on a monthly basis for no. of days /Shifts worked in a month. At the end of the month, the Bidder shall submit necessary documents & Bill in the standard format for payment.
- 21.5 Generally Bonus shall be payable @ Rs. 3,500 /- or as applicable from time to time for the staff of the agency for their performance in the preceding financial year and who has rendered service of one year in the JMRC premises. This shall be reimbursed to agency on submission of proof of one year regular service of staff including proof of proper payment of bonus, EPF contribution and ESI etc.

22.0 BIDDER'S OFFICE

The Bidder shall establish an office in the Municipal area of Jaipur in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Bidder may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

23.0 NOISE AND DISTURBANCE/POLLUTION

- 23.1 All works shall be carried out without unreasonable noise and disturbance. The Bidder shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.
- 23.2 Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Bidder shall take all reasonable precautions.

24.0 ADVANCES

No advances shall be paid to the Bidder

25.0 PRICE VARIATION CLAUSE

A. Wages considered for the estimation purpose for the man power other than team leader is based on minimum wages circulated by Extra Ordinary Gazette Of Rajasthan vide No. 5(6)/ U;w-os-@Je@2002@ikVZ notified on 29/04/2013 and published on 1/05/2013.

- a. Present labour rate considered for the Team Leader in the Estimate Cost is Rs. 7505/- Per Month. If the minimum wages of the “Highly Skilled” Labour is hiked, then the wages of the Team Leader shall be hiked by the same percentage vide which the minimum wages of the “Highly Skilled” labour are hiked.
- b. Any escalation in the above prescribed minimum wages due to revision of wages or revision in VDA etc. through government order/circulars etc shall cause hike in the accepted rate by Jaipur Metro Rail Corporation on pro-rata basis as illustrated below.
- c. At the time of revision of above mentioned minimum wages “Method of calculation of revised rates of item number 1 (a) of the BOQ for each station” is illustrated as below-
 - i. Estimated cost of item No. 1(a) of the BOQ is Rs. ‘A’(say)
 - ii. Original accepted price of the item no. 1 (a) of BOQ is Rs. ‘B’ (say)
 - iii. If minimum wages for the personnel employed (including of team leader) are revised and accordingly new estimated cost as per new minimum wages comes out to be Rs. ‘C’ (say)
 - iv. So percentage increase in the estimated cost due to increase in minimum wages is ‘x’ (say) = $\{(C - A)/A\} \times 100$
 - v. New accepted price of item 1(a) of BOQ shall be Rs. ‘D’ (say) and same shall be calculated as under
$$D = B \times [(100 + x)/100]$$

B. In addition to above, 5% per annum escalation on provision charges for machinery, chemical and consumables shall be payable on the accepted rate of BOQ for these activities/ items, i.e. for item no. 2 and 3 of the BOQ.

26.0 Cleaning & House keeping Records:

Bidder will have to maintain proper records of Cleaning & House keeping for each activity. Similarly, Bidder will have to make a Cleaning & Housekeeping Plan. Some of the records to be maintained are as follows:

- 1. Deployment of Man – power in all the shifts.**
- 2. Availability of Machines.**
- 3. Utilization of machines**
- 4. Stock details & utilization of Chemicals / Reagents.**

5. **Details of Cleaning & housekeeping activities carried in each shift as per Cleaning & housekeeping schedule of work.**
6. **Monthly summary of work carried out as per schedule of work.**
7. **Apart from the above, the managers / supervisor or authorized JMRC official in each shift will have to sign the cleaning and housekeeping monitoring booklets which will be kept in Station Control Room. These booklets will be also signed by the representative of the employer / agency in each shift. An attendance register will also be kept in the Station Control Room. All cleaning and housekeeping personnel including Team leader/ Manager/Supervisor will have to go to the Station Control Room and sign in attendance register at the starting of a shift.**

27.0 SUBMITTAL BY THE SUCCESSFUL BIDDER AND COMMENCEMENT OF WORK

Successful Bidder shall submit the following for getting the approval from the Employer within 3 days from the date of issue of LOA.

- 27.1 Deployment of min. man-power as mentioned in Form t III along with CVs of the personnel. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the Bidder's shall contains the following information but not limited to :-**

- a) **Name in full**
- b) **Father's name**
- c) **Date of Birth**
- d) **Present Address**
- e) **Permanent Address**
- f) **Educational Qualification**
- g) **Cleaning & Housekeeping experience**
- h) **Any other experience**

On top of every CV, the proposed category is also to be indicated.

- 27.2 Deployment of min. no. of Machinery & Equipments as mentioned in Form T IV along with Technical details like make, capacity, present conditions etc are to be submitted for approval.
- 27.3 The list of Chemicals/Detergents/Reagents/Disinfectants & Pesticides which should be environment friendly to the extent possible along with their applications and Material safety Data sheets are required to be submitted for approval.
- 27.4 Detailed Cleaning and Housekeeping procedures for all Cleaning and Housekeeping which shall contain the following but not limited to:-
- a) Step by step procedure.
 - b) Details of machinery and Equipment, Ladders, Elevated platforms, Mops, special cleaning equipment etc to be used.
 - c) Details of Chemicals/Reagents/Detergents/Pesticides/Disinfectants to be used.

However, the successful Bidder shall commence the work within 7 days from the date of issue of letter of acceptance irrespective of approval of the same by the Employer.

28 Toilet cleaning

- 28.1 Housekeeping agency shall be fully responsible for any loss, theft or missing of all the sanitary and water supply fittings installation and equipment in toilets at Metro station. Any damaged/loss of fittings shall be made good within 24 hrs failing which suitable penalty will be imposed as mentioned under para 15.4.6 of SCC.
- 28.2 The toilet in housekeeping possession should be kept clean & in hygienic condition and swept every 3 hrs. The drain and sewerage pipe line should be regularly cleaned in a programmed manner. It should be ensured that the choking material such as pocha/polythin/both etc. are not dropped in drain pipes line. Effort for speedy cleaning the drainage system must be ensured.

29. Insurance

- 29.1 All of the Bidder staff shall have to be covered under ESI. The Bidder shall take insurance policy as specified in the workmen's compensation act for the Bidder's staffs not covered by the ESI and shall arrange ESI coverage on priority.
- 29.2 The Bidder shall insure against liability to third parties in the joint name of the Employer, and the Bidder for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer), staff of other Bidder working in the premises, Bidder staff under sub clause 29.1) which may arise out of the performance of the contract. The insurance shall be at least for the amount of Rs. 100000/- for each incident. (CAR policy is not required for housekeeping work).

30. Additional conditions of contract:

1. Identity card to each housekeeping staff shall be issued by the Chief Security Commissioner or applicable officer of JMRC on payment of requisite fee for police verification and cost of card. The Bidder should submit application for this in the prescribed format clearly providing basic details affixing photograph and finger prints of the concerned staff. In the absence of valid identity card, the housekeeping staff shall not be permitted to enter into the station premises.
2. Team leader, Manager and Supervisor employed for cleaning and housekeeping works should be trained and certified BICS (British Institute of Cleaning Sciences, Gurgaon). They shall in turn train their other Housekeeping Personnel under them. Certificate of Team leader, Manager and supervisor should be produced before start of work.
3. The agency is required to submit undertaking in Form G regarding mobilization of minimum necessary machinery and equipments.
4. All demand draft required to be submitted along with the Bid shall be in favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
5. Audit on working of Tools, Equipments and machinery and utilization of cleaning chemicals shall be conducted every month on a specified date. In addition to this the surprise inspection shall also be conducted during cleaning operations.
6. The cleaning of additional surfaces, areas or additional works or execution of works/items related to cleaning and housekeeping works not provided in the Bid shall be undertaken by the Bidder as per clause 12 of General Conditions of Contract (GCC).
7. In emergent situations the personnel deployed at one stations may be shifted to another neighbouring stations in the package for performing cleaning works. Bidder shall not make any claim on this account.
8. The quoted Bid price would be inclusive of Service Tax, VAT and all other Taxes as applicable (Presently for estimation purpose Service Tax considered is 12.36% and VAT considered is 4%). Any increase/decrease or change in applicability of Service Tax/VAT after the date of submission of Bid will be applicable from the date of applicability of such Tax and prices will be adjusted accordingly. Invoice must always exhibit Tax element/component in this regard.

PART- 2

SPECIAL CONDITIONS FOR CLEANING AND HOUSE KEEPING

1.0 Cleaning and House keeping Operations Timings:

- 1.1 All cleaning and house keeping operations should be carried out as per the Schedule of work given in Annexure – A, B, C, D and E of Bill of Quantities, as per special conditions of contracts & as per the specification.
- 1.2 All major Cleaning and House keeping activities should be completed during Non-operational hours of the stations. The non-operational hours may be from 23.00 hrs to 5.00hrs. The Cleaning and House keeping activities should be completed between 00.00 & 04.30 hrs. If there is any change in the non-operational hours, the same shall be intimated to the Bidder as and when such timings changes. In day shifts cleaning and house keeping activities should be carried out as per shift wise and it should be carried out as per schedule of work and as & when required.
- 1.3 The Cleaning and House keeping works in the stations are to be carried out with special care during commercial hours in such a manner that it does not affect the movement of passengers, does not cause any accident to the personnel & passengers & in a manner that all areas in the station always gives a perfect clean work.

The tentative shift timings of stations are as follows: -

- 1) 22.00 hrs. to 06.00 hrs.
- 2) 06.00 hrs. to 14.00 hrs.
- 3) 14.00 hrs. to 22.00 hrs.
- 4) 8.00hrs to 17.00 hrs –General shift

2.0 Cleaning materials/detergents/ reagents:

- 2.1 The environmental friendly cleaning reagents/ detergents to the extent possible to be used for cleaning & house keeping operations. These should be free from chemical reactions, odorless and should not affect to Commuters, Employees, materials & equipment etc. Employers approval should be obtained before using the cleaning detergents/ reagents materials. The Bidder shall submit the final list of Eco friendly Reagents/detergents/chemicals with all the necessary Technical details & Test reports which are needed for approval within 3 days of awarding of contract. The Bidder will also submit details of Disinfectants, chemicals / pesticides for pest control / Rodent control with full technical details within 3 days for approval. Employer has a right to alter the given approval any time during the period of contract.
- 2.2 JMRC is in the process of implementing Integrated EHS Management as per ISO14001 & OHSAS 18001. For all Chemicals / Reagents which are to be used, Material safety data sheets will be required to be submitted.

3.0 Cleaning & House keeping Machineries/Equipments etc.:

The Machine & Equipment provided for cleaning & Housekeeping should have adequate capacities in such manner that all cleaning & housekeeping operation are comfortably completed during non operational hours and during shift hours.

Machineries & Equipment are to be provided as per Form T- IV. The Bidder shall also keep adequate no. of spare machine & equipment so that during any failure the Bidder is able to provide spare machine & equipment without affecting cleaning work. The upkeep and performance of machinery and equipment shall be full responsibility of Bidder

The Machineries & Equipments used in passenger areas like circulating area, concourse, staircases, platforms etc. should be Battery operated & battery should have sufficient capacity to complete the cleaning & house keeping operations in one go without replacing the battery at least in one shift. The Bidder shall use adequate no. of spare batteries which are kept in charged condition. The Bidder will have to use his own battery chargers.

The Machineries & Equipments used should be energy efficient & should draw the current in proportion of the machine capacity. The Bidder shall use only well maintained Machineries & Equipments.

If it is found that any machine is not working, amount shall be the deducted as per appendix to the form of Bid (Form A-ITT)

Only Adequately trained personnel shall use the Machines & Equipments.

4.0 Cleaning and housekeeping Personnel:

The personnel deployed for the cleaning & housekeeping operations should be qualified and trained in the relevant work and have the knowledge of safety procedures. The Personnel deployed should be covered with all statutory requirements at the cost of the Bidder. Medical fitnees certificate applicable for the designated job from a Government Medical Doctor or from a Registered Medical Practitioner for all the deployed staff to be submitted by the Bidder. The payment to house keeping staff be made through bank except in unavoidable circumstances. Details of payments duly certified by the bank to be submitted with next month bill without which payment will not be released.

The personnel should be smartly dressed in neat and clean approved uniforms having firms logo, the uniform and personel protection equipment (Shoes, helmet, gloves etc) should be provided free of cost by the Bidders.

5.0 Communication facility:

- i. The Managers must be equipped with mobile/WLL telephone
- ii. Supervisor of each station must be equipped with a mobile/WLL telephone, which shall be used by all shift-cleaning supervisors round the clock.

6.0 Cleaning procedures:

- 6.1 In few cases it may happen that employer has provided cleaning & house keeping procedures for particular equipments. The Bidder will have to follow the same. In

certain cases, Cleaning & House keeping operations may be required to be performed when such equipments are in operational condition or they are in energized condition. If employer does not give cleaning and housekeeping procedures, the Bidder shall give the cleaning and house keeping procedures and the same shall be got approved by the Employer. Bidder shall submit the detailed Cleaning procedures for different type of Cleaning & Housekeeping as mentioned in the Bid at various places.

- 6.2 All Electrical & electronic equipments shall be cleaned under the supervision of an authorized representative of the JMRC.
- 6.3 The Bidder shall clean only those areas of the Electrical/ Electronic and other specified equipments, which are either mentioned in the specification or permitted by the Employer or mentioned by the authorized representative of the Employer.
- 6.4 Before starting the cleaning and house keeping operations, detailed procedures including the deployment of staff, machines equipments etc. and the detergents/reagents to be used shall be submitted within 3 days from the date of issue of LOA.
- 6.5 Eco friendly cleaning detergents /reagents/ chemicals shall be used with the approval of JMRC. Bidder shall ensure adequate availability of the cleaning detergents/reagents chemicals etc. The proper records shall be maintained indicating the stock level of the cleaning detergents/reagents/chemicals etc on daily basis.

7.0 Accidents:

- 7.1 It shall be the sole responsibility of the Bidder to adopt all the safety measures & deploy Cleaning personnel who are adequately trained in safety.
- 7.2 If any accident occurs within the station area due to cleaning & Housekeeping operations or due to negligence on the part of the Bidder's personnel it shall be the full responsibility of the Bidder.
- 7.3 If any damage occurs to the structures/ material & equipment due to Cleaning and House keeping operations, the cost of damage will be recovered from the Bidder's bill.
- 7.4 Bidder shall submit the indemnity bond such that the Bidder's staff shall not claim of any type, payment, employment etc with employer. After completion of contract the Bidder shall withdraw all of his staff from the site without any claim.

8.0 Safety & display of Signages:

- 8.1 Bidder shall adopt the necessary safety procedures to avoid any type of accidents to passengers, Employer's personnel, any other personnel & to avoid damages to station assets.
- 8.2 The Bidder shall display necessary signages with the approval of the Employer or his authorized representative. The type of signages will also be got approved from the Employer or his authorized representative. While carrying out the work, necessary signages shall be deployed.

9.0 Consumables to be supplied by the Bidder:

The following shall be supplied during the contract period at the Bidders cost.

- a. Liquid soap in soap dispensers provided by the Employer. Wherever soap dispensers are not available, Bidder shall provide liquid soap with small soap dispensers as approved by the employer.
- b. Toilet papers (tissues) to be supplied
- c. Odomisers to be provided. odomisers to be fixed properly in bath rooms/toilets. Spray is also to be done in each shift in rooms of stations as specified by the Employer.
- d. The schedule to be displayed in toilets and inspected by the official (i.e. station Manager/Controller)

All items as mentioned above shall be made available. Whenever, any item is consumed, the same shall be replaced immediately. And all above mentioned item and other consumable chemical would be kept in custody of Station Manager/Station Controller and got issued as per daily requirement. Station Manager/Station Controller will maintain ledger of daily basis use of Chemical.

10.0 Uniforms, Name badges & Photo identity cards:

10.1 Approved uniforms are to be provided by the agency to worker/staff free of cost.

10.2 All Managers, Supervisors and Cleaning & Housekeeping staff shall wear neat & smart Uniform (Shirt, Pant, shoes etc.) with Firm's logo. All Team Leaders, Managers, Supervisors & housekeeping & cleaning staff shall be provided with Name badges & Photo identity cards. A copy of the photo identity card will be submitted to the Employer having the color photographs of the personnel and not the copy of photographs. Necessary Personnel protective Equipments shall be provided by the Bidder as per the requirement for implementation of ISO 14001 & OHSAS 18001. The Bidder will have to get the Police verification done for all the Cleaning & Housekeeping personnel deployed in stations. Intimation for deployment of new housekeeping staff after police verification to be submitted every month along with bill raised.

11.0 During any urgency on written requisition of employer representative additional manpower is to be made available for works not covered under scope of work. For extra manpower deployment payments will be made on verification of employer representative in a Format as given below:-

Date	Time		No. of Manpower Required	Reason	Sign. Of Station Incharge	Sign. Of Bidder
	From	To				

12.0 The Bidder shall keep record of all the activities carried out in each shift on a format approved by JMRC. The Bidder shall raise the bill on the basis of a monthly summary of the activities (on a format approved by JMRC) executed and verified by

the Bidder & Station Managers respectively. The payment would be made on the actual quantity of work executed.

- 12.1 The official of JMRC would carryout minimum one weekly inspection to assess the performance of Bidder's work. On the basis of their evaluation a suitable penalty may be imposed. The penalties imposed would be deducted from the monthly bills and would be in addition to the deduction of the amount for activities not executed by the Bidder.
- 12.3 The broad criteria for assessing the performance of Bidder's work is mentioned below service level to be checked before train revenue service start.

A. Floor:

S.No.	Parameter	Range	Grade	Remark
1	Shine Level	>70	Excellent	To be measured with a reference glos meter at 10 locations
		70-60	V.Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations
		No dust to 25% Dust	V.Good	
		26% dust to 40% Dust	Good	
		41% dust to 50% Dust	Average	
		>50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected at 10 minimum locations
		2-3 Marks / Sqm	V.Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	
		>10 Marks / Sqm	Poor	
4	Pan & Ghutka Stains	No stains	Excellent	To be inspected at 10 minimum locations
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	

B.Stairs:

S.No.	Parameter	Range	Grade	Remark
1	Shine Level	>70	Excellent	To be measured with a reference glos meter at 10 locations
		70-60	V.Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	

2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations
		No dust to 25% Dust	V.Good	
		26% dust to 40% Dust	Good	
		41% dust to 50% Dust	Average	
		<50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected at 10 minimum locations
		2-3 Marks / Sqm	V.Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	
		>10 Marks / Sqm	Poor	
4	Pan & Ghutka Stains	No stains	Excellent	To be inspected at 10 minimum locations
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	

C. Walls & Claddings:

S.No.	Parameter	Range	Grade	Remark
1	Shine Level	>70	Excellent	To be measured with a reference glos meter at 10 locations
		70-60	V. Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations
		No dust to 25% Dust	V. Good	
		26% dust to 40% Dust	Good	
		41% dust to 50% Dust	Average	
		>50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected at 10 minimum locations
		2-3 Marks / Sqm	V. Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	
		>10 Marks / Sqm	Poor	
4	Pan & Ghutka Stains	No stains	Excellent	To be inspected at 10 minimum locations
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	

D. Steel Works:

S.No.	Parameter	Range	Grade	Remarks
1	Shine Level	High Gloss	Excellent	To be inspected at 10 minimum locations
		Medium Gloss	Good	
		Low Gloss	Poor	
2	Bird Dropping	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	
3	Finger/Palm Marks	No Finger prints	Excellent	To be inspected at 10 minimum locations
		Any finger prints	Poor	
4	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations
		No dust to 25% Dust	V. good	
		26% dust to 40% Dust	Good	
		41% dust to 50% Dust	Average	
		>50%	Poor	
		No dust	Excellent	
5	Water Hardness Marks	No Marks	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations
		Some Marks	V. Good	
		Thick Deposits	Poor	

E. Glass Work/Finishes with frames

S.No.	Parameter	Range	Grade	Remarks
1	Bird Dropping	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	
2	Finger/Palm Marks	No Finger prints	Excellent	To be inspected at 10 minimum locations
		Any finger prints	Poor	
3	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations
		No dust to 25% Dust	V. Good	
		26% dust to 40% Dust	Good	
		41% dust to 50% Dust	Average	
		>50%	Poor	
		No dust	Excellent	

F. Escalators:

S.No.	Parameter	Range	Grade	Remarks
1	Bird Dropping	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	
2	Finger/Palm Marks	No Finger prints	Excellent	To be inspected at 10 minimum locations
		Any finger prints	Poor	
3	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations
		No dust to 25% Dust	V. Good	
		26% dust to 40% Dust	Good	
		41% dust to 50% Dust	Average	
		>50%	Poor	

G. Toilets:

S. No.	Parameter	Range	Grade	Remarks
1	Mirrors	Clean Mirrors with no water marks	Excellent	All mirrors to be inspected
		Clean Mirrors with some water marks	Good	
		Clean Mirrors with thick deposits	Poor	
2	Wash Basins	Sparkling Clean	Excellent	All wash basins to be inspected
		Clean with few marks	Good	
		Dirty	Poor	
3	WC Seats	Sparkling Clean	Excellent	All WCs to be inspected
		Any Marks	Poor	
4	Floor	Clean & Dry	Excellent	All toilets to be inspected
		Clean but wet	Good	
		Dirty	Poor	
5	Odour	Fragrance	Excellent	All toilets to be inspected
		Smell	Poor	

An average grade in every surprise inspection would be worked out on the basis of the aforementioned criteria and a penalty amounting from Rs.10,000/- to Rs.15,000/- shall be imposed for grades falling in Poor & Average category. For the evaluation of a grade following points would be assigned to grades:

Grade	Excellent	V. Good	Good	Average	Poor
Point	10	8	6	5	3

This penalty imposed would be in addition to penalties imposed for non-working machines & unsafe practices and deduction for deficient manpower and activities not performed, as mentioned elsewhere in the Bid document.

Volume-2

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SPECIFICATIONS FOR CLEANING & HOUSE-KEEPING ACTIVITIES

The Cleaning & House keeping of station buildings should be carried out as per frequency given in Annexure- A, B, C, D and E by using adequate no. of specified machineries & equipments. The bidder may have to use the suitable cleaning & washing Detergents/ Reagents etc. or as specified by JMRC.

A. CLEANING OF ARCHITECTURAL WORKS

1. Floor at Concourse, Platform, Passages, entry & exit structures.

Different types of floors provided for concourse, platform, passage including entry and exit structures provided in the Station Building shall be kept in neat and tidy conditions by using wet and dry cleaning methods with adequate trained personnel machines and equipments. The eco-friendly disinfectants detergents/ liquids shall be used. The machines/ equipments and disinfectant detergents/ liquids should not destroy the surface of flooring. Cleaning and housekeeping operations shall not cause any damage to the buildings, equipments, personnel etc. The concourse, platform passages area to be cleaned daily during non operational hours before the first train starts and then after cleaning to be done once in each shift and as and when required without affecting the passengers movements. The necessary signage boards shall be used to avoid any accidents. Undercroft area to be cleaned once in a week.

Different types of floor area in all rooms of station buildings

Different types of floors including vinyl flooring/ wooden flooring and skirting/ dado provided in different rooms of station buildings to be cleaned as per the frequency by using wet and dry cleaning methods by deploying specified cleaning equipments/ machines. The cleaning area should be kept in neat and tidy condition. All rooms to be cleaned during non operational hours and during shifts and as and when required. While cleaning, no damage should occur to the flooring, carpet and equipments provided in the rooms.

Parking Area

Parking lots of JMRC at stations shall also cleaned using required tools and equipments on every Saturday night and malba disposed off safely in approved manner to the nearest disposal site of JMC.

2.0 Different types of finishing works to walls, pillars etc.:

Different type of finishes like mosaic tile, mridul tiles, granite stone, washed stone grit plaster, acrylic polyurethane enamel paint applied on wood or metal works etc. shall be cleaned as per frequency given in the scope of work by using wet & dry cleaning methods with specified & cleaning equipments. While cleaning no damage should occur to the provided finishing works.

3.0 Cleaning of doors/window frames & shutters:

Different type of paneled or glazed doors/windows like wooden, Aluminum, Galvanized steel sheet doors, fire rated door etc. shall be cleaned by suitable (wet or dry or both) cleaning methods as per frequency. No scratches or damages shall occur on the surfaces being cleaned.

3.1 Cleaning of Glasses fixed to the doors, windows, Ticket Counters etc:

The Glass surface shall be cleaned gently with wet/dry cleaning methods as per frequency given in the scope of work (A). While cleaning the high raised glass surface proper care should be taken so that no cracks/ breakages occur. Suitable detergent/reagents to be used for cleaning.

4.0 Cleaning of Rolling shutters:

Various sizes of rolling shutters provided in the station are required to be cleaned by using suitable methods & trained personnel. The colour of the cleaned surface & the lubrication material like grease, oil etc. should not be deteriorated while cleaning.

5.0 Cleaning of stainless steel / mild steel/PVC hand railing:

Stainless steel / mild steel/PVC hand railing provided to the stair cases/balconies etc. to be cleaned along with the balusters by wet/dry cleaning methods. While cleaning no damage shall occur to the cleaning surfaces.

6.0 Cleaning of suspended ceiling:

Different type of ceiling like Arm strong ceiling, gypsum ceiling etc. to be cleaned with suitable method and specified equipments. This activity should be carried out with due care, while cleaning no commuters or other personnel should be affected. While cleaning no damage to be occurred to the cleaning surfaces.

7.0 Cleaning of Plat form roof ceiling:

The Plat form roof Ceiling provided with different type of roof sheets on the steel tubular truss etc. to be cleaned by using suitable methods with adequate trained personnel and cleaning equipments. The bidder shall take adequate care so that no accident occurs & cleaning operation does not cause any damages. The bidder shall make necessary arrangement to clean elevated surfaces with due safety.

The Roof Ceiling Cleaning in the platform area to be carried out as per the frequencies mentioned duly availing the Shadow Power Block & Permit to work from operations staff.

The Platform ceiling area is also having 25000 V AC Traction overhead equipments. Cleaning in such areas would need special permits to be issued by the authorized representative of the employer, without which Cleaning should not be attempted.

The Cleaning of such areas will have to be done during Non-Operational hours only after obtaining the PTW from station Controller.

DO'S AND DON'TS FOR HOUSEKEEPING STAFF

DO'S

1. In case of fire / anything unusual on electric traction equipment or wires, inform the station controller/Manager.
2. Extinguish fire by special extinguishers (carbon tetrachloride or carbon dioxide type, if available).
3. Ensure no water jet to be directed at the fire under any circumstances.
4. Before taking up the work on a line running parallel to 25 KV AC lines, the line shall be earthed on both sides. Ensure that the distance between the two earths used for protection does not exceed 1km.
5. Keep clear of the track and avoid contact with the rails when electric train within 250m.
6. Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2 meters of live OHE.
7. Cleaning work other than that of surface (i.e. of beam, pillars etc.) should be done during block period only.
8. Whenever washing or cleaning using water jets is done, take appropriate power block.
9. Cases of electric shock arising out of contact with 25 KV A.C traction equipment shall be reported immediately to TPC.

DON'Ts

1. Do not approach within 2 meters of any traction wires or live equipment.
2. Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/ permit to work obtained.
3. Do not enter any switching station or remote control centre unless specially permitted.
4. Do not touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
5. Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow any one else to touch it.
6. Cleaning work with conducting materials like Aluminium/ Steel rods should be avoided at all times when power block is not availed.
7. Do not lift or raise your tools towards traction wires.

8. Do not damage the plinth continuity, connection to BEC, OPC and handrail continuity.
9. Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
10. Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
11. Metallic telescopic rods are prohibited for use in the JMRC station.

Bidder has to submit undertaking in specified Performa w.r.t Do & Don'ts related to danger of work in the vicinity of 25KV traction

8.0 Cleaning of Bitumen Surface:

Bitumen surface provided for the service roads, circulating area/-parking area is to be cleaned by using dry cleaning methods as per frequency given in the scope of work (Annexure – A, B, C, D and E). Proper safety signage is to be used while cleaning to avoid any accidents. No traffic movements to be affected due to cleaning operations.

9.0 Cleaning of Pavement:

Pavement of concrete blocks, stone blocks etc. to be cleaned by using dry sweeping or any suitable method, which is provided along with, service roads/ circulating area/parking area. Proper safety signage is to be used while cleaning to avoid any accidents. No traffic movements to be affected due to cleaning operations.

10.0 Traction E&M, Signaling, Telecom & AFC Equipments & Miscellaneous items available in Station premises.

All Safety precautions are to be followed while cleaning the electrical equipments. Any accident if occur while Cleaning, shall be the sole responsibility of the bidder. All HT & LT panels are to be cleaned with the permission of authorized representatives of the Employers while Cleaning of Electrical equipments person shall wear suitable Hand-gloves & Safety Shoes. All Electrical Equipments should preferably be cleaned during non-commercial hours when they are switched off or as per the advice of the Employer's representative.

11.0 Cleaning of Lighting Fixtures & Accessories

All type of Lighting Fixtures (In-door as well as Outdoor) provided in various locations of Stations are to be suitably cleaned without affecting

the Fixtures & its accessories & without causing any damages to them. The frequency of attention shall be as per the scope of work given in Bill of Quantities.

The Lighting Fixtures along-with accessories like Bulb, Covers, Ballasts etc. are to be cleaned carefully by Trained personnel.

Special precaution needs to be taken for Cleaning of Lighting Fixtures which are provide in Platforms, Platform ceiling arches etc which are in the close vicinity of 25000V AC system. Cleaning of Lighting fixtures & accessories to be carried out as per the frequencies mentioned duly availing the Shadow Power Block & Permit to work from operations staff.

12. Cleaning of Fans: -

All Type of Fans provided in various locations of the stations are to be cleaned as per the frequency given in schedule of work. No stains or impressions should remain on fan body & fan blades. While Cleaning, the fastening should not get loosened which supports the ceiling fans.

13.0 Cleaning of D.G. Sets & Connected Equipments: -

The D.G. sets, connected panels, Battery Chargers, Fuel Tanks, Oil Barrels etc are to be cleaned by using a suitable method. D.G. set room contains flammable items; therefore extra care needs to be taken. The cleaning frequency shall be as per the **Schedule of Work**.

14.0 Cleaning of Air-Conditioners: -

All type of Air-conditioners like Window type, Split type, package type etc are to be cleaned by using suitable cleaning methods as per the frequency given in Schedule of work. All safety precautions need to be taken while cleaning Electrical Equipments only outer body of equipments along with Louver etc. are to be cleaned.

15.0 Cleaning of All HT & LT Equipments available in ASS room:-

All HT & LT equipments available in the ASS rooms are to be cleaned by using a suitable cleaning method. Only outer Louvers of the Equipment panels need to be cleaned by using Dry-Cleaning method. The cleaning has to be done in the presence of an authorised representative of the Employers or based on the permit given by the Authorised representative of the employer.

16.0 Cleaning of all LT equipments available in LT switch room:-

All LT equipments available in LT switch room are to be cleaned. Only outer body portion without live portion needs to be cleaned by using a suitable Dry cleaning method. All safety precautions are to be used. No damage shall cause while cleaning such equipments.

17.0 Cleaning of All Equipments available in UPS room (Electrical and Signalling Rooms)

The different types of equipments available in UPS room are to be cleaned by suitable methods & equipments. No operational services should be disrupted due to cleaning operations. While cleaning, the safety has to be ensured by the cleaning personnel. No equipment should be damaged due to cleaning. All safety precautions are to be used.

18.0 Cleaning of Equipments in Signalling room: -

All equipments available in the Signalling room and Station premises are to be Cleaned without Causing any damage by using suitable cleaning method. The Signalling rooms contain a lot of Electrical/Electronic Equipments, which are required to be carefully cleaned. The Signalling room is normally closed. The cleaning of Signalling equipments would need special permit by the authorized representative of the employer.

19.0 Cleaning of Equipments in Telecommunication room:-

All Equipments available in Telecom room & Station premises are to be cleaned. The Telecommunication equipments include the following: -

- a) All type of Passenger Information Display system equipments.
- b) All type of CCTV equipments
- c) All type of Master Clock equipments
- d) All type of Fiber optics equipments
- e) All type of Telephone & other communication equipments.

The Cleaning of Telecommunication equipments need to be done very carefully since many Electronic Components are used. The cleaning of Telecommunication equipments would need special permit to be given by the authorized representative of the bidder.

20.0 Cleaning of all Automatic Fare collection equipments

All Automatic Fare collection equipments need to be cleaned very carefully by using suitable cleaning methods. All safety precautions need to be taken. The Cleaning of Automatic fare collection equipments would need special permit to be given by the authorized representative of the Employer. The Automatic Fare collection equipments include station computers, AFC panels, all type of gates, Ticketing machines, Power supply equipments, Ticket readers etc.

21.0 Cleaning of all Equipments available in Station Control Room, Booking Offices, Excess Fare Office: - All Equipments, panels etc available in these rooms are to be cleaned by using suitable cleaning method duly taking all necessary precautions.

22.0 Cleaning of All Equipments available in Fire fighting room:

The different types of equipments available in Fire fighting room are to be cleaned by suitable methods & equipments. No operational services should be disrupted due to cleaning operations. While cleaning, the safety has to be ensured by the cleaning personnel. Any accident if occurs, shall be the sole responsibility of the bidder. No equipment should be damaged due to cleaning

23.0 Cleaning of All Equipments available in Pump room

The different types of equipments available in Pump room are to be cleaned by suitable methods & equipments. No operational services should be disrupted due to cleaning operations. While cleaning, the safety has to be ensured by the cleaning personnel .Any accident if occurs, shall be the sole responsibility of the bidder. No equipment should be damaged due to cleaning

24.0 Cleaning of Lifts:-

The Lifts are to be cleaned. Basically the Lift room meant for passengers to be cleaned. The Floor, walls Electrical Fan & Light fittings are to be cleaned. The Switch panel inside the Lift room & outside the Lift room are also to be cleaned including indication panel & communication equipment. Similarly, Lift Doors inside & Outside are to be cleaned. All Safety precautions are to be taken while cleaning the Lifts.

25.0 Cleaning of Escalators: -

All Escalators are to be carefully cleaned. The Cleaning may need special cleaning procedure to be followed, which is to be given by the Escalator manufacturer. If manufacturer does not give any cleaning procedure, then the bidder has to propose a suitable cleaning procedure, which will have to be approved by the Bidder. The Escalator steps, Balustrade and other items as permitted by the authorized representative of the Employer alone one are to be carefully cleaned. The cleaning should not cause any damage to the Escalators.

26.0 Cleaning of portable fire extinguishers/Smoke detectors/ Fire detectors

The portable fire extinguishers, smoke detectors, Fire detectors wherever available in the station building area are to be kept in neat condition.

27.0 Cleaning of butterfly valves / landing valves /internal hydrants, piping of all types

All type of valves provided for fire fighting pipe lines are to be carried out as per frequency given in the schedule of work (Annexure – A, B, C, D and E) by dry and wet cleaning methods. It should be ensured that no dust should be accumulating on the valves. The exposed surface of the pipe also to be cleaned and kept in neat condition always.

28.0 Cleaning of Cable Trays, Cable Trench Covers etc:- All types of Cable Trays, Cable Trenches covers etc are to be cleaned by using suitable cleaning method.

29.0 Cleaning of Telephones sets & accessories:

Telephone instruments provided in all the rooms of station building are to be cleaned by using suitable method. Telephone instrument should not be affected due to cleaning operations.

30.0 Cleaning of Computers and accessories:

Computers and its accessories like CPU; UPS; Printer, Keyboard Monitor etc. are to be cleaned as per frequency given in the schedule of work (Annexure – A, B, C, D and E) by suitable method. No data should be deleted or functioning of computer with held due to cleaning operations.

31.0 Cleaning of Signage boards/Notice boards:

Different types of Signage boards/Notice boards etc. provided in station buildings are to be cleaned as per frequency by suitable methods. The said boards should be kept neat & clean always.

32.0 Cleaning of furniture provided in all rooms/offices:

The different type of furniture provided in all rooms /offices of station building are to be cleaned as per frequency by suitable methods.

33.0 Cleaning of Office equipments

Different types of office equipments like Almirahs, Bookshelves, Rakes etc. are to be cleaned as per frequency given in the Schedule of work (Annexure – A, B, C, D and E)

34.0 Supply of Dust bins and Bio-degradable garbage disposal bags:

- a. The bidder shall supply adequate number of small and big transparent dustbins with the approval of employer.
- b. Sample of dust bin should be approved by the employer.
- c. Dust bins should only be provided in waste collection/ Refuse room for collection of waste generated during cleaning.
- d. Dustbins should be cleaned as per the requirement on daily basis.
- e. Dust bins shall be provided with bio-degradable garbage disposal bags/cover inside. Such dustbins should be sealed and be emptied in the approved JMC locations. The dustbins should be transported in a sealed condition only. Spare dustbins should be kept for waste collection when dustbins are sent for waste disposal.
- f. The dustbins are to be kept in neat and clean manner and should be cleaned and washed on daily basis.

35.0 Cleaning & sanitation of Bathrooms & Toilets:

The Bathrooms & Toilets provided in the Station premises are to be cleaned and to be kept in neat & hygienic condition. Necessary disinfectant is to be used for cleaning of toilets/ urinals/wash basins & flooring. Liquid soap, toilet tissues, odors etc to be provided on consumable basis as & when required at the cost of bidder. These items should be made available in the adequate quantity at various places in the Bathrooms & Toilets etc.

The blockage in the Sewage/water supply pipes shall be attended immediately. The water leakage in pipefittings i.e. Taps, Bends, Valves etc. to be attended immediately. The Employer will supply the required fittings or bidder shall make his own arrangements with the approval of the Employer. The blockage / leakage or any type of attention required for Sanitary fittings like Washbasins, Cisterns, W.C. pans etc. to be made immediately. The washbasins, cisterns etc. if overflows due to blockage or due to any defects in the fittings should be attended immediately. The over flow in water tanks shall be attended immediately. Bidder should take care about no water stagnation in the station premises due to leakage of pipes/overflows & spillage of water. Drain blockage caused due to negligence will be penalized as specified

36.0 Pest control:

Pest Control to be carried out as per frequency.

General Pest Control: once in a month and as when required

Treatment for: Cockroaches, lizards, Flies and ants, Silver fish and all other flying / crawling pests

Honey Bee control

Rodent/Carpet Treatment: once in a month and as when required

Household Rodent, Climbing rats, sewer rats, Bandit coots

Carpet beetles- Pesticide used should not leave any stain on the carpet.

37.0 Removal /disposal of garbage/debris/waste:

The collected garbage/debris/waste shall be disposed off to the Jaipur Metro Rail Corporation approved locations in closed condition by arranging vehicle at his end daily/as and when required by Station Manager without causing inconvenience to anybody. The bidder shall submit necessary procedure for removal / disposal of garbage/debris/waste for approval. The garbage /debris/waste may be required to be disposed several times in a day if required.

38.0 Cleaning & washing of Track plinth in the station area:

By using adequate trained personnel & equipments/machineries, the bidder should clean track bed structure within the station area limit for up & down lines. Washing of track plinth should be done with suitable methods as per the frequency given in the Annexure – A, B, C, D and E While cleaning proper care should be taken, so that no accident occurs. Any accident if occurs, shall be the

sole responsibility of the bidder. Track bed structure should not be destroyed while cleaning. While cleaning lubricant material, which is applied to the track fastenings should not be affected. The cleaning work shall be done only during non- operations hours. This work would need a special permit to be given by Authorised Representative of Employer. One or both rails might be used for traction return current. While cleaning the Track Bed, the bidder shall not disturb the existing track arrangement, other Traction, E&M, Signaling, Communication equipments provided near the Track.

39.0 Cleaning of Drainage System of entire Station premises

The drains provided at different locations i.e. Platform, Sub surface drains along the service roads, parking areas etc. to be cleaned regularly and ensure that no blockage of water should occurs. If any blockage occurs, it should be removed immediately & disposed off to the approved JMC locations. While cleaning proper care should be taken to avoid any accidents. If it happens to clean the Platform drains during operation hours, work should be carried out with the permission of the Employer's authorized person and necessary Safety Signages should be provided. While removing the cover slabs proper care should be taken so that no cover slabs should be broken and the cover slab should be put back after the completion of cleaning work.

ANNEXURE -A

Schedule of Cleaning and House keeping items at Mansarovar Metro Station

Item No.	Description of items	App. quantity	Frequency	Remarks	Percentage weightage
Group-I					
1.	Scrubbing, wet cleaning of floor, Con course, Plat form, passages & different types of floor area provided in station building	5000 Sqm	Once in each shift & as and when required	Kota stone; cement concrete etc.	65.00%
2.	Cleaning of passages & different types of floor area provided in different rooms & stair cases of station building	3200 Sqm	Once in a day & as and when required	Marble; Vitrified tile flooring/ false flooring etc.	09.50%
Group-II					
1	Cleaning of Different types of finishing works	2500 Sqm.	Daily & as and when required		5.00%
2	Cleaning of Different types of doors/ windows frames& shutters	400 Sqm	Daily & as and when required		0.50%
3	Cleaning of Glasses fixed to the doors; windows; Ticket counters & Else where in the station area.	450 sqm	Daily & as and when required		0.50%
Group-III					
1	Cleaning of Rolling shutters	As available	Daily & as and when required		0.50%
Group-IV					
1	Cleaning of Stainless steel/PVC hand railing	200 Rm	Daily & as and when required		0.30%

Group-V					
1	Cleaning of suspended ceiling	As available	Once in a Fortnight & as and when required		0.50%
Group-VI					
1	Cleaning of Ceramic/Stone Jalli	As available	Once in a week & as and when required		0.10%
Group-VII					
1	Cleaning of Roof Ceiling etc.	5000 Sqm	Once in a month & as and when required		4.00%
Group-VIII					
1	Cleaning & sanitation of Toilets & Bath Rooms	As Available	Four times in each shift		2.851%
Group - IX					
1	Cleaning and attention of all drains	As available	Daily & as and when required		0.50%
Group- X					
1.	Cleaning and washing of Track plinth	1300 Sqm	20 days in a month (under non operational hours provided power block is made available by JMRC).		0.025%
2.	Cleaning of parking area	As available	Once in a week & as and when required		0.012%

3.	Cleaning of under croft area in underground stations	As available	Once in a week & as and when required		0.012%
Group- XII					
1	Cleaning of Portable fire extinguishers/smoke detectors/ Fire detectors	As available	Once in a Fortnight & as and when required		0.10%
2	Cleaning of Fire pump panel	As available	Once in a Fortnight & as and when required		0.10%
3	Cleaning of Butterfly valves /landing valves/internal hydrants/piping of all types	As available	Once in a Fortnight & as and when required		0.10%
Group- XIII					
1	Cleaning of Indoor lighting & accessories	As available	Once in a week & as and when required		0.10%
2	Cleaning of Switch boards/Panels/distribution boards	As available	Once in a week & as and when required		0.10%
Group- XIV					
1	Cleaning of Fans/exhaust fans & accessories	As available	Once in a Fortnight & as and when required		0.05%
2	Cleaning of External lighting fittings & accessories	As available	Once in a Fortnight & as and when required		0.15%
Group- XV					
1	Cleaning of Escalators	As Available	Daily & as and when required		1.00%

Group- XVI					
1	Cleaning of Lift	As available	Daily & as and when required		1.00%
Group- XVII					
1	Cleaning of Telephone sets & accessories	As available	Daily & as and when required		0.05%
2	Cleaning of Computers & accessories & all other Misc. items	As available	Daily & as and when required		0.05%
Group- XVIII					
1	Cleaning of DG set & connected equipments	As available	Once in a week & as and when required		0.20%
Group- XIX					
1	Cleaning of all HT & LT equipments available in ASS Room	As available	Once in a week & as and when required		0.20%
2	Cleaning of all LT equipments available in LT Switch room	As available	Once in a week & as and when required		0.05%
3	Cleaning of all equipments available in UPS room (Signaling & Electrical)	As available	Once in a week & as and when required		0.25%
Group- XX					
1	Cleaning of Pump room with equipments available	As available	Once in a week & as and when required		0.25%
Group- XXI					
1	Cleaning of all equipments in Signaling room of other than the items covered else where.	As available	Once in a week & as and when required		0.25%
2	Cleaning of all equipments available in station control Room, booking offices,	As available	Once in a week & as		0.25%

	Excess Fare office other than the items covered else where.		and when required		
Group- XXII					
1	Cleaning of cable Trays, cable trench Covers etc.	As available	Once in a week & as and when required		0.10%
Group- XXIII					
1	Cleaning of Air conditioners	As available	Once in a week & as and when required		0.25%
Group- XXIV					
1	Cleaning of Furniture, Office equipments etc.	As available	Once in a week & as and when required		0.10%
Group- XXV					
1	Cleaning of all equipments available in Telecom room	As available	Once in a week & as and when required		0.25%
Group- XXVI					
1	Cleaning of automatic fare collection system	As available	Daily & as and when required		0.25%
Group -XXVII					
1	Supply on dustbins and Bio-degradable garbage disposal bags and disposal of waste garbage, dust, dirt, rubbish in it.	As available	Once in a month & as and when required		0.10%
Group -XXVIII					
1	Cleaning of Pavement/ circulating area	As available	Daily & as and when required		4.00%
2	Cleaning of Bitumen surface	As available	Daily & as and when required		1.00%

Group –XXIX					
1	Cleaning of Sign Boards/ Name Boards/Notice boards	As available	Daily & as and when required		0.05%
Group –XXX					
1	Supply and Cleaning of Dust bins	As required	Daily & as and when required		0.10%
Group –XXXI					
1	Pest control	As required	Once in a month & as and when required (under non operational hours)		0.25%

Note: The items & quantities shown are only for the guidance to the Bidders.
However, Bidder should visit the site and assess the quantum of work
involved before quoting the rate.

ANNEXURE -B

Schedule of Cleaning and House keeping items at New Atish Market Metro Station

Item No.	Description of items	App. Quantity (for one year)	Frequency	Remarks	Percentage weightage
Group-I					
1.	Scrubbing, wet cleaning of floor, Con course, Plat form, passages & different types of floor area provided in station building	5000 Sqm	Once in each shift & as and when required	Kota stone; cement concrete etc.	65.00%
2.	Cleaning of passages & different types of floor area provided in different rooms & stair cases of station building	3200 Sqm	Once in a day & as and when required	Marble; Vitrified tile flooring/ false flooring etc.	09.50%
Group-II					
1	Cleaning of Different types of finishing works	2500 Sqm.	Daily & as and when required		5.00%
2	Cleaning of Different types of doors/ windows frames& shutters	400 Sqm	Daily & as and when required		0.50%
3	Cleaning of Glasses fixed to the doors; windows; Ticket counters & Else where in the station area.	450 sqm	Daily & as and when required		0.50%
Group-III					
1	Cleaning of Rolling shutters	As available	Daily & as and when required		0.50%
Group-IV					
1	Cleaning of Stainless steel/PVC hand	200 Rm	Daily & as		0.30%

	railing		and when required		
Group-V					
1	Cleaning of suspended ceiling	As available	Once in a Fortnight & as and when required		0.50%
Group-VI					
1	Cleaning of Ceramic/Stone Jalli	As available	Once in a week & as and when required		0.10%
Group-VII					
1	Cleaning of Roof Ceiling etc.	5000 Sqm	Once in a month & as and when required		4.00%
Group-VIII					
1	Cleaning & sanitation of Toilets & Bath Rooms	As Available	Four times in each shift		2.851%
Group - IX					
1	Cleaning and attention of all drains	As available	Daily & as and when required		0.50%
Group- X					
1.	Cleaning and washing of Track plinth	1300 Sqm	20 days in a month (under non operational hours provided power block is made available by JMRC).		0.025%
2.	Cleaning of parking area	As available	Once in a week & as and when		0.012%

			required		
3.	Cleaning of under croft area in underground stations	As available	Once in a week & as and when required		0.012%
Group- XII					
1	Cleaning of Portable fire extinguishers/smoke detectors/ Fire detectors	As available	Once in a Fortnight & as and when required		0.10%
2	Cleaning of Fire pump panel	As available	Once in a Fortnight & as and when required		0.10%
3	Cleaning of Butterfly valves /landing valves/internal hydrants/piping of all types	As available	Once in a Fortnight & as and when required		0.10%
Group- XIII					
1	Cleaning of Indoor lighting & accessories	As available	Once in a week & as and when required		0.10%
2	Cleaning of Switch boards/Panels/distribution boards	As available	Once in a week & as and when required		0.10%
Group- XIV					
1	Cleaning of Fans/exhaust fans & accessories	As available	Once in a Fortnight & as and when required		0.05%
2	Cleaning of External lighting fittings & accessories	As available	Once in a Fortnight & as and when required		0.15%
Group- XV					
1	Cleaning of Escalators	As available	Daily & as and when required		1.00%

Group- XVI					
1	Cleaning of Lift	As available	Daily & as and when required		1.00%
Group- XVII					
1	Cleaning of Telephone sets & accessories	As available	Daily & as and when required		0.05%
2	Cleaning of Computers & accessories & all other Misc. items	As available	Daily & as and when required		0.05%
Group- XVIII					
1	Cleaning of DG set & connected equipments	As available	Once in a week & as and when required		0.20%
Group- XIX					
1	Cleaning of all HT & LT equipments available in ASS Room	As available	Once in a week & as and when required		0.20%
2	Cleaning of all LT equipments available in LT Switch room	As available	Once in a week & as and when required		0.05%
3	Cleaning of all equipments available in UPS room (Signaling & Electrical)	As available	Once in a week & as and when required		0.25%
Group- XX					
1	Cleaning of Pump room with equipments available	As available	Once in a week & as and when required		0.25%
Group- XXI					
1	Cleaning of all equipments in Signaling room of other than the items covered else where.	As available	Once in a week & as and when required		0.25%
2	Cleaning of all equipments available in station control Room, booking offices,	As available	Once in a week & as		0.25%

	Excess Fare office other than the items covered else where.		and when required		
Group- XXII					
1	Cleaning of cable Trays, cable trench Covers etc.	As available	Once in a week & as and when required		0.10%
Group- XXIII					
1	Cleaning of Air conditioners	As available	Once in a week & as and when required		0.25%
Group- XXIV					
1	Cleaning of Furniture, Office equipments etc.	As available	Once in a week & as and when required		0.10%
Group- XXV					
1	Cleaning of all equipments available in Telecom room	As available	Once in a week & as and when required		0.25%
Group- XXVI					
1	Cleaning of automatic fare collection system	As available	Daily & as and when required		0.25%
Group -XXVII					
1	Supply on dustbins and Bio-degradable garbage disposal bags and disposal of waste garbage, dust, dirt, rubbish in it.	As available	Once in a month & as and when required		0.10%
Group -XXVIII					
1	Cleaning of Pavement/ circulating area	As available	Daily & as and when required		4.00%
2	Cleaning of Bitumen surface	As available	Daily & as and when required		1.25%

Group –XXIX					
1	Cleaning of Sign Boards/ Name Boards/Notice boards	As available	Daily & as and when required		0.05%
Group –XXX					
1	Supply and Cleaning of Dust bins	As required	Daily & as and when required		0.10%
Group –XXXI					
1	Pest control		Once in a month & as and when required (under non operational hours)		0.25%

Note: The items & quantities shown are only for the guidance to the Tenderers. However, tenderer should visit the site and assess the quantum of work involved before quoting the rate.

ANNEXURE -C

Schedule of Cleaning and House keeping items at Vivek Vihar Metro Station

Item No.	Description of items	App. quantity	Frequency	Remarks	Percentage weightage
Group-I					
1.	Scrubbing, wet cleaning of floor, Con course, Plat form, passages & different types of floor area provided in station building	5000 Sqm	Once in each shift & as and when required	Kota stone; cement concrete etc.	65.00%
2.	Cleaning of passages & different types of floor area provided in different rooms & stair cases of station building	3200 Sqm	Once in a day & as and when required	Marble; Vitrified tile flooring/ false flooring etc.	09.50%
Group-II					
1	Cleaning of Different types of finishing works	2500 Sqm.	Daily & as and when required		5.00%
2	Cleaning of Different types of doors/ windows frames& shutters	400 Sqm	Daily & as and when required		0.50%
3	Cleaning of Glasses fixed to the doors; windows; Ticket counters & Else where in the station area.	450 sqm	Daily & as and when required		0.50%
Group-III					
1	Cleaning of Rolling shutters	As available	Daily & as and when required		0.50%
Group-IV					
1	Cleaning of Stainless steel/PVC hand railing	200 Rm	Daily & as and when required		0.30%

Group-V					
1	Cleaning of suspended ceiling	As available	Once in a Fortnight & as and when required		0.50%
Group-VI					
1	Cleaning of Ceramic/Stone Jalli	As available	Once in a week & as and when required		0.10%
Group-VII					
1	Cleaning of Roof Ceiling etc.	6800 Sqm	Once in a month & as and when required		4.00%
Group-VIII					
1	Cleaning & sanitation of Toilets & Bath Rooms	As Available	Four times in each shift		2.851%
Group - IX					
1	Cleaning and attention of all drains	As available	Daily & as and when required		0.50%
Group- X					
1.	Cleaning and washing of Track plinth	1300 Sqm	20 days in a month (under non operational hours provided power block is made available by JMRC).		0.025%
2.	Cleaning of parking area	As available	Once in a week & as and when required		0.012%

3.	Cleaning of undercroft area in underground stations	As available	Once in a week & as and when required		0.012%
Group- XII					
1	Cleaning of Portable fire extinguishers/smoke detectors/ Fire detectors	As available	Once in a Fortnight & as and when required		0.10%
2	Cleaning of Fire pump panel	As available	Once in a Fortnight & as and when required		0.10%
3	Cleaning of Butterfly valves /landing valves/internal hydrants/piping of all types	As available	Once in a Fortnight & as and when required		0.10%
Group- XIII					
1	Cleaning of Indoor lighting & accessories	As available	Once in a week & as and when required		0.10%
2	Cleaning of Switch boards/Panels/distribution boards	As available	Once in a week & as and when required		0.10%
Group- XIV					
1	Cleaning of Fans/exhaust fans & accessories	As available	Once in a Fortnight & as and when required		0.05%
2	Cleaning of External lighting fittings & accessories	As available	Once in a Fortnight & as and when required		0.15%
Group- XV					

1	Cleaning of Escalators	As Available	Daily & as and when required		1.00%
Group- XVI					
1	Cleaning of Lift	As available	Daily & as and when required		1.00%
Group- XVII					
1	Cleaning of Telephone sets & accessories	As available	Daily & as and when required		0.05%
2	Cleaning of Computers & accessories & all other Misc. items	As available	Daily & as and when required		0.05%
Group- XVIII					
1	Cleaning of DG set & connected equipments	As available	Once in a week & as and when required		0.20%
Group- XIX					
1	Cleaning of all HT & LT equipments available in ASS Room	As available	Once in a week & as and when required		0.20%
2	Cleaning of all LT equipments available in LT Switch room	As available	Once in a week & as and when required		0.05%
3	Cleaning of all equipments available in UPS room (Signaling & Electrical)	As available	Once in a week & as and when required		0.25%
Group- XX					
1	Cleaning of Pump room with equipments available	As available	Once in a week & as and when required		0.25%
Group- XXI					
1	Cleaning of all equipments in Signaling room of other than the items covered else where.	As available	Once in a week & as and when		0.25%

			required		
2	Cleaning of all equipments available in station control Room, booking offices, Excess Fare office other than the items covered else where.	As available	Once in a week & as and when required		0.25%
Group- XXII					
1	Cleaning of cable Trays, cable trench Covers etc.	As available	Once in a week & as and when required		0.10%
Group- XXIII					
1	Cleaning of Air conditioners	As available	Once in a week & as and when required		0.25%
Group- XXIV					
1	Cleaning of Furniture, Office equipments etc.	As available	Once in a week & as and when required		0.10%
Group- XXV					
1	Cleaning of all equipments available in Telecom room	As available	Once in a week & as and when required		0.25%
Group- XXVI					
1	Cleaning of automatic fare collection system	As available	Daily & as and when required		0.25%
Group -XXVII					
1	Supply on dustbins and Bio-degradable garbage disposal bags and disposal of waste garbage, dust, dirt, rubbish in it.	As available	Once in a month & as and when required		0.10%
Group -XXVIII					
1	Cleaning of Pavement/ circulating area	As available	Daily & as and when required		4.00%

2	Cleaning of Bitumen surface	As available	Daily & as and when required		1.25%
Group –XXIX					
1	Cleaning of Sign Boards/ Name Boards/Notice boards	As available	Daily & as and when required		0.05%
Group –XXX					
1	Supply and Cleaning of Dust bins	As required	Daily & as and when required		0.10%
Group –XXXI					
1	Pest control		Once in a month & as and when required (under non operational hours)		0.25%

Note: The items & quantities shown are only for the guidance to the Tenderers. However, tenderer should visit the site and assess the quantum of work involved before quoting the rate.

ANNEXURE -D

Schedule of Cleaning and House keeping items at Shyam Nagar Metro Station

Item No.	Description of items	App. quantity	Frequency	Remarks	Percentage weightage
-I					
1.	Scrubbing, wet cleaning of floor, Con course, Plat form, passages & different types of floor area provided in station building	5000 Sqm	Once in each shift & as and when required	Kota stone; cement concrete etc.	65.00%
2.	Cleaning of passages & different types of floor area provided in different rooms & stair cases of station building	3200 Sqm	Once in a day & as and when required	Marble; Vitrified tile flooring/ false flooring etc.	09.50%
Group-II					
1	Cleaning of Different types of finishing works	2500 Sqm.	Daily & as and when required		5.00%
2	Cleaning of Different types of doors/ windows frames& shutters	400 Sqm	Daily & as and when required		0.50%
3	Cleaning of Glasses fixed to the doors; windows; Ticket counters & Else where in the station area.	450 sqm	Daily & as and when required		0.50%
Group-III					
1	Cleaning of Rolling shutters	As available	Daily & as and when required		0.50%
Group-IV					
1	Cleaning of Stainless steel/PVC hand railing	200 Rm	Daily & as and when required		0.30%

Group-V					
1	Cleaning of suspended ceiling	As available	Once in a Fortnight & as and when required		0.50%
Group-VI					
1	Cleaning of Ceramic/Stone Jalli	As available	Once in a week & as and when required		0.10%
Group-VII					
1	Cleaning of Roof Ceiling etc.	5000 Sqm	Once in a month & as and when required		4.00%
Group-VIII					
1	Cleaning & sanitation of Toilets & Bath Rooms	As Available	Four times in each shift		2.851%
Group – IX					
1	Cleaning and attention of all drains	As available	Daily & as and when required		0.50%
Group- X					
1.	Cleaning and washing of Track plinth	1300 Sqm	20 days in a month (under non operational hours provided power block is made available by JMRC).		0.025%
2.	Cleaning of parking area	As available	Once in a week & as and when required		0.012%

3.	Cleaning of under croft area in underground stations	As available	Once in a week & as and when required		0.012%
Group- XII					
1	Cleaning of Portable fire extinguishers/smoke detectors/ Fire detectors	As available	Once in a Fortnight & as and when required		0.10%
2	Cleaning of Fire pump panel	As available	Once in a Fortnight & as and when required		0.10%
3	Cleaning of Butterfly valves /landing valves/internal hydrants/piping of all types	As available	Once in a Fortnight & as and when required		0.10%
Group- XIII					
1	Cleaning of Indoor lighting & accessories	As available	Once in a week & as and when required		0.10%
2	Cleaning of Switch boards/Panels/distribution boards	As available	Once in a week & as and when required		0.10%
Group- XIV					
1	Cleaning of Fans/exhaust fans & accessories	As available	Once in a Fortnight & as and when required		0.05%
2	Cleaning of External lighting fittings & accessories	As available	Once in a Fortnight & as and when required		0.15%
Group- XV					

1	Cleaning of Escalators	As available	Daily & as and when required		1.00%
Group- XVI					
1	Cleaning of Lift	As available	Daily & as and when required		1.00%
Group- XVII					
1	Cleaning of Telephone sets & accessories	As available	Daily & as and when required		0.05%
2	Cleaning of Computers & accessories & all other Misc. items	As available	Daily & as and when required		0.05%
Group- XVIII					
1	Cleaning of DG set & connected equipments	As available	Once in a week & as and when required		0.20%
Group- XIX					
1	Cleaning of all HT & LT equipments available in ASS Room	As available	Once in a week & as and when required		0.20%
2	Cleaning of all LT equipments available in LT Switch room	As available	Once in a week & as and when required		0.05%
3	Cleaning of all equipments available in UPS room (Signaling & Electrical)	As available	Once in a week & as and when required		0.25%
Group- XX					
1	Cleaning of Pump room with equipments available	As available	Once in a week & as and when required		0.25%
Group- XXI					
1	Cleaning of all equipments in Signaling room of other than the items covered else where.	As available	Once in a week & as and when		0.25%

			required		
2	Cleaning of all equipments available in station control Room, booking offices, Excess Fare office other than the items covered else where.	As available	Once in a week & as and when required		0.25%
Group- XXII					
1	Cleaning of cable Trays, cable trench Covers etc.	As available	Once in a week & as and when required		0.10%
Group- XXIII					
1	Cleaning of Air conditioners	As available	Once in a week & as and when required		0.25%
Group- XXIV					
1	Cleaning of Furniture, Office equipments etc.	As available	Once in a week & as and when required		0.10%
Group- XXV					
1	Cleaning of all equipments available in Telecom room	As available	Once in a week & as and when required		0.25%
Group- XXVI					
1	Cleaning of automatic fare collection system	As available	Daily & as and when required		0.25%
Group -XXVII					
1	Supply on dustbins and Bio-degradable garbage disposal bags and disposal of waste garbage, dust, dirt, rubbish in it.	As available	Once in a month & as and when required		0.10%
Group -XXVIII					
1	Cleaning of Pavement/ circulating area	As available	Daily & as and when required		4.00%

2	Cleaning of Bitumen surface	As available	Daily & as and when required		1.25%
Group –XXIX					
1	Cleaning of Sign Boards/ Name Boards/Notice boards	As available	Daily & as and when required		0.05%
Group –XXX					
1	Supply and Cleaning of Dust bins	As required	Daily & as and when required		0.10%
Group –XXXI					
1	Pest control		Once in a month & as and when required (under non operational hours)		0.25%

Note: The items & quantities shown are only for the guidance to the Tenderers.
However, tenderer should visit the site and assess the quantum of work
involved before quoting the rate.

ANNEXURE -E

Schedule of Cleaning and House keeping items at Ram Nagar Metro Station

Item No.	Description of items	App. quantity	Frequency	Remarks	Percentage weightage
Group-I					
1.	Scrubbing, wet cleaning of floor, Con course, Plat form, passages & different types of floor area provided in station building	5000 Sqm	Once in each shift & as and when required	Kota stone; cement concrete etc.	65.00%
2.	Cleaning of passages & different types of floor area provided in different rooms & stair cases of station building	3200 Sqm	Once in a day & as and when required	Marble; Vitrified tile flooring/ false flooring etc.	09.50%
Group-II					
1	Cleaning of Different types of finishing works	2500 Sqm.	Daily & as and when required		5.00%
2	Cleaning of Different types of doors/ windows frames& shutters	400 Sqm	Daily & as and when required		0.50%
3	Cleaning of Glasses fixed to the doors; windows; Ticket counters & Else where in the station area.	450 sqm	Daily & as and when required		0.50%
Group-III					
1	Cleaning of Rolling shutters	As available	Daily & as and when required		0.50%
Group-IV					
1	Cleaning of Stainless steel/PVC hand railing	200 Rm	Daily & as and when required		0.30%

Group-V					
1	Cleaning of suspended ceiling	As available	Once in a Fortnight & as and when required		0.50%
Group-VI					
1	Cleaning of Ceramic/Stone Jalli	As available	Once in a week & as and when required		0.10%
Group-VII					
1	Cleaning of Roof Ceiling etc.	5000 Sqm	Once in a month & as and when required		4.00%
Group-VIII					
1	Cleaning & sanitation of Toilets & Bath Rooms	As Available	Four times in each shift		2.851%
Group - IX					
1	Cleaning and attention of all drains	As available	Daily & as and when required		0.50%
Group- X					
1.	Cleaning and washing of Track plinth	1300 Sqm	20 days in a month (under non operational hours provided power block is made available by JMRC).		0.025%
2.	Cleaning of parking area	As available	Once in a week & as and when required		0.012%

3.	Cleaning of under croft area in underground stations	As available	Once in a week & as and when required		0.012%
Group- XII					
1	Cleaning of Portable fire extinguishers/smoke detectors/ Fire detectors	As available	Once in a Fortnight & as and when required		0.10%
2	Cleaning of Fire pump panel	As available	Once in a Fortnight & as and when required		0.10%
3	Cleaning of Butterfly valves /landing valves/internal hydrants/piping of all types	As available	Once in a Fortnight & as and when required		0.10%
Group- XIII					
1	Cleaning of Indoor lighting & accessories	As available	Once in a week & as and when required		0.10%
2	Cleaning of Switch boards/Panels/distribution boards	As available	Once in a week & as and when required		0.10%
Group- XIV					
1	Cleaning of Fans/exhaust fans & accessories	As available	Once in a Fortnight & as and when required		0.05%
2	Cleaning of External lighting fittings & accessories	As available	Once in a Fortnight & as and when required		0.15%
Group- XV					

1	Cleaning of Escalators	As available	Daily & as and when required		1.00%
Group- XVI					
1	Cleaning of Lift	As available	Daily & as and when required		1.00%
Group- XVII					
1	Cleaning of Telephone sets & accessories	As available	Daily & as and when required		0.05%
2	Cleaning of Computers & accessories & all other Misc. items	As available	Daily & as and when required		0.05%
Group- XVIII					
1	Cleaning of DG set & connected equipments	As available	Once in a week & as and when required		0.20%
Group- XIX					
1	Cleaning of all HT & LT equipments available in ASS Room	As available	Once in a week & as and when required		0.20%
2	Cleaning of all LT equipments available in LT Switch room	As available	Once in a week & as and when required		0.05%
3	Cleaning of all equipments available in UPS room (Signaling & Electrical)	As available	Once in a week & as and when required		0.25%
Group- XX					
1	Cleaning of Pump room with equipments available	As available	Once in a week & as and when required		0.25%
Group- XXI					
1	Cleaning of all equipments in Signaling room of other than the items covered else where.	As available	Once in a week & as and when		0.25%

			required		
2	Cleaning of all equipments available in station control Room, booking offices, Excess Fare office other than the items covered else where.	As available	Once in a week & as and when required		0.25%
Group- XXII					
1	Cleaning of cable Trays, cable trench Covers etc.	As available	Once in a week & as and when required		0.10%
Group- XXIII					
1	Cleaning of Air conditioners	As available	Once in a week & as and when required		0.25%
Group- XXIV					
1	Cleaning of Furniture, Office equipments etc.	As available	Once in a week & as and when required		0.10%
Group- XXV					
1	Cleaning of all equipments available in Telecom room	As available	Once in a week & as and when required		0.25%
Group- XXVI					
1	Cleaning of automatic fare collection system	As available	Daily & as and when required		0.25%
Group -XXVII					
1	Supply on dustbins and Bio-degradable garbage disposal bags and disposal of waste garbage, dust, dirt, rubbish in it.	As available	Once in a month & as and when required		0.10%
Group -XXVIII					
1	Cleaning of Pavement/ circulating area	As available	Daily & as and when required		4.00%

2	Cleaning of Bitumen surface	As available	Daily & as and when required		1.25%
Group –XXIX					
1	Cleaning of Sign Boards/ Name Boards/Notice boards	As available	Daily & as and when required		0.05%
Group –XXX					
1	Supply and Cleaning of Dust bins	As required	Daily & as and when required		0.10%
Group –XXXI					
1	Pest control		Once in a month & as and when required (under non operational hours)		0.25%

Note: The items & quantities shown are only for the guidance to the Tenderers. However, tenderer should visit the site and assess the quantum of work involved before quoting the rate.



JAIPUR METRO RAIL CORPORATION LIMITED

GENERAL CONDITIONS OF CONTRACT (GCC)
(NOVEMBER 2013)



GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In the contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.
- 1.1.1 **Documents**
- 1.1.1.1 **"Appendix to Form of Tender"** means the completed pages marked as Appendix, which are appended to and form part of the Tender.
- 1.1.1.2 **"Bill of Quantity"** means a document containing various items of payment and contains schedule of Payment also.
- 1.1.1.3 **"Construction and/or Manufacture Documents"** means all drawings, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals, and other manuals and information of a similar nature, to be submitted by the Contractor.
- 1.1.1.4 **"Contract"** means the Contract Agreement, the Letter of Acceptance, the letter of tender, General Conditions of Contract, Special Conditions of Contract, the Employer's Requirements, the Tender, the Notice Inviting Tender, Instructions To Tenderers, the Contractor's Proposal, the Schedules, and such further documents which are listed in the Letter of Acceptance or Contract Agreement (if completed).
- 1.1.1.5 **"Contract Agreement"** means the contract agreement referred to in Sub- Clause 1.4. It shall also include all subsequent modifications/ amendments to the Contract as a result of the communications or negotiation proceedings between the parties.
- 1.1.1.6 **"Contractor's Proposal"** means the proposal submitted by the Contractor with the Tender, as modified and accepted by the Employer and included in the Contract. Such documents may include the Contractor's preliminary design.
- 1.1.1.7 **"Contractor's Document"** means the calculations, computer programme and other softwares, drawings, manuals and other documents of a technical nature(if any) supplied by the Contractor under the Contract.
- 1.1.1.8 **"Design Data"** means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works prepared or to be prepared by or on behalf of the Contractor.
- 1.1.1.9 **"Drawings"** means the Employer's Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished or for which the Engineer has issued a Notice of No Objection.
- 1.1.1.10 **"Employer's Requirements"** means the description of the scope, standard, design criteria, specifications, drawings, programme of work, indigenisation programme (where applicable) as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- 1.1.1.11 **"Interim Payment Schedule"** means the schedule included for each Cost Centre in the Pricing Document and accepted by the Employer to be used for interim payments in relation to achievement of milestones under that Cost Centre, as the same may be revised from time to time in accordance with Clause 11.
- 1.1.1.12 **"Letter of Acceptance"** means the formal acceptance to work by the Employer of the Tender.
- 1.1.1.13 **"Notice to Proceed"** means the notice issued by the Employer to the Contractor communicating the date on which the Works are to be commenced.



- 1.1.1.14 **"Letter of Tender"** means the document entitled letter of tender, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.1.1.15 **"Safety, Health and Environmental (SHE) Manual"** means the Employer's manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
- 1.1.1.16 **"Schedules"** means the information and data submitted with the Tender, as included in the Contract.
- 1.1.1.17 **"Tender"** means the Contractor's priced offer to the Employer for the designing where ever applicable, execution, manufacture, and completion of the whole of Works, testing and commissioning (including Integrated Testing and Commissioning where ever applicable) and remedying of any defects therein, as accepted by the Letter of Acceptance.
- 1.1.1.18 **"Schedule of Milestones"** means the schedule included in each Cost Centre in the Pricing Document, describing the Milestones and stipulating dates by which the Milestones are to be achieved under that Cost Centre in order to maintain interim payments by the Employer to the Contractor in accordance with the Interim Payment Schedule for that Cost Centre, as the same may be revised from time to time in accordance with the Contract.
- 1.1.1.19 **"Schedule of Payment"** means the schedule included in the Bill of Quantity for payment in various stages on part of the works.
- 1.1.1.20 **"Special Conditions of Contract"** means any special conditions of contract issued by the Employer prior to submission of the Tender or negotiated and agreed in writing by the Employer and the Contractor prior to and conditional upon acceptance of the Tender.
- 1.1.1.21 **"Works Programme"** means the programme showing the sequence, method and timing of investigations, design, issue of No Objection Notices, execution, manufacture, delivery to site, erection, installation, testing, commissioning of the Works (including Integrated Testing and Commissioning), indigenisation (where applicable) and related activities in the form and content prescribed by the Employer's Requirements, or any amended or varied version thereof, as submitted by the Contractor and for which the Engineer has issued a Notice of No Objection.
- 1.1.2 Persons**
- 1.1.2.1 **"Party"** means the Employer or the Contractor as the context requires
- 1.1.2.2 **"Tenderer or Bidder"** means the person submitting a bid/Tender.
- 1.1.2.3 **"Contractor"** means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- 1.1.2.4 **"Contractor's Representative" shall mean a person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-clause 4.3 to act on behalf of Contractor.**
- 1.1.2.5 **"Designated Contractors"** means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time:
- (a) contractors, design consultants and utility authorities engaged on the Project from time to time by the Employer;
 - (b) sub-contractors of any tier of the contractors above; provided that the definition shall exclude the Contractor and his sub-contractors of any tier in relation to the Works.
- 1.1.2.6 **"Other Contractor"** means a person employed by or having Contract directly or indirectly with the Employer otherwise than through the Contractor.
- 1.1.2.7 **"Designer"** means the Contractor, or part of the group forming the contractor, person, firm or company or group of companies, or any replacement, carrying out the Design of Works or part thereof.
- 1.1.2.8 **"Employer"** means JAIPUR METRO RAIL CORPORATION LIMITED (JMRC), its legal successors and assignees.



- 1.1.2.9 **"Engineer"** means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
- 1.1.2.10 **"Engineer's Representative"** means any Assistant of the Engineer appointed from time to time by the Engineer under Sub-clause 3.3
- 1.1.2.11 **"Sub-contractor"** means any person named in the Contract as a sub-contractor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been sub-contracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of such person.

1.1.3 Dates, Times and Periods

- 1.1.3.1 **"Commencement Date"** means the date on which the Contractor shall commence the Works on the written instructions of the Employer contained in the Notice to Proceed.
- 1.1.3.2 **"Contract Period"** means the period from the Commencement Date to the end of Defects Liability Period including Integrated Testing and Commissioning and as certified by the Engineer under Clause 7.11 (or as extended under Sub-Clause 10.3).
- 1.1.3.3 **"Day"** means a calendar day, **"Week"** means 7 calendar days, **"Month"** means a calendar month and **"Year"** means 365 days.
- 1.1.3.4 **"Effective Date"** means the date on which the Contract comes into force and effect.
- 1.1.3.5 **"Gazetted Holiday"** means every holiday which is observed by Jaipur Metro Rail Corporation Limited as a gazetted holiday as well as a weekly holiday.
- 1.1.3.6 **"General Holiday"** means Sunday.
- 1.1.3.7 **"Key Date"** means a date identified as such in the Contract.
- 1.1.3.8 **"Milestone"** means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
- 1.1.3.9 **"Milestone Date"** means the date prescribed in the Schedule of Milestone by which a Milestone is to be achieved, if Interim Payments for the Cost Centre in which the Milestone is included are not to be suspended.
- 1.1.3.10 **"Stage"** means level of progress of the works identified as such and more particularly described in the Employer's Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
- 1.1.3.11 **"Time for Completion"** means the time for completing the Works or a section or a part thereof (as the case may be), and passing the Tests on Completion, including Integrated Testing and Commissioning, as stated in the contract, calculated from the Commencement Date.

1.1.4 Tests and Completion

- 1.1.4.1 **"Factory Tests"** means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.
- 1.1.4.2 **"Integrated Testing"** in the contracts where applicable means the programme of tests performed by the Contractor at the direction of the Engineer following satisfactory completion of Contractor's tests on his equipment, sub-systems or system to verify and confirm the compatibility and compliant performance of his equipment/ sub-system/ system with the equipment/ sub-system/ system provided by others.
- 1.1.4.3 **"Milestone Certificate"** means the certificate to be issued by the Engineer in relation to the achievement or otherwise of Milestones.
- 1.1.4.4 **"Performance Certificate"** means the certificate issued by the Engineer under Sub-Clause 10.9.
- 1.1.4.5 **"Taking Over Certificate"** means a certificate issued under Clause 9.1.



1.1.4.6 **"Tests on Completion"** means the tests specified in the Contract and designated as such, including Integrated Testing where applicable and any other such tests as may be agreed by the Engineer and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the Employer.

1.1.5 **Money and Payments**

1.1.5.1 **"Contract Price"** means the sum stated in the Letter of Acceptance as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract .,

1.1.5.2 **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site,

1.1.5.3 **"Cost Centre Amount"** means the amount apportioned to a Cost Centre as set out in the Pricing Document, as the same **may be revised from** time to time in accordance with the Contract.

1.1.5.4 **"Final Payment Certificate"** means the payment certificate issued by the Engineer under Sub-Clause 11.9.

1.1.5.5 **"Final Statement"** means the agreed statement defined in Sub-Clause 11.10.

1.1.5.6 **"Foreign Currency"** means a freely convertible international trading currency in which part of the Contract Price is payable, but not the Local Currency.

1.1.5.7 **"Interim Payment Certificate"** means any payment certificate issued by the Engineer under Sub-Clause 11.5, other than the Final Payment Certificate.

1.1.5.8 **"Local Currency"** means Indian Rupees.

1.1.6 **Other Definitions**

1.1.6.1 **"Approval or Approved"** means **Approval in writing including subsequent written confirmation of previous verbal approval.**

1.1.6.2 **"Contractor's Equipment"** means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor's Plant and Equipment, or Materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.

1.1.6.3 **"Cost Centre"** means a group of activities and/ or items of work identified as such in the Pricing Document.

1.1.6.4 **"Materials"** means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply- only items (if any), which are to be supplied by the Contractor as specified in the Contract.

1.1.6.5 **"Plant"** means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.

1.1.6.6 **"Section"** means a part of the Works specifically designated in the Appendix to Form of Tender as a Section (if any).

1.1.6.7 **"Site"** means the places provided by the Employer where the Works are to be executed and to which Plant, Rolling Stock and Materials are to be delivered, and any other place as may be specifically designated in the Contract as



forming part of the Site. Site includes Depot, where Rolling Stock will be delivered, tested and commissioned as provided in the Contract.

- 1.1.6.8 "Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
- 1.1.6.9 "Specification"** means the Specification referred to in the contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.
- 1.1.6.10 "Test"** means such Tests as are prescribed in the Specifications or by the Engineer or Engineer's Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.
- 1.1.6.11 "Variation"** means any alteration and/ or modification to the Employer's Requirements, which is instructed by the Engineer or approved as a variation by the Engineer, in accordance with Clause 12.
- 1.1.6.12 "Works"** means the work, both permanent and temporary, or services to be carried out, designed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Rolling Stock and Materials and their accessories.
- 1.1.6.13 "Permanent Works"** means the permanent works to be designed and executed in accordance with the Contract.
- 1.1.6.14 "Temporary Works"** means all temporary works of every kind (other than Contractor's Equipment) required for the execution and completion of the Works, and the remedying of any defects.
- 1.1.6.15 "Project"** means project implemented by or on behalf of Jaipur Metro Rail Corporation.

Interpretation

1.2 In the Contract except where the context requires otherwise:

- 1.2.1** (a) words indicating one gender include all genders;
(b) words indicating the singular also include the plural and words indicating the plural also include the singular and
(c) "written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these condition.

- 1.2.2** Terms and expressions not herein defined shall have the meanings assigned to them in the "**General Clauses Act, 1897**" or the "**Indian Contract Act, 1872**" or the "**Sale of Goods Act, 1930**" or any other applicable Indian Law, as the case may be.

Law and Language

1.3 The contract shall be governed by the Acts and laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.

Contract Agreement

1.4 The Employer and the Contractor shall execute a Contract Agreement, with such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

Priority of Documents

1.5 The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the



Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- (a) The Contract Agreement; The
- (b) Letter of Acceptance; Pre and
- (c) Post bid proceeds
- (d) Form of Tender
- (e) BOQ/Payment schedule
- (f) NIT
- (g) ITT
- (h) The Outline Design Specifications (Design Criteria) and
Outline Construction Specifications; or any other specification
- (i) Drawings
- (j) The Employer's Requirements
- (k) The Special Conditions of Contract; The
- (l) General Conditions of Contract;
- (m) The Contractor's Proposal; and
- (n) Any other document forming part of the Contract.

**Care and
Supply of
Construction
and/or
Manufacture
Documents**

- 1.6** The Construction and/or Manufacture Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide three copies for the use of the Engineer and assistants (as referred to in Sub-Clause 5.3).

The Contractor shall keep on Site one complete set of the documents forming the Contract, the Construction and/or Manufacture Documents, Variations, other communications given or issued from time to time and the documents/samples mentioned in Sub-Clause 5.3. The Employer, the Engineer and their assistants (as referred to in Sub-Clause 3.3) shall have the right to access these documents all reasonable times.

On discovery of any technical error or defect in a document intended to be used for the purpose of Contract, the Contractor shall promptly give notice to the Engineer of such error or defect.

**Communica-
tions**

- 1.7** Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when delivered.

**Employer's
Use of
Contractor's
Documents**

- 1.8** As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site



and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

Contractor's Use of Employer's Documents	1.9	As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
Compliance with Statutes, Regulations and Laws	1.10	<p>The Contractor shall familiarise themselves and conform in all aspects with:</p> <ul style="list-style-type: none">(a) the provision of any enactment in India as applicable from time to time(b) the regulations or bye-laws of any local body and utilities.(c) the Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up. <p>Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.</p> <p>The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.</p>
Joint and Several Liability	1.11	<p>If the Contractor is (under applicable Laws) a joint venture, consortium, or other incorporated grouping of two or more Persons:</p> <ul style="list-style-type: none">a) these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;b) these Persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; andc) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
	2	The Employer
General Obligations	2.1	The Employer shall provide the Site/area of works and shall pay the Contractor in accordance with the Contract.
Access to and Possession of the Site	2.2	<p>The Employer shall grant the Contractor right of access to, and / or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites.</p> <p>If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence. After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid</p>



or entertained on this account.

Permits, Licences or Approvals	2.3	<p>It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract. However, the Employer may (where he is in a position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract.</p> <p>The rendering of such assistance by the Employer shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractors obligations. The following-up of all such applications shall be the responsibility of the Contractor.</p>
Assignment by the Employer	2.4	<p>The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the part thereof and any interest therein or there under to any third party.</p>
	3	The Engineer
Appointment of Engineer	3.1	<p>The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time.</p>
Duties and Authorities of the Engineer	3.2	<p>The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract.</p> <p>The Engineer may exercise the authority specified in, or necessarily to be implied from the Contract. If the Engineer is required to obtain the specific approval of the Employer before exercising such authority, such requirements shall be as stated in Special Conditions of Contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.</p> <p>The Engineer shall have no authority to relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance with Sub-Clause 5.4.</p> <p>The Engineer shall convey to the Employer all communications given or received by him in accordance with the Contract.</p>
Engineer's Authority to Delegate	3.3	<p>i. The Engineer, may from time to time assign and delegate authority to Engineer's representatives/assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been notified in writing to the Contractor.</p> <p>ii. Each Assistant to whom duties have been assigned or authority has been delegated, shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an assistance shall have the same effect as though the act had been an act of the Engineer. However:</p> <p>(a) Any failure to disapprove any Plant, Goods , Material, design and workmanship shall not prejudice the right of the Engineer to reject such Plant, Goods , Material, design and workmanship;</p>



- (b) if the Contractor questions any determination or instruction of an assistant of the Engineer, the Contractor may refer the matter to the Engineer within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.

Engineer's Instructions

- 3.4** The Contractor shall comply with instructions given by the Engineer in accordance with the Contract.

The Contractor shall give reasonable notice to the Engineer of any instruction, which he considers necessary for the execution of the Works, to enable the Engineer to issue the instruction so that progress of the Works is not delayed. The Engineer shall not, however, be bound to issue any instruction which, in his opinion, is unnecessary.

No act or omission by the Engineer or the assistants to the Engineer in the performance of any of the Engineer's duties or the exercise of any of the Engineer's powers under the Contract shall, in any way, operate to relieve the Contractor of any of the duties, responsibilities, obligations or liabilities imposed upon the Contractor by any of the provisions of the Contract.

Engineer to Attempt Agreement

- 3.5** When the Engineer is required to determine value, cost or extension of time, he shall consult with the Contractor and the Employer in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract, with the approval of Employer

4 The Contractor

General Obligations

- 4.1** The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, the Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability, or completion, or the safe, reliable and efficient operation of the Works.

The Contractor shall design, if in the scope of work, manufacture, execute, install, complete, test (including Integrated Testing in case of rolling stock and signalling contracts) and commission, the Works, including providing Construction and/or Manufacture Documents, within the Time for Completion and shall remedy any defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, works and remedying of defects.

Before commencing design, if in the scope of the contract, the Contractor shall satisfy himself regarding the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in Sub-Clause 4.8.

The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirements or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause 12 shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction, manufacture, and of all the Works, irrespective of any approval or consent by the Engineer.



The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his Tender to cover all his risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper design, manufacture, execution, installation, completion, testing, Integrated Testing whichever is in the scope of the contract, commissioning of the Works and remedying of the Defects.

The Contractor acknowledges responsibility for ascertaining and securing at his own cost:

- (a) conditions bearing upon the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials);
- (b) availability of electricity, water and gas except to the extent specified in special conditions of contract for O&M, store and service contracts.
- (c) availability of skilled manpower;
- (d) the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- (e) the protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- (f) the location of and the authorisation required for and the means of diversion of any services and facilities required for the purposes of the Works.

The Contractor shall whenever required by the Engineer, submit details of the arrangement and methods which the Contractor proposed to adopt for the execution of the Works. No alteration to these arrangements or methods shall be made without the approval of the Engineer.

Performance security Amount **4.2**

- 4.2.1 (i)** Performance security shall be solicited from all successful bidders except the departments of the Government of Rajasthan & the Central Government & Undertakings, Corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled and managed by the Government of Rajasthan or the Central Government and are authorized by them to bid without furnishing performance security.
- (ii)** Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security in the form of a bank guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer for an amount of 10% of the Contract value in types and proportions of currencies in which the Contract Price is payable. The approved form provided in the Instructions to Tenderer's documents or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to 6 months beyond the Defect Liability Period (except specified in special condition of contract). In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.
- (iii)** Whenever the contract value exceeds beyond 25% of the original contract value either due to Employer's variation or due to Contractor's variation, the contractor shall submit additional performance security equal to an amount of 10% of the variation reduced by an amount equal to 5% of the work already certified as completed by the Engineer-in-Charge on the date of variation subject to a maximum limit of 10% of the variation amount.
- (iv)** No additional performance security will be required to be submitted if the variation is within 25% of the original contract value.
- (v)** In lieu of bank guarantee, Performance Security may be furnished in the form of valid Banker's Cheque or Demand Draft or FDR /TDR from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer.



Forfeiture	4.2.2	Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the tender security.
Release	4.2.3	<p>The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor.</p> <p>i. On completion of the entire work, one half of the Performance Security shall be refunded to the Contractor, on issue of Taking over Certificate by the Engineer, in accordance with Sub-Clause 9.1 and 9.2 of these conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period</p> <p>ii. The balance amount shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Defects Liability Period as per Clause 10.9 of these conditions.</p>
Guarantees and Warranties	4.2.4 4.2.4.1	<p>Within 30 days of the date of Letter of Acceptance of the Tender, the Contractor shall submit to the Employer:</p> <p>(a) An Undertaking in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.</p> <p>(b) A written Guarantee in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.</p> <p>(c) A warranty in the approved format from the Contractor.</p>
	4.2.4.2	<p>In the event that the Contractor shall comprise two or more members, corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a parent company Undertaking and Guarantee.</p> <p>Notwithstanding any other provision of the Contract:</p> <p>(a) submission by the Contractor of the requisite Performance security, parent company Undertakings and written Guarantees shall be condition precedent to the Contractor's entitlement to any payment, under the Contract; and</p> <p>(b) failure by the Contractor to provide a Performance security or parent company Undertakings or parent company Guarantees shall entitle the Employer either to suspend the Works or to terminate the Contract forthwith by notice in writing to that effect, notwithstanding that the Contractor may have been permitted to proceed with the Works, and the Contractor shall not be entitled to any compensation whatsoever as a consequence of such suspension or termination.</p>
Representation on Works	4.3	<p>Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement</p>



person shall be appointed, with prior consent of Engineer.

Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under **Sub-Clause 13.2**

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

**Facilities for
and co-
ordination with
Others.**

4.4

The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the Employer, Engineer, Designated Contractors, utility undertakings, other relevant authorities and other contractors (whether employed by the Employer or not) who are carrying out on, or in the vicinity of, the Site, works not included in the Contract but forming part of the Project:

a The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the design, manufacture, installation execution and testing of such other works and shall in particular (but without limitation):

- (i) comply with any direction which the Engineer may give for the integration of the design of the Works with the design of any other part of the Project;
- (ii) consult, liaise and co-operate with those responsible for carrying out such other works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmes, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning;
- (iii) participate in Integrated Testing and Commissioning of the system with Designated Contractors and demonstrate to the satisfaction of the Engineer that the Works have been designed and constructed in a manner compatible with the works of Designated Contractors.

b The Contractor shall undertake design co-ordination with other contractors who are carrying out works forming part of the Project as described in the Employer's Requirements. At the end of each such co-ordination period, the Contractor and the other contractor with whose works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalised without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.



- c The Contractor shall provide within the Site, staging, storage and unloading areas for the use of Designated Contractors, if any, who are undertaking trackwork, fare collection system, supply, testing and commissioning of Rolling Stock, escalators, lifts, signalling and telecommunications and traction power installation works, etc. Separate locations shall be provided for each such contractor. The exact size and location of these staging, storage and unloading areas, and the commencement date shall be co-ordinated and agreed during the design interface period with each Designated Contractor.
- d Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the Employer's Requirements and as instructed by the Engineer. The identity of the contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor.
- e The Contractor shall in accordance with the requirements of the Engineer co-ordinate his own Works with that of Designated Contractors through Co-ordinated Installation Programme (CIP) stated in the Employer's Requirements, or as the Engineer may require, and shall afford the Designated Contractors all reasonable opportunities for carrying out their works.
- f The Contractor shall afford all reasonable opportunities, for carrying out their work, to other contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience.
- g If the Contractor shall suffer delay by reason of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates, which delay shall be caused otherwise than by fault of the Contractor, or, if compliance with sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced contractor at the time of tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.
- h It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are co-ordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other contractors.



General Conditions of Contract (GCC)

The Contractor shall be deemed to have made adequate allowance in the Contract Price and in the Works Programme in respect of these obligations.

If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated Contractor, the Contractor, in addition to his liability in respect of liquidated damages if they become due, shall pay to the Employer, or the Engineer may deduct from Interim Payment Certificates such amount as the Engineer shall have certified in respect of additional payments or costs to the Designated Contractor in respect of such delay.

Sub-contractors

4.5

4.5.1 The Contractor shall not sub-contract the whole of the Works.

4.5.2 Unless otherwise stated in the Special Conditions of Contract:

- a) the Contractor shall not be required to obtain consent for purchases of Materials which are in accordance with the makes specified in the Contract or provisions of labour or for the sub-contracts for which the Sub-contractor is named in the Contract;
- b) the prior consent of the Engineer shall be obtained for other proposed Sub-contractors;
- c) not less than 28 days before the intended date of each Sub-contractor commencing work, the Contractor shall notify the Engineer of such intention; and the Contractor shall give fair and reasonable opportunity for contractors in India to be appointed as Sub-contractors.

4.5.3 The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor, his representatives or employees and nothing contained in Sub-clause (a) of clause 4.5 shall constitute a waiver of the Contractor's obligations under this contract. The Contractor shall provide to the Engineer of all the Sub Contracts including terms, conditions and pricing. The Contractor shall endeavour to resolve all matters and payments amicable and speedily with the sub-contractors.

4.5.4 The contractor shall ensure that their sub contractors, material/equipment suppliers, consultants and other agencies deployed by them in connection with execution of the contract do not make any claim or raise any dispute before JMRC. For this, necessary provision is to be made in the agreement between contractor and their sub contractors/consultants/other agencies. Similarly the agreement should also incorporate the provision of dispute resolution. An undertaking in the following format shall be submitted by contractor in respect of each such agency:-

"Name of work.....

In connection with above work, M/s....., Contractor has/is engaging M/s....., as sub contractor(or consultant or material/equipment supplier or service provider). For this, the terms and conditions of agreement include necessary provisions for resolution of dispute if any arising between contractor and sub contractor.

It is confirmed by the sub contractor that any claim/dispute arising out of the above work shall be resolved in terms of agreement and shall not be raised before JMRC and also shall not make any claim against JMRC before any forum/court.

Signature of Contractor



Assignment of Contractor's and Sub-Contractor's Obligations	4.6	<p>The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by:</p> <ol style="list-style-type: none">a charge in favour of the Contractor's bankers of any money due or to become due under the Contract, orassignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. <p>If a SubContractor's obligations extend beyond the expiry date of Defects Liability Period then the Contractor shall assign the benefits of such obligations to the Employer.</p> <p>In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third party referred to in Sub- Clause 2.4.</p>
Compensation for Breach	4.7	<p>Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the contract under Clause 13.2 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation.</p>
Setting Out	4.8	
Accurate Setting Out	4.8.1	<p>The Contractor shall be responsible for</p> <ol style="list-style-type: none">the accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer in writingthe correctness of position, levels, dimensions and alignments of all parts of the Worksthe provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilitiesCarefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works <p>The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.</p>
Errors in Setting out	4.8.2	<p>If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer.</p>
Site Data	4.9	<ol style="list-style-type: none">The Employer shall have made available to the Contractor with the Tender documents such relevant data in Employer's possession on hydrological and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted with respect to the viability of his design and execution of Works and



the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs.

- ii. The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.
- iii. The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:
 - (a) the form and nature of the Site, including the sub-surface conditions;
 - (b) the hydrological and climatic conditions;
 - (c) the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects;
 - (d) the applicable laws, procedures and labour practices
 - (e) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.
 - (f) the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.

Sufficiency of accepted Contract Amount	4.10	The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning (including Integrated Testing and Commissioning) and remedying of any defects.
Access Route	4.11	<p>The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.</p> <p>The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.</p>
Rights of way and Facilities	4.12	The Employer will acquire and provide land for Permanent Works and right of way (within JMRC's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facility outside the Site which he may require for the purpose of the Work. The Employer reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor



Programmes 4.13

The Contractor shall submit a detailed programme to the Engineer after receipt of the Letter of Acceptance not later than 28 days from the date of receipt of Letter of Acceptance. The Contractor shall also submit a revised programme whenever the Engineer finds that the previous programme is inconsistent with actual progress or with the Contractor's obligations.

Each programme shall include the following:

- a the order in which the Contractor proposes to carry out the Works (including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing and commissioning),
- b all major events and activities in the production of Construction and/or Manufacture Documents; and
- c the sequence of all tests specified in the Contract including Integrated Testing and Commissioning.

Unless otherwise stated in the Contract, the programmes shall be developed using precedence networking techniques, showing early start, late start, early finish and late finish dates.

No significant alteration to the programmes, or to such arrangements and methods, shall be made without obtaining consent of the Engineer. If the progress of the Works does not conform to the programmes, the Engineer may instruct the Contractor to revise the programmes, showing the modifications necessary to achieve completion within the Time for Completion.

Consent by the Engineer to Programmes shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. If the Programmes indicate that a Key Date has not, or will not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date.

Progress Reports

4.14

The Contractor shall submit to the Engineer by the end of each calendar month his Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay.

If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, Rolling Stock and Materials.

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

The progress reports shall conform to the Employer's Requirements.

Contractor's Equipment

4.15

4.15.1

All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer. Such consent shall not be unreasonably withheld or delayed

4.15.2

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and his unused materials

4.15.3

The Employer shall not, at any time, be liable for the loss or damage to any of the Constructional Plant, Temporary Works or materials save as mentioned in **Clauses 14.1**



- 4.15.4** In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the Employer may assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after the completion of the Works.
- 4.15.5** The Employer may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works

Safety of Works

- 4.16** The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect:
- a. take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Rolling Stock, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;
 - b. have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the Employer) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the Employer indemnified against all injuries to such persons.
 - c. provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and
 - d. where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work.

Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above, the Employer may provide the necessary arrangements and recover the costs from the Contractor.

Protection of the Environment

- 4.17** The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.
- The Contractor's Site Environmental Plan shall be developed from his Employer's Safety, Health and Environmental Manual (SHE Manual), as per the Employer's Requirements and Special Conditions of Contract. Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per SHE Manual.

Electricity Water and Gas

- 4.18** The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect.



Tools, Plants And Equipment Supplied By The Employer	4.19	<p>Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all tools, plants and equipment for the Works. In respect of such exceptional tools, plants or equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub- contractors or his workmen or others while they are in his charge.</p> <p>On completion of the Works, the Contractor shall hand over the unused balance of the tools, plants and equipments to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto.</p> <p>The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.</p>
Employer's Materials & Excavated Materials	4.20	<p>(I) Except for items mentioned in the Special Conditions of Contract, the Contractor shall provide all materials for the Works. Material if any, to be provided by Employer will be done only in a phased manner as per pre-approved program, against a Bank Guarantee for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such Materials as specified in Special Conditions of Contract.</p> <p>(ii) Unless otherwise specified, the Contractor shall not sell or remove, except for the purpose of this Contract, sand, stone, clay, ballast, earth, rock or other materials obtained from the work Site and these shall be the property of the Employer and will be disposed off only in the manner instructed by him.</p>
Sheds, Stores, Yards	4.21	<p>It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.</p>
Temporary Works	4.22	<p>All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to remove the temporary works on completion the Engineer is authorized to get the same removed and recover the cost there of from the Contractor.</p>
Unforeseeable Physical Conditions	4.23	<p>In this Clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding climatic conditions.</p> <p>If, during the execution of the Works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor, then the Engineer shall certify and the Employer shall pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:</p> <ol style="list-style-type: none">for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, andfor any proper and reasonable measures approved by the Engineer which



the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered. The decision of the Engineer as to the additional cost shall be final and binding.

Access for Engineer	4.24	The Contractor shall allow the Engineer or the Engineer's Representative or any other person authorised by him, at all times access to the Site, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.
Access Road and Way Leaves	4.25	Providing access roads/ way leaves to the site will be Contractor's responsibility.
Contractor to keep Site Clear	4.26	<p>During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.</p> <p>On completion of the works, the Contractor shall clear away and remove from site all Constructional Plant, surplus material and Temporary Works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer.</p> <p>On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement of original condition within the stipulated time as determined by Engineer will be recovered from the Contractor's dues.</p> <p>No final payment in settlement of the accounts for Works shall be made or held to be due to the Contractor, till, in addition to any other condition necessary for such final payment, site clearance and clearances of labour camps etc shall have been effected by him. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer. All expenses on such removal / clearance shall be debitable to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Security amount or from any other amount payable to the Contractor in any other Contract.</p>
Security of the Site	4.27	<p>The Contractor shall be wholly responsible for security of site and Works. Unless otherwise stated in Special Conditions of Contract</p> <p>a. the Contractor shall be responsible for keeping unauthorised persons off the Site; and</p> <p>b Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the Engineer.</p>
Contractor's Operations on Site	4.28	The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.



Discoveries	4.29	All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India and the Contractor shall take all the necessary precautions to prevent its workmen or its sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.
Publicity	4.30	The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so required by the Employer, enforce the same at his own expense. The provisions of this Sub-Clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.
Disclosure Of Relationship	4.31	If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.
Use Of Explosives	4.32	Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The Contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.
Corrupt or fraudulent practices	4.33	Wherever the term "corrupt and fraudulent practices" is used, it shall mean and include all practices mentioned in 4.33.1(a), unless repugnant to the context.
Definition	4.33.1	<p>The Employer requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Employer:</p> <ol style="list-style-type: none">defines, for the purpose of these provisions, the terms set forth below as follows:<ol style="list-style-type: none">"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Contract execution and ancillary processes;"fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Contract execution and ancillary processes;"coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Contract execution and ancillary processes;"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Contract execution and ancillary processes; or (ii) having a Conflict of Interest; and"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Contract execution and ancillary processes.



- b. Will reject the Tender for the Work, or rescind/terminate the contract if the Employer determines that the bidder/contractor has engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- d. The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, JMRC of any fraud/suspected fraud as soon as it comes to their notice.

Compensation Contractor on rescission of Contract **4.33.2** In the event of rescission/termination. of Contract under **Sub-clause 4.33.1**, the contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of termination. Rescission/Termination of the contract shall be dealt with under clause 13.

5 Design

The clauses under the head 'Design' are applicable only in 'Design & Build' contracts and in case of 'Part Design & Build' contracts, these are applicable only to part of the contract in which the design is the responsibility of the contractor.

General Obligations **5.1** The Contractor shall design and provide all necessary specifications for the Works in accordance with the site plans and Employer's requirements. Any design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective execution of Works and/or as otherwise required by the Engineer.

The Contractor holds himself, and his designers as having the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times during the Contract Period.

The designer shall be the same entity as proposed by the Contractor at the time of pre-qualification, unless otherwise approved by the Employer. The Contractor shall furnish Designers Warranty in the format approved by the Employer.

Contractor's warranty of design **5.2**

- a. The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- b. The Contractor warrants that the Contractor's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- c. The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice
- d. The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works
- e. The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment
- f. The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, practicality of design for Employer's Requirements
- g. The Contractor shall indemnify the Employer against any damage,



expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

- h. The Contractor further specifies and is deemed to have checked and accepted full responsibility 'for the Contractor's Proposal and warrants absolutely that the same meets the Employer's Requirements:
 - i. Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Contractor's consultants, his sub contractors and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
 - ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
 - iii. Notwithstanding that the same have been accepted by the Engineer

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the Contractor's, the Definitive Design and the final design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.

**Construction
and/or
Manufacture
Documents**

5.3

The Construction and/or Manufacture Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, documents described in Sub Clause 5.6 (As Built Document), and Sub Clause 5.7 (Operations and Maintenance Manuals). The Contractor shall prepare all Construction/Manufacture Documents in sufficient detail and shall also prepare any other document necessary to instruct the Contractor's personnel. The Engineer shall have the right to inspect the preparation of all these documents wherever they are being prepared.

Each of the Construction and/or Manufacture Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction or pre-manufacture review. Unless otherwise stated in Employer's Requirements, each review by the Engineer shall not exceed 21 days, calculated from the date on which the Engineer receives the Construction/Manufacture Document.

The Engineer may during the review period, give notice to the Contractor that a Construction/Manufacture Document fails (to the extent stated) to comply with the Employer's Requirements, whereupon it shall be rectified, resubmitted and reviewed (and if specified, approved) in accordance with this Sub-Clause, at the Contractor's cost.

For each part of the Works, and except to the extent that the prior consent of the Engineer shall have been obtained:

- (a) In the case of a Construction and/or Manufacture Document which has (as specified) been submitted for the Engineer's approval
 - (i) The Engineer shall give notice to the Contractor that the Construction and/or Manufacture Document is approved with no objection, with or without comments, or that it fails (to the extent stated) to comply with the



Contract

- (ii) Execution of such part of the Works shall not commence until the Engineer has provided his no objection to the Construction and/or Manufacture Document; and
- (iii) The Engineer shall be deemed to have provided his no objection to the Construction and/or Manufacture Document upon the expiry of the review periods for all the Construction and/or Manufacture Documents which are relevant to the design and execution of such parts, unless the Engineer has previously notified otherwise in accordance with sub-paragraph (i)
- (b) construction and/or manufacture of such part of the Works shall not commence prior to the expiry of the review of the Construction and/or Manufacture Documents which are relevant to its design and execution;
- (c) construction and/or manufacture shall be in accordance with such reviewed (and if specified, approved) Construction and/or Manufacture Documents; and
- (d) if the Contractor wishes to modify any design or document which has previously been submitted for such pre-construction and/or pre-manufacture review, the Contractor shall immediately notify the Engineer, and based on Engineer's approval shall subsequently submit revised documents to the Engineer in accordance with the above procedure.

If the Engineer instructs that further Construction and/or Manufacture Documents are necessary for carrying out the Works, the Contractor shall promptly and at Contractor's cost prepare such documents,

Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects, if found at any stage in any construction or manufacture documents, shall be rectified by the Contractor at his own cost and any approval or consent or review (under this sub-clause or otherwise) by the Employer/Engineer of the Manufacture and Construction Documents under this Sub-clause shall not relieve the Contractor from any obligations or responsibility under the Contract.

Technical Standards and Regulations

5.4

The design, the Construction and/or Manufacture Documents, the execution and the completed Works (including remedying of defects therein) shall comply with the specifications, technical standards, building construction, safety and environmental regulations and other standards specified in the Employer's Requirements applicable to the Works or defined by the applicable laws and regulations

Samples

5.5

The Contractor shall submit at his own cost the following samples and relevant information to the Engineer for pre-construction and/or pre-manufacture review in accordance with the procedure for Construction and/or Manufacture Documents described in Sub-Clause 5.3:

- a manufacturer's standard samples of Materials,
 - b samples (if any) specified in the Employer's Requirements.
- Each sample shall be labelled as to origin and intended use in the Works.

As-Built Drawings and Documents

5.6

This clause is applicable for „Build“ part of contract also. The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Six copies shall be submitted to the Engineer prior to the commencement of the Tests on Completion.

In addition, the Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer for his inspection. The Contractor shall obtain the consent of the Engineer as to their size,



the referencing system, and other pertinent details.

Prior to the issue of any Taking Over Certificate, the Contractor shall submit to the Engineer one microfiche copy, one full-size original copy and six printed copies of the relevant "as-built drawings", and any further Construction and/or Manufacture Documents specified in the Employer's Requirements. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-Clause 9.1 until such documents have been submitted to the Engineer.

**Operation
and
Maintenance
Manuals**

5.7

Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Engineer, Operation and Maintenance Manuals in accordance with the Employer's Requirements and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not be considered to be completed for the purposes of Taking Over under Sub-Clause 9.1 until such Operation and Maintenance Manuals have been submitted to the Engineer and received his consent.

**Intellectual
Property
Rights and
Royalties**

5.8

The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.

Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non- exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-



free licence (carrying the right to grant sub-licence) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.

If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The Employer reserves the right to use other Software on or in connection with the Works.

6 Staff and Labour

Engagement of Staff and Labour

- 6.1** The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.

Rates of Wages and Conditions of Labour

- 6.2** Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out.

The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.

Labour provided by the Contractor, either directly or through sub-contractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-Clause, be deemed to be employed by the Contractor.

In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.



**Persons in the service/
retired of
Employer/Engineer**

6.3

- a) The Contractor shall not recruit or attempt to recruit, staff and labour from amongst the Employer and the Engineer's personnel.
- b) The Contractor either at the tendering stage or during construction stage will not employ any retired employee of Employer or Engineer of the Employer in any capacity unless such employee has completed at least two years post retirement period or has obtained the no-objection certificate from Employer for being employed with the Contractor. It will be responsibility of the Contractor to collect the Employer's no objection certification from such retired employee and submit the same back to the Employer.

In case of non compliance of above, in addition to any or several of the courses, referred in **Sub-clauses 13.2** being adopted by the Employer the Contractor on Termination of the Contract for the aforesaid reasons will have no claim whatsoever against the Employer except for actual value of the Work executed till the time of Termination.

Labour Laws

6.4

- (a) In dealing with labour and employees, the Contractor and his Sub-Contractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.
- (b) The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines.
- (c) The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when desired by the Engineer.
- (d) The Contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.
- (e) The violation of Labour Laws viz. Contract Labour (Regulation & Abolition) Act, 1976 & Central Rules, 1971 made there under or other there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties Imposed by Statutory authorities in terms of applicable Act/Rules :-

Delay in payment of dues to any Workmen	Rs.100/- per day per workman
Non- Compliance(s) of any other provision of labour laws, pointed	Rs. 5000/- for each non- compliance informed in writing, under the contract



The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty shall be final and binding on Contractor. The 'Contract' under this sub-clause shall include any workmen employed by contractor working within premises of Works at Employer's establishment whether directly or through Sub-Contractor etc.

(f) The contractor shall ensure the registration of all his eligible workers (inclusive of sub-contractors and petty contractors) with BOCW Board.

Working Hours

- 6.5** The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work.

The Contractor shall provide adequate lighting and safety arrangements.

Facilities for staff and Labour

- 6.6** The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour & welfare laws for his (and his Sub-contractor's) staff and labour. This includes good practices like provision of temporary crèche (Bal Mandir) where 50 or more women are employed at a time. All accommodation shall be maintained in a clean and sanitary condition, by the Contractor at his cost.

Health and Safety

- 6.7** Precaution shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as per the Engineer's requirement and will ensure complete compliance with relevant clauses of Employer's Health, Safety and Environment Manual (SHE Manual).

The Contractor's Site Safety Plan shall be developed from his Outline Safety Plan as per Employer's Requirements and SHE Manual of the Employer. The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for his work and shall have the authority to issue instructions and take protective measures to prevent accidents.



Contractor's Superintendence	6.8	The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.
Provision Of Efficient And Competent Staff	6.9	<p>The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:</p> <ul style="list-style-type: none">a. persists in any misconduct,b. is incompetent or negligent in the performance of his duties,c. fails to conform with any provisions of the Contract, or <p>persists in any conduct which is prejudicial to safety, health, or the protection of the environment.</p>
Preservation of Peace and orderly conduct	6.10	
	6.10.1	The Contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by Contractor's employees, Representatives, petty contractors, Sub Contractors etc. In case, deployment of a Special Police Force, becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.
	6.10.2	The Contractor shall at all times take all reasonable precautions which will include that no labour or employee is permitted to work at site in an intoxicated state or under influence of drugs, to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Works against such conduct.
Labour to be Contractor's Employee	6.11	If, the Contractor directly or through petty contractors or Sub-Contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the Employer, whether in connection with any work being executed by the Contractor or otherwise for the purposes of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor
Report Of Accidents To Labour	6.12	The Contractor shall be responsible for safety of all employees, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases with utmost expeditious in accordance with the Workmen's Compensation Act.
Claim on	6.13	The Contractor shall be solely accountable for violation of any labour law by it, its



**account of
violation of
Labour laws**

petty contractors or Sub Contractors and will pay any such claim/damage to the authorities forthwith on demand. If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the Contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the Employer.

7 QUALITY CONTROL

**Manner of
Execution**

7.1 All Plant, goods, and Materials to be supplied shall be manufactured, and all work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognized good practice.

**Source of
Materials**

7.2 Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence conform to any International Standard approved by the Engineer.

Save as otherwise expressly provided in the contract, samples shall be supplied by the Contractor at his own cost.

**Delivery to
Site**

7.3 The Contractor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all Plant, Rolling Stock, construction, Materials, Contractor's Equipment and other things required for the completion of the Works.

Inspection

7.4 The Employer and the Engineer shall at all reasonable times

- a. have full access to all parts of the Site and to all places from which natural materials are being obtained, and
- b. during production, manufacture, fabrication and construction (at the site and elsewhere) be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture, of all Plant, goods, construction and Materials to be supplied under the Contract.

The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipments. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.

Testing

7.5 This sub clause shall apply to all tests specified in the Contract, other than the Tests after Completion.

The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

The Contractor shall agree, with the Engineer, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. **The employer/Engineer may instruct the contractor for any additional test, at Employer's cost.**

The Engineer shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.



If the Engineer does not attend at the time and place agreed, or if the Contractor and the Engineer agree that the Engineer shall not attend, the Contractor may proceed with the tests, unless the Engineer instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.

The expense of conducting such Tests shall be borne by the Contractor. No such testing shall relieve the Contractor from any obligation or responsibility.

Rejection	7.6	<p>(i) If, as a result of inspection, examination or testing, any Plant, goods, Material, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the same and by giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.</p> <p>(ii) If the Engineer requires such Plant, goods, Material, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any sum due, or to become due, to the Contractor.</p> <p>(iii) Notwithstanding any previous Test or certification, the Engineer shall have the authority to instruct the Contractor:-</p> <p>a) To remove from the Site and replace any plant or Materials which is not in accordance with the Contract.</p> <p>b) To remove and re-execute any other work which is not in accordance with the Contract.</p> <p>c) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>(iv) In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the Contractor or may be deducted by the Employer from any sum which may be due to the Contractor..</p>
Liability after Inspection and Testing	7.7	The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.
Ownership of Plant and Materials	7.8	Each item of Plant, goods, and Material shall become the property of the Employer, when it is delivered to Site or payment thereof, either in part or full, has been made. The Contractor shall however continue to bear the risk in respect of such items which continue to remain in his custody.
Cost of Employer's Attendance Including Travel	7.9	The Employer shall bear the costs of attendance including travel by the Employer or his Representative for the purposes of Sub-Clauses 7.4 and 7.5 above. The cost of attendance including travel by the Employer, Engineer or his Representative for the purpose of Sub-clause 7.6 shall be borne by the Contractor.
Covering up of Works	7.10	



Examination of work before covering up	7.10.1	No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative.
Cost of uncovering the work already covered up	7.10.2	<p>The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 7.11.4 and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Employer, but if the Works are found to be defective, costs shall be borne by the Contractor.</p> <p>In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer's Requirements and there is no way to change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only at a Contractor's deemed variation at lower negotiated price. The decision of the Engineer in this regard shall be final and binding on the Contractor.</p>
Tests after Completion	7.11	
Contractor's Obligations	7.11.1	<p>The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract after providing the documents in accordance with Sub-Clauses 5.4 and 5.5. The Contractor shall give, to the Engineer, 21 days' notice of the date after which the Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.</p> <p>Unless otherwise stated in Special Conditions of Contract, the Tests on Completion shall be carried out in the following sequence</p> <ul style="list-style-type: none">(a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant, goods and Work can safely undertake the next stage(b) Commissioning Test shall include the specified operational tests to demonstrate that Works or Sections can be operated safely and as specified under all available operating condition(c) trial operation which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract <p>The Contractor at his cost shall arrange all tools, equipments, gadgets, facilities or as deemed necessary by the Engineer for such tests, In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed the Tests on Completion described in sub-paragraphs (a), (b) or (c), the Contractor shall provide the Engineer and the Employer with a certified report of the results of all such Tests</p>



Delayed Tests	<p>7.11.2 If the Engineer opines that Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 21 days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests on Completion within 21 days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.</p>
Retesting	<p>7.11.3 If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.6 "Rejection" shall apply, and the Engineer or the employer may require such failed Tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>
Failure to Pass Tests on Completion	<p>7.11.4 If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 7.11.3, the Engineer shall be entitled to:</p> <ul style="list-style-type: none">(a) order further repetition of Tests on Completion under Sub-Clause 7.11.3;(b) reject the Works, or a part thereof, or a Section (as the case may be), in which event the Employer shall have the same remedies against the Contractor as are provided under Clause 13; or(c) issue a Taking Over Certificate, if the Employer so requires. The Contract Price shall then be reduced by such amount as determined by the Engineer and as shall be appropriate to cover the reduced value to the Employer as a result of this failure. The Contractor shall then proceed in accordance with his other obligations under the Contract.
Integrated testing and system commissioning	<p>7.12</p>
Integrated Testing	<p>7.12.1 Tests on Completion shall also include Integrated Testing where applicable as per the contract conditions. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others.</p>
Compilation of Test Results	<p>7.12.2 The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor.</p>
Retesting	<p>7.12.3 If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due, or to become due, to the Contractor.</p>
Failure to Pass Test	<p>7.12.4 If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the</p>



requirements of Integrated Testing and Commissioning within such time as the Employer / Engineer may deem to be reasonable.

Statutory Requirements

7.12.5 The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers.

8 Time Management

Commencement of Works

8.1 The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed). Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.

The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Working Drawings in accordance with the Employer's Requirements.

Time for Completion

8.2 Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and have passed the tests on the completion, including integrated testing where ever in the scope of work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Employer.

Delay

8.3 In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.

Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

Extension of Time for Completion

8.4

Extension of Time

8.4.1 The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a. "Force Majeure" referred to in **Clause 16**
- b. The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract
- c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
- d. Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance



- of the Contractor necessarily depends.
- e. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause
 - f. Any order of Court restraining the performance of the Contract in full or in any part thereof
 - g. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same.
 - h. An Employer's Variation

However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to

- a. the failure of sub-contractor, to commence or to carry out work in due time,
- b. non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials,
- c. inclement weather conditions, and
- d. the Contractor not fulfilling his obligations under Sub-Clause 4.4.

If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.

The Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. The extension of time including that of key date shall not entitle the contractor to retain the advance which shall be governed by Clause 11.2.

Extension of time for completion for other reasons	8.4.2	<p>The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.</p> <p>Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date.</p>
Extension of time for delays due to Contractor	8.4.3	<p>If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.</p>
Liquidated Damages for Delay	8.5	<p>Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the</p>



Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is 15% of the contract value including liquidated damages levied under the provision of Appendix 1 to the Form of Tender.

The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any **sum** due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, the amount due under this Sub-Clause shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

At any time after the Employer has become entitled to liquidated damages, the Engineer may give notice to the Contractor under Sub- Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under Sub- Clause 13.2.

The decision of the Engineer as to the compensation payable by the Contractor under this Clause shall be final and binding.

Rate of Progress

8.6

If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer, too slow to ensure timely completion of the Works or achievement of any Stage by the relevant Key Date the Engineer may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary, or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct in writing, to expedite progress so as to complete the Works or any Section in time or achieve any Stage by the relevant Key Date. The Contractor shall not be entitled to any additional payment for taking such steps.

If any steps taken by the Contractor in meeting his obligations under this Sub- Clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any **sum** due, or to become due, to the Contractor.

If, in the opinion of the Engineer, the steps taken by the contractor to expedite the progress are not adequate, the Engineer may take a recourse as per Clause 13.2.4 of this GCC.

Suspension of Work

8.7

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor shall protect, store and secure such part or whole of the Works against any deterioration, loss or damage.

Consequences of Suspension

8.8

The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work., if such suspension is

a. provided for in the Contract, or



- b. necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- c. necessary for the safety of Works or any part thereof or
- d. necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or
- e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities,

If suspension is ordered by the Engineer for reasons other than those mentioned in **sub-clause 8.8** then the Contractor's entitlement are in the table below

Suspension Period	Extension of Time	Compensation for the suspension	Remarks
Upto 14 days	NO	period NO	Engineer may, at his sole discretion, give extension of time in exceptional circumstances
15 - 30 days	YES	NO	Extension of time as considered proper by the Engineer
Above 30 days	YES	<ul style="list-style-type: none"> • As per Daily rate of wages for idle labour/employees • 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) • 15% above all these items to cover overhead costs 	Compensation as assessed by the Engineer on submission of documentary proof by the Contractor to Engineer's satisfaction
Above 90 Day	No	As per Clause 13.3.4	Contractor may ask for closure of the Contract, or deletion from the Contract of that part of Works which has been suspended

Resumption of Work

8.9

After receipt of permission or of an instruction to proceed, the Contractor shall, after notice to the Engineer, and together with the Engineer, examine the Works, Plant, Rolling Stock and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works, Plant, Rolling



Stock and Materials, which has occurred during the suspension.

9 Employer's Taking Over

Taking Over Certificate

9.1 The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, including Integrated Testing and Commissioning where ever applicable as per the contract, and a Taking Over Certificate for the Works shall be issued. If the Works are divided into Sections, the Contractor shall be entitled to apply for a Taking Over Certificate for each Section.

The Contractor may apply by notice to the Engineer for a Taking-Over-Certificate not earlier than 14 days before the works or section (as the case may be) will, in the Contractor's opinion, be complete and ready for taking over. The Engineer shall, within 28 days after the receipt of the Contractor's application shall conduct a complete joint survey of the works including carrying out any tests prescribed in the contract and prepare a list of defects and outstanding works and :

- (a) issue the Taking Over Certificate to the Contractor, stating the date on which the Works or Section were completed, including the Tests on Completion and Integrated Testing and Commissioning where ever applicable as per the contract in accordance with the Contract if defects and/or outstanding works are minor that does not affect the use and safety of the Works or Section for their intended purposes. The list of such works alongwith the target date of completion for each work shall be enclosed with the taking over certificate and completion of all these works /rectification of defects within the stipulated time shall be the responsibility of the contractor and any failure in it may be considered a reason by the Engineer to cancel the taking over certificate issued earlier; or
- (b) reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the Taking Over Certificate to be issued. The Contractor shall then complete such work before issuing a further notice under this Sub-Clause.

Taking over of Parts of the Works

9.2 The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works by following the procedure stipulated in Clause 9.1 above if:.

- (a) the Employer uses **that** part of the Works for revenue service before the Taking Over Certificate is issued for the entire work.
- (b) the balance part is not completed not due to the fault of the contractor and contractual date of completion for the completed part is over.

10 Defects Liability

Completion of Outstanding Work and Remedying Defects

10.1 "Defects Liability Period" shall mean the defects liability period stated in the Special Conditions of Contract calculated from the date of taking over of the Works. Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired except minor repair, the "Defects Liability Period" in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of the Engineer.

In order that the Construction and/or Manufacture Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall execute all such work of amendment, reconstruction, and remedying defects



or damage, as may be instructed in writing by the Employer or the Engineer during the Defect Liability Period.

**Cost of
Remedying
Defects**

- 10.2** All work referred to in Sub-Clause 10.1 shall be executed by the Contractor at his own cost, if the necessity for such work is due to:
- (a) the design of the Works;
 - (b) Plant, Rolling Stock, Materials or workmanship not being in accordance with the Contract; or
 - (c) failure by the Contractor to comply with any of his other obligations.
- If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-Clause 12.3 shall apply to such work.

**Extension of
Contract
Period**

- 10.3** The Contract Period shall be extended by a period, after the Works are taken over, during which the Works or any Section or item of Plant, Rolling Stock, cannot be used, for the purposes for which they are intended, by reason of a defect or damage.

When delivery of Plant, Rolling Stock, and/or Materials, or erection of Plant, or installation of Materials, has been suspended under Sub-Clause 8.7, the Contractor's obligations under this Sub-Clause shall not apply to any defects or damage occurring more than three years after the Plant, Rolling Stock and/or Materials would otherwise have been delivered, erected and taken over.

**Failure to
Remedy
Defects**

- 10.4** If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):
- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
 - (b) require the Engineer to determine and certify a reasonable reduction in the Contract Price; or
 - (c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant, Rolling Stock and Materials to the Contractor, and Sub-Clause 13 shall not apply.

**Removal of
Defective
Work**

- 10.5** If the defect or damage is such that it cannot be remedied expeditiously on the Site and if the Employer gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged. This consent may require the Contractor to increase the amount of Performance Security by the full replacement cost of these items or to provide other appropriate security acceptable to the Employer.

Further Tests

- 10.6** If the remedying of any defect or damage is such that it may affect the performance of the Works, the Engineer may require that Tests on Completion, including Integrated Testing, be repeated to the extent necessary. The requirement shall be made by notice within 28 days after the defect or damage is



remedied. Such Tests shall be carried out in accordance with Clause 7.11

Right of Access	10.7	Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works.
Contractor to Search	10.8	The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is one for which the Contractor is liable, the Cost of such search shall be added to the Contract Price.
Performance Certificate	10.9	The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor at the end of „Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer's satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.
Unfulfilled Obligations	10.10	After the Performance Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.
Emergency defect rectification	10.11	If any defect or damage is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price.

11 Contract Price and Payment

The Contract Price	11.1	
Inclusions / Exclusions	11.1.1	<p>i) Unless otherwise stated in the Special Conditions of Contract the Contract Price, subject any to any adjustment thereto in accordance with the Contract shall be all inclusive (including all taxes, duties, royalties etc.) except :Value Added Tax (VAT) paid under Rajasthan VAT Act 2003 where work is done in Jaipur and also Value added tax(VAT) paid under other State Govt VAT act if work is done in that state.</p> <p>ii) Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.</p> <p>iii) The reimbursement (as per this Sub-clause) of whatsoever nature shall be provided only for Permanent Works. No reimbursement (as per this Sub-clause) shall be provided for Temporary Works and fuel.</p>
Maintaining Records and Availing Exemptions	11.1.2	<p>i) In the event of exemption of custom duties, excise duties, CST/VAT or any other tax/duty/cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which JMRC may issue a procedure order separately. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to JMRC.</p> <p>ii) In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.</p>



Adjust in Contract Price	11.1.3	Adjustment in contract price on account of inflation shall be done only if a "Price Variation Formula" is given in the special conditions of contract otherwise it will be a fixed price contract.						
Change in Taxes/Duty	11.1.4	The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract. However, where rate of any taxes/duties/levies have been separately asked for and quoted in the tender and form part of the contract, the benefit of any decrease of rates of such taxes/duties/levies shall be passed on to the Employer. In case any increase occurs in the rate of such taxes/duties/levies within the scheduled period of execution/supply of the relevant item(s) during the unextended contract period or within the extended scheduled period/ contract period if extension is on Employer's account, the burden of such increase will be on Employer's account.						
Advances	11.2							
Mobilisation Advance	11.2.1	<p>Mobilisation Advance shall be generally 5% of original contract value payable in two equal installments or as mentioned in the Special Conditions of Contract. The first installment shall be paid after mobilisation has started and next installment shall be paid after satisfactory utilization of earlier installment.</p> <p>Mobilisation advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards security of "Mobilisation advance" shall be 110% of the advance taken by the contractor. The Contractor, once the 50% mobilization advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the mobilization advance by the amount recovered.</p> <p>This clause shall not apply to supply, service and/or marketing/lease/licensing contracts unless specifically so mentioned in the special conditions of contract thereof.</p>						
Advance against Plant and Machinery	11.2.2	<p>Plant and machinery advance shall generally be 5% of original contract value or as specified in Special Conditions of Contract.</p> <p>This advance is payable against plant, equipment and machinery, provided the same have reached the site or in the case of new items meant specifically for the work firm purchase order has been placed and the invoices received. The advance will be given only if the plant/machinery has been purchased for the this contract and not for those which are already in the books of the contractor. The plant and machinery shall be valued by the Engineer as follows:</p> <table><tr><td>a. New Items</td><td>: 80% of purchase price</td></tr><tr><td>b. Used items in working order</td><td>: 80% of the depreciated value as assessed by the Engineer</td></tr><tr><td>c. Items valued at less than Rs.25,000 per unit</td><td>: Not to be considered</td></tr></table> <p>The total advance for Plant & Machinery shall be limited to 5%. This shall also be an interest free advance.</p> <p>This clause shall not apply to supply, service and/or marketing/lease/licensing contracts unless specifically so mentioned in the special conditions of contract thereof.</p>	a. New Items	: 80% of purchase price	b. Used items in working order	: 80% of the depreciated value as assessed by the Engineer	c. Items valued at less than Rs.25,000 per unit	: Not to be considered
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b. Used items in working order	: 80% of the depreciated value as assessed by the Engineer							
c. Items valued at less than Rs.25,000 per unit	: Not to be considered							
Written Request for Advances	11.2.3	Advances as admissible, shall be payable only on Contractor's written request to the Employer.						
Recovery of Advances	11.2.4	<table><tr><td>a.</td><td>The recovery of Advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the Contract Value has been paid or the original completion date whichever is earlier. As far as possible the recovery of advances shall be limited to 30% of an account bill.</td></tr><tr><td>b.</td><td>No advance shall be given after 40% of the original contract amount has been paid.</td></tr><tr><td>c.</td><td>The contractor shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in installments of higher amount and also to repay part or whole of the</td></tr></table>	a.	The recovery of Advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the Contract Value has been paid or the original completion date whichever is earlier. As far as possible the recovery of advances shall be limited to 30% of an account bill.	b.	No advance shall be given after 40% of the original contract amount has been paid.	c.	The contractor shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in installments of higher amount and also to repay part or whole of the
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advance by direct payment rather than through On-account Bills.

- d. In case the Contract is terminated due to default of the contractor or rescinded/foreclosed due to any other reason, the contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/ fore closer of the contract and if the contractor fails to do so due to any reason whatsoever, then interest at an interest rate equal to State Bank of India prime lending rate plus 3% per annum or 12% per annum whichever is higher shall be charged on the unrecovered amount of such advances from 16th day onwards till the same is returned by the contractor.

Interest in Case of Delay in Repayment of Advances	11.2.5	Should there be delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the date of completion stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond the original completion date specified in the Contract, shall be the State Bank of India prime lending Rate plus 3% per annum or 12% per annum whichever is higher.
	11.2.6	The advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. Employer retains the right for any other remedy prescribed for breach of Contract in this regard. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilization advance.
Advances to be Used only for This Work.	11.3	Provisional Payment Against Material at Site
	11.3.1	A provisional payment on account of main construction materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of original contract value or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the original control value. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final. Materials which are of perishable nature should be adequately insured.
	11.3.2	Written Request for Advances/Provisional Payment against material at site Advances and provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.
	11.3.3	Recovery of Advances/Provisional Payment (a) The recovery of Advances shall commence when 20% of the original Contract Value of the work has been paid and it will be completed by the time of original Date of Completion. As far as possible the recovery of advances shall be limited to 30% of On- account bill. (b) No advance shall be given after 40% of the original contract amount has been paid. However, provisional payment against material at site will continue to be paid as stipulated in Clause 11.3 till end of the contract period. (c) In case of provisional payment against Materials, the amount consumed every month shall be recovered from the next month's on account bill and completing the recovery in 3 monthly installments. In case recovery could not be made due to any reason, interest will be charged as per Clause 11.2.5



Application for Interim Payment Certificates

- 11.4.1** In case of „Lump Sum“ contract with cost centre and Milestone payment, the fixed Lump Sum Price shall be apportioned by the Contractor amongst the various Cost Centers. The amount thus apportioned under each Cost Centre will be further apportioned amongst various Milestones with the approval of the Employer. The Contractor shall be entitled to submit to the Engineer requests for interim payments only upon the achievement of one or more of the Milestones described in the Cost Centre.

At the beginning of each month, the Engineer shall issue to the Contractor certificate in respect of each Milestone due to be achieved in the preceding month stating:

- (a) the date on which the Milestone was achieved; or
- (b) the non-achievement of the Milestone.

The Contractor shall submit a statement in three copies to the Engineer at the beginning of each month, in a form approved by the Engineer, showing the amounts to which the Contractor is entitled, together with supporting documents, including Milestone Certificates. The statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- (a) the amount due in respect of Milestones certified achieved by the Engineer under each Cost Centre;
- (b) any amounts to be added and deducted for the advance payments and recovery thereof;
- (c) any other additions or deductions is due and approved by the Engineer in accordance with the Contract; and
- (d) the deduction of the amounts certified in all previous Interim Payment Certificates.

The Contractor shall not submit more than one request for interim payment per month.

If any Milestone is not achieved by the end of the month in which it is scheduled to be achieved, the Engineer shall suspend the payment relating to the Cost Centre in which the Milestone is included.

Payments suspended under this Clause shall be resumed by being included in the next application for interim payment made after the Milestone is achieved.

- 11.4.2** In case of „Lump Sum“ or Item rate“ contracts with payment schedule, the contractor shall be entitled to be paid from time to time, normally once in a calendar month, by way of „on account“ bill as per the payment schedule indicated in Bill of Quantity(BOQ) or as finally approved by the Engineer.

Issue of Interim Payment Certificates

- 11.5** No amount will be certified or paid until the Employer has received, and approved, the Performance security and the parent Company Undertakings and Guarantees in accordance with Sub-Clause 4.2. Thereafter, the Engineer shall, within 21 days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate showing the amount which the Engineer considers to be due; if no payment is considered to be due, the Engineer shall promptly notify the Contractor accordingly.



Where only a part of the payment applied for is disputed, payment certificate shall be issued for the undisputed amount.

The Engineer shall have the power to omit from any of the contractor's requests for payment the value of any work executed or Materials supplied or services rendered, with which he may for the time being be dissatisfied and for that purpose and for any other reason which to him may seem proper, may delete, correct or modify the sum(s) previously certified by him as being due to the Contractor.

**Payment-
Interim and
Final**

- 11.6** Unless otherwise stated in Special Conditions of Contract,
- (a) After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 14 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer.
 - (b) Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed.
 - (c) the Employer shall pay the amount certified in the Final Payment Certificate within 56 days from the date of issue of the Certificate..

Payments shall be made into a bank account, nominated by the Contractor in Indian rupees in a bank in India unless otherwise permitted in Special Conditions of Contract. If payments are to be made in more than one currency, separate bank accounts may be nominated by the Contractor for each currency, and payments shall be made by the Employer accordingly.

**Statement at
Completion**

- 11.7** Not later than 60 days after the issue of the Taking Over Certificate for the whole of Works, the Contractor shall submit, to the Engineer, three copies of a statement at completion with supporting documents, showing in detail, in the form approved by the Engineer under Sub-Clause 11.4.:
- (a) the final value of all work done in accordance with the Contract, up to the date stated in such Taking Over Certificate,
 - (b) any further sums which the Contractor considers to be due, and
 - (c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such statement at completion. The Engineer shall certify payment under Sub-Clause 11.5.

**Application
for
Final Payment
Certificate**

- 11.8** Not later than 56 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer three copies of a draft final statement with supporting documents showing in detail, in a form approved by the Engineer:
- (a) the value of all work done in accordance with the Contract, and
 - (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the Final Statement as agreed.



If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer shall pay those parts of the draft final statement as certified by the Engineer as not being in dispute. The remainder of the dispute may then be resolved under Clause 17, in which case the Contractor shall then prepare and submit to the Engineer a Final Statement in accordance with the outcome of the dispute.

Discharge	11.9	When submitting the final statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the Performance security referred to in Sub-Clause 4.2 has been returned to the Contractor.
Issue of Final Payment Certificate	11.10	<p>The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 28 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 11.7 and 11.8, stating:</p> <p>(a) the amount which is finally due, and</p> <p>(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clauses 11.8 and 11.9, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.</p>
Cessation of Employer's Liability	11.11	In respect of any matter or thing arising out of (or in connection with) the contract or execution of the Works before the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Statement at Completion described in Sub-Clause 11.7. For any such matter or thing arising after the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Final Statement.
Calculation of Payments in Foreign Currency	11.12	All payments made by the Employer pursuant to the terms of the Contract shall be in the currency or currencies specified in the Contract. Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of business of the State Bank of India 28 days before the latest date of submission of Tenders.
Round off	11.13	In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.
Payment By Cheque and E-Payment	11.14	All payments to the Contractor will be made by cheque or "E-Payment" as desired by the Employer.
Tax Deduction at Source	11.15	Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.



Production of Vouchers	11.16	<p>i. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.</p> <p>ii. If any part or item of the work is allowed to be carried out by a sub-Contractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.</p>
Withholding And Lien For Sums Claimed	11.17	<p>i. The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor</p> <p>ii. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.</p>
Signature On Receipts For Payments	11.18	<p>Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor / partner inters.</p>
Post Payment Audit	11.19	<p>It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the</p>



Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

Recovery of money due to the Employer

11.20

All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, liquidated damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.

When the Contractor has assigned to a third party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct damages (including without limitation liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.

Variations

12

Right to Vary

12.1

All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

Contractor's Variations

12.2

Variation Proposals

12.2.1

The Contractor may submit to the Employer, in writing at its own cost, any engineering proposal as contractor's variation for modifying the Employer's Requirements, provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. Such variation proposal shall not impair the essential character, functions or characteristics or the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

The Contractor shall provide his variation proposal in a time limit prescribed by the Engineer. The Engineer's decision in this regard shall be communicated to the Contractor within a reasonable period of time. If by any reason the time limit specified by the Engineer is exceeded, the proposal may not be considered. The decision of the Engineer in this regard shall be final and binding.

Contents of Variation

12.2.2

If the Employer requires or accepts it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report prepared by a consultant acceptable to the Employer and which shall include:

- a. a general description of the original Contract requirements for the Works and the proposed changes
- b. a detail of all the proposed modifications to the drawings and specifications
- c. a detail of all Work and goods affected by the value engineering proposal



- d. a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes.
- e. any resultant time extensions or reductions for the Contract
- f. statement to the extent of minimum saving expected. The Contractor's cost of preparing the variation proposal shall be excluded in determining the estimated net savings in construction costs.

Employer Review

- 12.2.3** The Employer may in his sole discretion, accept or reject the contractor's variation or any part thereof and determine the estimated net saving in the construction cost. The Employer shall not be liable for delays or damages to the Contractor due to any failure of the Employer to accept or act upon any such variation proposal submitted pursuant to this Clause.
- Once, the Employer or the Engineer rejects the contractor's variation during proposition due to any reason, it shall not be pursued by Contractor in any other form.

Amendments- Employer Issuance

- 12.2.4** If the variation proposal is acceptable to the Employer/Engineer in whole or in parts, it will accept by execution of an amendment. Such amendment shall identify all the changes in the specifications, Contract Period etc. and shall specify net savings on construction costs which shall be adjusted in the contract value by the Employer.

Contractor's Acceptance and Payment

- 12.2.5** The Contractor shall either accept or reject any proposed amendment executed by the Engineer pursuant to this section within 5 working days of its receipt date from the Employer. If the Contractor does not reject the same in the period stipulated above, the amendments shall be deemed to be accepted by the Contractor and shall become a variation to the Contract. The Contractor's acceptance shall be unconditional and the contract value / price shall be adjusted by the amount of saving due to the variation.

Employer's Variations

- 12.3** If the Engineer requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion / reduction in the scope of work, the Contractor shall submit at his own cost within 14 days or such period as the Engineer may allow of the receipt of such request of the Engineer
- a a description of the proposed design and/or work to be performed and a programme for its execution,
 - b the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 4. 13, and
 - c the Contractor's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.

Variation Procedure

- 12.4** The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 12.2 and / or 12.3, respond with approval, rejection or comments.
- If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments.
- After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing And submitting the proposal will be payable to Contractor. In case, the design part of variation has been completed on submission of same to the Engineer, the Employer decides to abandon the



**Variation in
the Bill of
Quantities**

12.5

variation, only cost for design to the extent of work done will be paid to the Contractor.

i) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items/group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities.

ii) Such variations shall be paid as follows:

a) At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%, , except in the case of foundation works. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities.

b) In case of foundation work, no variation limit applies and Contractor shall carry out the Work, at rates stipulated in the Contract irrespective of any variation.

c) In case of earth work, the aforesaid variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantity of individual classifications of soil will not be subject to this limit where any variation can take place.

d) For items against which the quantity given in the Bills of Quantities is "if or as required", there shall be no increase/decrease of rates whatever be the quantity finally executed.

e) Variation in the quantity of items individually costing up to 1% of the total contract value, shall be payable at the rates stated in the Contract. notwithstanding the magnitude of variation up to 2% of the original Contract Value for each item.

f) In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.

g) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be decided on the following basis:

- i) Cost of Materials at current market price, as actually utilized in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
- ii) Cost of enabling works if any(unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.
- iii) Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilized at Site and



- other ancillary and incidental expenses on labour.
- iv) Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.
- v) An amount of 20% of items (i), (ii), (iii) and (iv) above to allow for Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.
- vi) In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.

h) In the event of disagreement in respect of items (f) and (g) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

Payment in Applicable Currencies	12.6	If the Contract provides for payment of the Contract Price in more than one currency, and an adjustment is agreed or fixed as stated above, the amount payable in each of the applicable currencies shall be specified when the adjustment is agreed or fixed. In specifying the amount in each currency, the Contractor and the Engineer (or, failing agreement, the Engineer) shall take account of the actual or expected currency proportions of the Cost of the varied work, without being bound by the proportions of various currencies specified for payment of the Contract Price.
	13.0	Termination (or rescission) of the Contract
Notice to Contractor	13.1	If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.
Termination Of Contract Due To Contractor's Default	13.2	
Conditions Leading To termination Of Contract	13.2.1	<p>The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,</p> <p>a) fails to comply with a notice under Sub clause 13.1</p> <p>b) abandons or repudiates the Contract</p> <p>c) without reasonable excuse acceptable to the Engineer, fails to</p>



- d) commence the Works in accordance with the Contract
 - e) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
 - f) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
 - g) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
 - h) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
 - i) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
 - j) fails to take steps to employ competent and/or additional staff and labour, or
 - k) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or
 - l) indulges in corrupt or fraudulent practices as explained in Clause 4.33
- Breach of any of the contract condition during execution.

13.2.2 In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (k), the Employer may by notice of 7 days terminate the Contract immediately.

13.2.3 For the purpose of sub Para (c) above, this clause, reasonable excuse shall be one, which in the opinion of the Engineer has resulted from, Any Circumstance which

- is beyond the employer's or contractor's control and
- made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.

13.2.4 In case of sub Para(g), the Engineer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the contractor.

13.2.5 The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

13.2.6 On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

13.2.7 The Engineer shall not make a claim under the Performance Security except for amounts to which the JMRC is entitled under the contract (Notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:



- i) Failure by the contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer may claim the full amount of the Performance Security.
- ii) Failure by the contractor to pay JMRC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- iii) The contract being determined/terminated or rescinded under provision of the GCC, the Performance Security shall be forfeited in full and shall be absolutely at the disposal of the JMRC.

Valuation at the date of Termination	13.2.8	The Engineer shall, as soon as possible after termination under Sub-Clause 13.2.1, determine and advise the Contractor of the value of the Construction and/or Manufacture Documents, Plant, Rolling Stock, Materials, Contractor's Equipment and works and all sums then due to the Contractor as at the date of termination.
Payment after Termination	13.2.9	<p>After termination under Sub-Clause 13.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.</p> <p>The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-Clause 13.2.8. If there are no such extra costs, the Employer shall pay any balance to the Contractor.</p>
Non-exercise of power not to constitute waiver	13.2.10	Provided always that in case any of the powers conferred upon the Employer by Sub-clause 13.1 and Sub-clause 13.2.1 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.
Default of Employer	13.3	
Notice by Contractor	13.3.1	<p>In the event of the Employer:</p> <ul style="list-style-type: none">a. failing to pay the Contractor, without reasonable cause, the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 11.5 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract, orb. becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, <p>then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub clause 13.3.4</p> <p>The Engineer's decision on the amount payable on this account shall be final and binding.</p>



**Contractor's
Entitlement to
Suspend the
Work**

13.3.2

The Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 11.6, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work.

If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- a. any extension of time to which the Contractor is entitled under sub-clause-8.4, and
- b. the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

**Cessation of
Work by
Contractor**

13.3.3

After termination under Sub-13.3.1, the Contractor shall:

- a. cease all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,
- b. hand over all Construction and/or Manufacture Documents, Plant, Rolling stock, and Materials for which the Contractor has received payment,
- c. hand over those parts of other Works executed by the Contractor up to the date of termination, and
- d. remove all Contractor's Equipment which is on the Site and repatriate all his staff and labour from the Site.

Any such termination shall be without prejudice to any other right of the Contractor under the Contract.

**Payment on
Termination**

13.3.4

After termination under Sub-Clause 13.3.1 the Employer shall return the Performance security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:

- a. The value of approved materials actually brought to the site and reasonably required to execute the works during next three months, as per approved programme, and
- b. Value of work completed up to date by the contractor at rates specified in the Contract, after taking into account any deductions, retentions, setoff.
- c. In addition a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect.

The payment as above shall be full compensation for termination under this clause and the Contractor shall have no claim for damages or other entitlements whether under the contract or otherwise.

13.3.5

In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipments and surplus materials of Employer with contractor will be returned to the Employer in good condition at Employer's depot at Contractor's cost. In case of the failure of the contractor to do so, the Employer will be entitled to recover their cost from the contractor from the amount becoming due to the contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the contractor shall be allowed for such materials. Similarly the Employer shall be entitled to recover the cost of the



unreturned material, plant equipment and tools from the contractor where such material have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the contractor as stipulated in the Conditions of Contract.

14 Risk and Responsibility

Indemnity

14.1 The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.

These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

- (a) sickness, or disease, or death of, or injury to any person; and
- (b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and
- (c) loss, damage or costs arising from the carriage of Plant, Rolling Stock and Materials and/or ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier.

The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in clause 5.8.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.

Contractor's Care of the Works

14.2 The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant, Rolling Stock, and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works.

The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.

The Contractor shall take responsibility for the care of any outstanding work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding work has been completed.

If any loss or damage happens to the Works, any other property or person, arising from any cause other than the Employer's risks listed in Sub-Clause 14.3, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the



Contract or at the option of the Employer, will pay or allow to the Employer the cost of rectifying such loss or damage. Notwithstanding such loss or damage, the Contractor shall proceed with the execution of works in all respects in accordance with the contract and the Engineer's instructions. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking Over Certificate.

**Employer's
Risks**

- 14.3** The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:
- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (b) rebellion, revolution, insurrection, or military or usurped power, or civil war, within India,
 - (c) riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of sub-contractors currently or formerly engaged in the Works,
 - (d) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
 - (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and
 - (f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.

**Consequences
of Employer's
Risks**

- 14.4** If an Employer's risk results in loss or damage, the Contractor shall promptly notify the Engineer and shall rectify this loss or damage to the extent required by the Engineer.
- If the Contractor suffers delay and/or incurs cost from rectifying this loss or damage, the Contractor shall give notice to the Engineer and shall be entitled to claim:
- (a) extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4, and
 - (b) amount of such cost, which shall be included in the Contract Price.

**Contractor's
Risks**

- 14.5** The Contractor's risks are all risks other than the Employer's risks given in sub-clause 14.3.

**Limitation of
Liability**

- 14.6** Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor:



- (a) under Sub-Clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.10 and 7.11
- (b) under any other provisions of the Contract which expressly impose a greater liability,
- (c) in cases of fraud, willful misconduct or illegal or unlawful acts, or
- (d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.

15 Insurance

Professional Indemnity Insurance

- 15.1** The Contractor shall effect and maintain professional indemnity insurance, preferably in the name of JMRC, for the amount in Indian Rupees stipulated in Appendix to the Form of Tender in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate. **Alternatively the Contractor shall redeem the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered.**

The Engineer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the professional indemnity insurance has been provided for the aforesaid period.

Insurance for Works and Contractor's Equipment

- 15.2** The Contractor shall insure the Plant, Rolling stock, Materials and Works in the joint names of the Employer, the Contractor and Sub-contractors (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 14.3 sub paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking Over Certificate for the whole of Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking Over Certificate, and for loss or damage occasioned by the Contractor or Sub-contractors in the course of any other operations (including Clauses 7.10, 7.11 and 10).

The Contractor shall insure the Contractor's Equipment against all risks in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 14.3 sub- paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being transported to the Site and throughout the period it is on or near the Site.

Insurance against injury to Persons and Damage to Property

- 15.3** The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 15.2) or to any person (except persons insured under Sub-Clause 15.4), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount specified in the



Appendix to Form of Tender.

**Insurance for
Workers**

- 15.4** The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

**General
Requirements
for Insurances**

- 15.5** The Contractor shall, within the respective periods stated in the Appendix to Form of Tender (calculated from the Commencement Date), submit to the Employer:

- (a) evidence that the insurances described in this Clause have been effected, with an Indian Insurance Company, and
- (b) copies of the policies for the insurances described in Sub-Clause 15.2, 15.3 and 15.4.

When each premium has been paid, the contractor shall submit copy of receipts to the employer. The contractor shall also, when providing such evidence, policies and receipts to the employer, notify the engineer of so doing.

The contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the employer. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

The contractor (and, if appropriate, the employer) shall comply with the conditions stipulated in each of the insurance policies. The contractor shall make no material alteration to the terms of any insurance without the prior approval of the employer. If an insurer makes (or purports to make) any such alteration, the contractor shall notify the employer immediately.

If the contractor fails to effect and keep in force any of the insurances required under the contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this sub-clause, the employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. In such cases the premium paid by the employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the contractor by the employer, and may be deducted by the employer from any monies due, or to become due, to the contractor or recover the same as debt due from the contractor. The contractor shall not dispute the amount of premium paid by the employer or the overhead charges thereon.

Nothing in this clause limits the obligations, liabilities or responsibilities of the contractor or the employer, under the other terms of the contract or otherwise. Any amount not insured or not recovered from the insurers shall be borne by the contractor.

The Contractor shall submit to the Engineer, the details of all claims made with the insurer and claims accepted by the insurer or any other details as required by the Engineer on monthly basis.

16 Force Majeure

**Definition of
Force Majeure**

- 16.1** In this Clause, "force majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to



perform, including but not limited to:

- (a) act of God;
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works.

If a party considers that it may be affected by Force Majeure, the party shall promptly notify the other party and Engineer of such Force Majeure within 21 days of such occurrence. If neither party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such.

Effect of Force Majeure Event	16.2	Neither the Employer nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed Upon the occurrence of such Force Majeure, the affected party shall endeavour to continue to perform its obligations as far as reasonably practicable.
Contractor's Responsibility	16.3	If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer.
Employer's Responsibility	16.4	If affected by such Force Majeure, the Employer shall promptly notify the Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure.
Payment to Contractor	16.5	If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed and measured in accordance with the Contract.
Resumption of Work	16.6	<p>The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.</p> <p>In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.</p> <p>Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.</p>
Optional	16.7	Irrespective of any extension of time, if a Force Majeure occurs and its effect



**Termination,
Payment and
Release**

continues for a period of 6 months, after notice has been given under Sub- Clause 16.1, either party may give to the other party a notice of termination of the Contract which shall take effect in 28 days after the notice is given. Unless at the end of 28 days period the effect of the Force Majeure has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.

The Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any Plant, Rolling Stock and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

**Release from
Performance
Under the Law**

16.8 If under the law of the Contract the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 16.7, if the Contract had been terminated under that Sub-Clause.

17 CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION

**Procedure for
Claims**

17.1 If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.

If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

**Payment for
Claims**

17.2 The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.

**No legal
action Till
Dispute
Settlement
Procedure is
Exhausted**

17.3 Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.



Notice of Dispute	17.4	For the purpose of Sub-Clause 17.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.
Two Stages for Dispute Resolution	17.5	<p>Disputes shall be settled through two stages:</p> <ol style="list-style-type: none">Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" (as amended from time to time) and in accordance with this Clause.
Conciliation	17.6	<p>Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.</p> <p>Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.</p> <p>The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner</p>
Conciliation Procedure	17.7	<p>The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of JMRC, Government Departments or Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996", of India.</p> <p>The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.</p> <p>When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.</p>



If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement.

When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.

As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

**Termination of
Conciliation
Proceedings**

- 17.8** The conciliation proceedings shall be terminated:
- by the signing of the settlement agreement by the parties on the date of agreement; or
 - by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
 - by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
 - by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.
- Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

Arbitration

- 17.9** If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:
- Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include JMRC officers for the claims up to Rs.5 million and a panel of five Arbitrators which may also include JMRC officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only who shall also act as the Presiding Arbitrator. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Jaipur only. The language of proceedings, that of documents and communication shall be English.



- (b) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor.
- (c) The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties.

Interest on Arbitration Award	17.10	Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
Cost of Arbitration	17.11	The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.
Jurisdiction of Courts	17.12	Where recourse to a Court is to be made in respect of any matter, the court at Jaipur shall have the exclusive jurisdiction to try all disputes between the parties.
Suspension of Work on Account of Arbitration	17.13	The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.
	18	Service of Notices
Notice to Contractor	18.1	<ul style="list-style-type: none">a. All notices to the Contractor, shall be served by post or telex or telefax or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.
Notice to Employer and Engineer	18.2	All notices to the Employer or Engineer shall be served by post or telex or telefax, or by delivering by hand to the address nominated for the purpose.
Change of Address	18.3	Parties to the Contract may change the nominated address by Employer with a notice to all concerned.
Appendix	19	Appendix – A,B & C

APPENDIX- A

PARENT COMPANY UNDERTAKING

(Refer Sub - Clause 4.2.4 of GCC)

THIS UNDERTAKING is made on the day of

By [.....] [whose registered office is at]/[of] [.....] ("the Parent Company").

To The JAIPUR METRO RAIL CORPORATION LIMITED together with its successors and assigns, "the Employer") of:

Khanij Bhavan, 'C' Scheme,
Tilak Marg,
Jaipur – 302005

WHEREAS

- (A) By a contract _____ dated [.....] ("the Contract") made between
(1) the Jaipur Metro Rail Corporation Limited (" the Employer") and
(2) [.....] ("the Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.
- (C) The Parent Company is the beneficial owner of [.....]% [see Note 1] of the issued share capital of [the Contractor] [see Note 2].
- (D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:-
 - (a) sell transfer assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the share holding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and

- (b) take any action which may result in the Contractor being unable to comply with his obligations or perform in any way his duties under the Contract [or take any action which may result in [the subsidiary forming part of the Contractor] [see Note 3] being unable to comply with his obligations or perform in any way his duties under the [joint venture or other relevant] agreement] [see Note 6]

until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the subsidiary forming part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:-

- (a) any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of
[] [see Note 7];
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the employment of the Contractor [and/or
[] [see Note 7] under the Contract for any reason;
- (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or [] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
- (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [] [see Note 7] under the Contract or any release or waiver thereof.

This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or [] [see Note 7] to make any such amendment, variation or supplemental agreement.

General Conditions of Contract (GCC)

4. All documents arising out of or in connection with this Undertaking shall be served:
 - (a) upon the Employer, at [] marked for the attention of [];
 - (b) upon the Parent Company, at [] India. [Note 8]
5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the jurisdiction of the courts of India.

IN WITNESS whereof this Undertaking has been executed as a deed on the date first before written.

THE COMMON SEAL of

[.....]

was affixed hereto in the
presence of:-

Notes: (for preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Contractor comprises more than one company, that fact and the joint venture or other relevant agreement must be recited. In such case, insert the name of the subsidiary forming part of the joint venture, partnership or consortium, and in respect of which the parent company undertaking is being given.
3. If Note 2 applies, refer to the subsidiary of the Parent Company and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the subsidiary.
8. The address for service shall be in India.

APPENDIX- B

PARENT COMPANY GUARANTEE

(Refer Sub – Clause 4.2.4 of GCC)

THIS GUARANTEE is made on the day of between

(1) [.....] whose registered office is at [.....] and [.....] whose registered office is at [.....] ("the Guarantor").

(2) The JAIPUR METRO RAIL CORPORATION LIMITED (together with its successors and assigns, "the Employer") of:

Khanij Bhavan, 'C' Scheme,
Tilak Marg,
Jaipur – 302005

WHEREAS

(A) By a contract [NO.] dated [.....] ("The Contract") made between (1) the Jaipur Metro Rail Corporation Limited ("the Employer") and (2) [.....] ("the Contractor"), the Contractor has agreed to design, execute, complete and remedy any defects in the Works upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1].

(C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the

Guarantor hereby waives notice of:-

- (a) any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of [] [see Note 3] under the Contract;
 - (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - (c) the termination of the Contract or of the engagement of the Contractor [and / or [.....]] [see Note 3] under the Contract for any reason;
 - (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and / or [.....]] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
 - (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or [.....]] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or [] [see Note 3] to make any such amendment, variation or supplemental agreement.
4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
5. Until expiry of the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or [] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or [] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or [] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or

have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or []] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or []] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.

6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
7. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) upon the Employer, at [.....] marked for the attention of [.....];
 - (b) upon the Guarantor, at [.....] India. [Note 4]
8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Contractor agrees to submit to the jurisdiction of the courts of India.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL

of[.....]

was affixed hereto in the
presence of:-

Notes (for preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor comprises more than one company, that fact, the joint venture or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the subsidiary being guaranteed.
3. If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.
4. The address for service shall be in India

APPENDIX-C

CONTRACTOR'S WARRANTY
(Refer Sub-Clause 4.2.4 of GCC)

THIS AGREEMENT is made on the day of between:

- (1) [.....] of [.....] [and [see Note 1]]
([jointly] "the Contractor")
- (2) [Jaipur Metro Rail Corporation Limited] [of]/[whose registered office is at] [Khanij Bhavan, 'C' Scheme, Tilak Marg Jaipur – 302005] (together with its successors and assigns, "the Employer").

WHEREAS

- (A) By a contract _____ dated [] ("the Contract") made between (1) the Jaipur Metro Rail Corporation Limited ("the Employer") and (2) the Contractor, the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (B) [See Note 3].
- (C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to enter into this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:
- (a) he will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
 - (b) he owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
 - (c) he will replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 36 months from the date of Taking Over of the last Section of the Works; and
 - (d) he agrees that should any design modification be required to any section or component due to any defect, the period of 36 months shall re-commence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all sub-systems and systems for all sections; and
 - (e) he shall maintain the manufacture or spare of replacement parts for at least 10 years.

2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works or the Mass Rapid Transport System – Phase Two including without limitation the design, execute, complete, test and commission (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with the Works.
4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:-
 - (a) upon the Employer at [] India. [Note 4]
 - (b) upon the Contractor at [] India. [Note 4]
7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. (1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the Conciliation and Arbitration rules set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.

General Conditions of Contract (GCC)

- (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
- (4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor shall submit to the jurisdiction of the Courts of India at Jaipur.

IN WITNESS whereof, this Warranty has been executed as a deed on the date written at the head hereof.

THE COMMON SEAL of

[.....]

was affixed hereto in the
presence of:-

Notes (for preparation of and not inclusion in the engrossment of this Warranty)

- (1) If the Contractor comprises more than one company, each such company shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.
- (2) If Note 1 applies, that fact and the joint venture or other relevant agreement must be recited.
- (3) Delete if Note 1 does not apply.
- (4) The address for service shall be in India.

Volume-3

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Tender Inviting Authority : Director (Operation & Systems), JMRC,2nd floor, RSIC Wing, Udyog Bhavan, C- Scheme, Tilak M

VALIDATE

PRINT

HELP

Name of Work : Mechanized cleaning and housekeeping Works of Mansarover, New Atish Market, Vivek vihar, Shyam Nagar and Stations

Contract No: NIB No. 02/NIB/O & S/Civil/C & H/2014-15

Bidder Name :

SCHEDULE OF WORKS

(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NOTES:-

(1) Payment for item of manpower (i.e. first item under each station as mentioned as below) will be made on perday basis duly making deductions,if any ,for the various activities (as mentioned in Annexures 'A' to 'E' of specifications of BID document) which are either not executed by the contrctor or not executed satisfactorily on the percentage weightage basis as mentioned in the applicable percentage weightage column of Annexures 'A' to 'E' of specifications of BID document.

(2) Bidder shall take note that compliance of minimum wages, PF, ESI etc are mandatory. To implement these compliance and to avoid any later complication etc. if quoted rates for total manpower as per first item under every station as mentioned below and as per breakup given in Bid in below form is less than the cost as per minimum wages (inclusive of PF, ESI, statutory charges, taxes duties, transportation, service tax, profit margin etc). the Bid will be summarily rejected.

(3) The Bidder shall qoute the cost for machinary, chemical consumable etc as mentioned below inclusive of all charges , taxes, duties transportation, services tax profit margin etc. if the cost of any items observed to be unjustified, the Bid may be rejected.

(4) The Bidder shall have to quote rate of each item above the estimated cost. Rate quoted at par or below to the Estimated Cost shall be treated unjustified and Bid shall be summarily rejected.

(5) Rates may be quoted up to one decimal place. The figure beyond one decimal place shall not be considered.

Sl. No.	Description of work	No.or Qty.	Unit	Estimated Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
					Figures	Words	
1.00	Cleaning & Housekeeping (A) (Mansarover Metro Station)						
2.00	Cleaning and housekeeping works of above station by Employment of manpower as specified as bid documents (inclusive of all PF,ESI, statutory charges, taxes, duties etc) transportation, service tax etc						
2.10	For Group -I to XXXI	730.000	Per day	5270.00		Rupees only	0.00
3.00	Provision charges for machinary specified in bid documents	730.000	per day	1262.00		Rupees only	0.00
4.00	Provision charges for cleaning chemical & consumable for housekeeping work for station	730.000	Per day	956.00		Rupees only	0.00
5.00	Cleaning & House keeping (B) (New Atish Market Metro Station)						
6.00	Cleaning and housekeeping works of above station by Employment of manpower as specified as bid documents (inclusive of all PF,ESI, statutory charges, taxes, duties etc) transportation, service tax etc						
6.10	For Group -I to XXXI	730.000	Per day	5270.00		Rupees only	0.00
7.00	Provision charges for machinary specified in bid documents	730.000	per day	1262.00		Rupees only	0.00
8.00	Provision charges for cleaning chemical & consumable for housekeeping work for station	730.000	Per day	956.00		Rupees only	0.00
9.00	Cleaning & House keeping (C) (Vivek Vihar Metro Station)						
10.00	Cleaning and housekeeping works of above station by Employment of manpower as specified as Bid documents (inclusive of all PF,ESI, statutory charges, taxes, duties etc) transportation, service tax etc						
10.10	For Group -I to XXXI	730.000	Per day	5216.00		Rupees only	0.00
11.00	Provision charges for machinary specified in bid documents	730.000	per day	1262.00		Rupees only	0.00
12.00	Provision charges for cleaning chemical & consumable for housekeeping work for station	730.000	Per day	956.00		Rupees only	0.00
13.00	Cleaning & House keeping (D) (Shyam Nagar Metro Station)						
14.00	Cleaning and housekeeping works of above station by Employment of manpower as specified as Bid documents (inclusive of all PF,ESI, statutory charges, taxes, duties etc) transportation, service tax etc						
14.10	For Group -I to XXXI	730.000	Per day	5216.00		Rupees only	0.00
15.00	Provision charges for machinary specified in Bid documents	730.000	per day	1262.00		Rupees only	0.00
16.00	Provision charges for cleaning chemical & consumable for housekeeping work for station	730.000	Per day	956.00		Rupees only	0.00
17.00	Cleaning & House keeping (E) (Ram Nagar Metro Station)						

Signature of Tenderer with seal

Tender Inviting Authority : Director (Operation & Systems), JMRC,2nd floor, RSIC Wing, Udyog Bhavan, C- Scheme, Tilak M

VALIDATE

PRINT

HELP

Name of Work : Mechanized cleaning and housekeeping Works of Mansarover, New Atish Market, Vivek vihar, Shyam Nagar and Stations

Contract No: NIB No. 02/NIB/O & S/Civil/C & H/2014-15

Bidder Name :

SCHEDULE OF WORKS

(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NOTES:-
(1) Payment for item of manpower (i.e. first item under each station as mentioned as below) will be made on perday basis duly making deductions,if any ,for the various activities (as mentioned in Annexures 'A' to 'E' of specifications of BID document) which are either not executed by the contrctor or not executed satisfactorily on the percentage weightage basis as mentioned in the applicable percentage weightage column of Annexures 'A' to 'E' of specifications of BID document.
(2) Bidder shall take note that compliance of minimum wages, PF, ESI etc are mandatory. To implement these compliance and to avoid any later complication etc. if quoted rates for total manpower as per first item under every station as mentioned below and as per breakup given in Bid in below form is less than the cost as per minimum wages (inclusive of PF, ESI, statutory charges, taxes duties, transportation, service tax, profit margin etc). the Bid will be summarily rejected.
(3) The Bidder shall qoute the cost for machinary, chemical consumable etc as mentioned below inclusive of all charges , taxes, duties transportation, services tax profit margin etc. if the cost of any items observed to be unjustified, the Bid may be rejected.
(4) The Bidder shall have to quote rate of each item above the estimated cost. Rate quoted at par or below to the Estimated Cost shall be treated unjustified and Bid shall be summarily rejected.
(5) Rates may be quoted up to one decimal place. The figure beyond one decimal place shall not be considered.

Sl. No.	Description of work	No.or Qty.	Unit	Estimated Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
					Figures	Words	
18.00	Cleaning and housekeeping works of above station by Employment of manpower as specified as Bid documents (inclusive of all PF,ESI, statutory charges, taxes, duties etc) transportation, service tax etc						
18.10	For Group -I to XXXI	730.000	Per day	5216.00		Rupees only	0.00
19.00	Provision charges for machinary specified in Bid documents	730.000	per day	1262.00		Rupees only	0.00
20.00	Provision charges for cleaning chemical & consumable for housekeeping work for station	730.000	Per day	956.00		Rupees only	0.00
Total in Figures		0.00					
Total in Words		Rupees only					

Signature of Tenderer with seal