

Price Rs. 1500/-

**JAIPUR METRO RAIL CORPORATION LTD.**

NIB No. 10/NIB/O&S/GM(O)/ RF-CCW/2014-15

Dated:-07.11.2014

**“Furnishing and Upgradation work of JMRC flats at Bhrigu Path Mansarovar, Jaipur”.**

**BID DOCUMENT**



**JAIPUR METRO**

**Jaipur Metro Rail Corporation Ltd.**

2<sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan,

C-Scheme, Tilak Marg, Jaipur, 302005

Website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in)

Email: [jmrc.gmoperation@gmail.com](mailto:jmrc.gmoperation@gmail.com)

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# **Volume-1**

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**NOTICE INVITING BID (NIB)**  
**(Short Term Bid Notice)**

**SECTION 1**

**NIB No. 10/NIB/O&S/GM(O)/ RF-CCW/2014-15**

**Dated:-07.11.2014**

- 1.1 GENERAL
- 1.1.1 JMRC invites Sealed Bids from interested and eligible agencies for "Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, Jaipur".
- 1.1.2 The key details of the NIB are as follows:

**KEY DETAILS**

a.	Name of Work	:	"Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, Jaipur". <b>NIB No. 10/NIB/O&amp;S/GM(O)/ RF-CCW/2014-15</b>
b.	Approximate Cost of Work	:	Rs. 32.40 Lacs.
c.	Bid Security Amount	:	Rs.64,800/- (by Demand Draft / Bankers Cheque/ Bank Guaranty payable in favour of Jaipur Metro Rail Corporation Limited).
d.	Cost of Bid Form	:	Rs.1500/- (Rs. Fifteen Hundreds Only), (Non-refundable) by Demand Draft/ Bankers cheque payable in favor of Jaipur Metro Rail Corporation Limited.
e.	Date of issue of Bid document on website of JMRC ( <a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a> ) and SPPP portal ( <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a> )	:	Date:-11.11.2014 time 17:00 Hrs
f.	Period of issue of Bid document at JMRC office	:	Date:- From 11.11.2014 to 02.12.2014 Time:- 11:00 Hrs to 16:00 Hrs.
g.	Last date and time of submission of Bid (Technical & Financial Bid both) at the JMRC office.	:	Date:- 02.12.2014 time 15:00 Hrs
h.	Date & Time of Opening of Technical Bid.	:	Date:- 02.12.2014.time 15:30 Hrs
i.	Date & Time of Opening of Financial Bid	:	Shall be communicated to all the successful bidders in the Technical Bid Scrutiny, through e-mail/phone/JMRC website/SPPP website.

j.	Venue of Opening of Technical and Financial Bid	:	O/o GM (Operations), JMRC, 2 <sup>nd</sup> Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur. Contact Person: - Jt.GM (Civil). Phone No:- 0141-5192414
k.	Validity of Bid	:	60 days from the last date of submission of Bid.
l	Stipulated Date of Commencement of Work	:	Within ten days from the date of issue of "Letter of Acceptance" OR as per the directions contained in the LOA.
m	Period of Completion	:	60 Days from the stipulated date of commencement.

### 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 Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, 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 Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, Jaipur to be carried out as per the Scope of Work defined in this BID document.
Employer	Jaipur Metro Rail Corporation Limited.

#### 1.1.3 Availability and Issue of Bid Documents

The Bid documents consisting of Specifications, Schedule of quantities of work to be done and set of terms and conditions of contract to be complied with by the contractor, whose Bid may be accepted and all other information/documents pertaining to the work will be open for inspection for Bidders and can be had from the Office of GM (Operations), JMRC, 2nd floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur between 11:00 Hrs to 16:00 Hrs on every working day except on Saturday, Sunday and Public Holidays during the period as mentioned in NIB.

Complete Bid Document can be viewed and downloaded from the website ([www.jaipurmetrorail.in](http://www.jaipurmetrorail.in)) OR from State Procurement Portal ([www.sppp.raj.nic.in](http://www.sppp.raj.nic.in)) also.



To purchase the Bid document, bidder needs to apply on its printed letter head to GM (Operations),JMRC, Jaipur along with the Cost of Bid form as mentioned at 1.1.2.d of the NIB. Request for issuance of Bid copy needs to be submitted in person at the O/o GM(O),JMRC, Jaipur. Bid document issuance request submitted by post/ courier shall neither be entertained nor the bid document shall be issued and sent by the post/ courier.

Bidder can use the downloaded document also, but at the time of submission of the Bid for consideration, Bidder needs to submit the cost of bid form as per clause 1.1.2.d of the NIB.

## 1.2 POINTS TO BE NOTED

- 1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 The Bid submitted should contain all Technical, Financial & Other Details as required for the consideration of Bid.
- 1.2.3 Bid document consists of the following:
  - a. Notice Inviting Bid – consisting of
    - i. Notice Inviting Bid (NIT/NIB)
    - ii. Scope of Work
    - iii. Bid Price Particulars
  - b. Instructions to Tenderers / Bidders (ITT)
  - c. General Conditions of Contract (GCC)
  - d. Special Conditions of Contract (SCC)
  - e. Bill of Quantities (BOQ)
  - f. All Annexure/Formats/Forms etc.

### Note: -

- (A) Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC.
- (B) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the below mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on below mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications. The website of JMRC and SPPP portal are ([www.jaipurmetrotrain.in](http://www.jaipurmetrotrain.in)) and (<http://sppp.raj.nic.in>) respectively.
- (C) If the date of opening is declared holiday, then Bids will be opened on next working day.

1.2.4 The Contract shall be governed by the documents listed in Para 1.2.3 above.

1.2.5 The Bidder may obtain further information in respect of these Bid documents from the office of GM (Operations), Jaipur Metro Rail Corporation, 2nd Floor, RSIC Wing, Udyog Bhawan, C-Scheme, Tilak Marg, Jaipur 302005.

- 1.2.6 All Bidders are hereby cautioned that Bid submitted by them shall not deviate in any manner from the stipulation of this Bid document.
- 1.2.7 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons. Bidder shall not have any cause of action or claim against the JMRC for rejection of his proposal.

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

(a) Work Experience : - (Physical requirement)

Experience of having satisfactorily completed similar works during last 3 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 Civil Works each costing not less than the amount equal to Rs. 6.48 lacs. (20% of the estimated cost)
- (ii) Two similar completed Civil Works each costing not less than the amount equal to Rs. 8.10 lacs (25% of the estimated cost).
- (iii) One similar completed Civil Works each costing not less than the amount equal to Rs. 16.20 lacs (50% of the estimated cost)

b) Financial Standing (Annual Turnover) :-

The annual turnover of applicant during each of last three audited financial years should not be less than Rs. 25.92 lacs.

c) Definition of similar work:- "Any work of Buildings of Central Government / Rajasthan State Government / Central PSU / Rajasthan State PSUs/ Autonomous Bodies of Central or State Government.

d) **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 31.10.2014).	<ul style="list-style-type: none"> <li>a. Copy of Registration certification of the firm / Partnership deed / Certificate of incorporation, etc.</li> <li>b. Copy of Articles of Association &amp; Memorandum of Association (if applicable)</li> <li>c. Income Tax Registration (Copy of PAN Card)</li> <li>d. Copy of Service Tax Registration number (along with copy of latest challan and Return both)</li> </ul>

S. No.	Eligibility Criteria	Documents required to substantiate the same
		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 submitted documents need to be signed; else such documents shall not be considered.

**General Manager (Operations)**

## SECTION 2 SCOPE OF WORK

The contractor will execute the work i.e. for “Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, Jaipur”.

### 2.0 Brief Scope

The above work shall cover the following:

- a) Provision of all necessary labours, construction equipment, instruments/appliances and Civil Work Items to be installed in connection with all above mentioned work as specified or as directed by Engineer-in-Charge or the representative of Engineer.
- b) Any other item of work as may be required, to be carried out as per PWD BSR 2012 city circle, Jaipur specifications, for completing the job in all respects in accordance with the provisions of contract.
- c) PWD BSR 2012 city circle, Jaipur specifications will be applicable for methodology of execution of work for all BSR 2012 items. For NBSR items methodology as per relevant IS codes or structural drawing with method statement shall be provided by Engineer-In-Charge.
- d) Clearing site after completion of work and handing over of all the works, as specified and directed by Engineer-In-Charge.
- e) Damage caused to properties of JMRC if any, during execution of above work shall be rectified by the contractor at his cost failing which the cost of rectification shall be recovered at market cost of such items from any RA Bill / Final Bill of the contractor.
- f) The work shall be carried out as and when required by JMRC with all safety precautions as per the directions of Engineer-In-Charge.
- g) Defects Liability Period is **Six Months** from date of completion of the contract
- h) Any addition / alteration / modification carried out in the Bill of Quantities.

The value of work shall be on items of rates accepted and/or percentages above/below/par on PWD BSR 2012 city circle, Jaipur. Letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract.

The above mentioned work should be carried out with contractors own material, labour and tools /plants as per the specification and drawings, complete as required.

### 2.2 Time Schedule:

The contract period for execution of the above mentioned work is 60 days from stipulated date of commencement of work.

### 2.3 Specifications:-

PWD BSR 2012 city circle, Jaipur specifications for these works and work should be carried out as per these specifications and manual.

**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 contractors shall be responsible for the whole works, based on the instructions issued by the competent authority and payment shall be as per accepted rates based on the items carried out as per the work orders issued by the competent authority as and when required.
- b. The rate quoted by the Bidder is inclusive of all duties, taxes, fees, octroi and other levies, materials, labour etc. applicable for or incidental to the scope of work of this bid.

**3.1.2 Schedule of Payment**

The payment will be made on fortnightly basis as per the accepted rates & corresponding to actual progress of work at site.

**3.1.3 Special condition**

1. All works/items entered in "Site Order Book" shall be acknowledged on regular basis and its compliance shall be ensured within given time period. Any delay/failure to comply/attend the work may invite penalty as mentioned in clause 18.3 of SCC and the particular delay/failure shall be recorded and reflected in his performance report for the purpose of evaluation of the contract.
2. The contractor shall depute authorized supervisors who shall attend each JE/ASE/SE/Manager's office as per the requirement and note down works entered in "Site Order Book".

He shall also record the compliance dates for previous noted work complied with.

3. Deleted.
4. Price variation shall be governed by Clause 21.0 of Special Conditions of Contract-General (SCC).

General Manager (Operations)  
Jaipur Metro Rail Corporation Ltd., Jaipur.

## INSTRUCTIONS TO TENDERERS/ BIDDERS (ITT)

- 1.0 Stands deleted for this Bid.
- 2.2 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. 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.
  - b. 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 favour of that person.
  - c. 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.
  - d. 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).
  - e. 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.
  - f. 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 favour of the signatory will be required to be furnished as detailed in Clause 26.2 b.
- 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 – A of ITT.
- 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 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.
- 4.2 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 1.2.3 of NIB 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.

## 5.2 **Availability of Bid Documents**

- 5.2.1 To purchase the Bid document, bidder needs to apply on the printed letter head to GM (Operations), JMRC, Jaipur along with the cost of Bid form as mentioned at 1.1.2.d of the NIB.
- 5.2.2 Bidder can use the downloaded document also, but at the time of submission of the Bid for consideration, Bidder needs to submit the cost of bid form as per clause 1.1.2.d of the NIB.

## 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 JMRC website at [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) OR <http://sppp.raj.nic.in> 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 in Sub-clause 15.0 of ITT.

## **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.

### 8.0 **DOCUMENTS COMPRISING THE BID**

#### 8.1 **BID PACKAGE**

- 8.1.1 The Bid package will comprise the following:

- (a) Bid security in the approved form.
- (b) Attested Copy of Power of Attorney to submit Bid .The Memorandum of understanding (MOU) for the consortium or joint venture in case of more than one member.
- (c) Deleted.
- (d) Bid documents as listed below:
  - i. Notice Inviting Bid
  - ii. Instructions to Bidders/ Tenderers.
  - iii. Special Conditions of Contract

(Note:- These documents are to be stamped and signed on each page in token of acceptance.)

- (e) Deleted
- (f) Deleted
- (g) Form of Bid and Appendix there of (Form A).



(h) Bill of Quantities.

(Note:- All the copies of testimonial/ certificates/ document etc. need to be self attested.)

- 8.2 The prices shall be entered in the Form of Bid and the BOQ enclosed in financial Bid. 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 8.1 of ITT. 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 1.2.3 of NIB, and any amendments issued in accordance with Clause 6.0 of NIB shall be deemed as incorporated in the Bid.
- 8.5 In case of a joint venture/consortium, information as required under clause 2.3 of NIB, 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.
- 9.2 The rate and Prices quoted by the bidder will include all tax liabilities and the cost of insurance to this contract 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 contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the 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 bid amount. The successful bidder should arrange for refund of taxes and duties paid or would have been paid to the fullest extent JMRC 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 paid by the successful bidder during execution of contract will be maintained to facilitate refund of taxes and duties for JMRC. 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 JMRC. The effect of variation in quantities both +ve and -ve will be dealt separately.

**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 60 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 ITT and clause 1.1.2 of NIT.

12.2 The Bid security shall be deposited through Bankers cheque /DD of nationalized Bank in the name of Jaipur metro rail corporation, Jaipur.

12.3 Any Bid not accompanied by an acceptable Bid security shall be summarily rejected.

12.4 The bid security of unsuccessful bidders may be discharged/returned by JMRC as promptly as possible but not later than 30 days after the expiry of the period of bid validity OR after issuance of Letter of Acceptance (LOA), whichever is earlier.

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 bided price in terms of Clause 22.0 of ITT 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 ITT.
  - 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 ITT

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 2.3 of ITT 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 ITT herein.
- 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.
- 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, MARKING AND SUBMISSION OF BIDS**

- 14.1 The Bids shall be submitted as per Two Envelope/Two Bid system as described below in person at the O/o GM(O), JMRC, Jaipur. Completed Bid Package sent by the post/ courier for submission shall not be entertained by the JMRC and JMRC shall not be responsible for loss of such bids.
- 14.2 The Bids shall be submitted in two parts as 1. Technical Bid and 2. Price Bid (BOQ) in sealed covers separately duly super scribed from the bidders indicating as Technical Bid and Price Bid and both the sealed covers are to be put together in a bigger cover which should also be sealed and super scribed as "BID PACKAGE" along with name, address and contact

particulars of the Bidders.

**14.3 The envelope-I (Technical Bid) shall contain the following:**

14.3.1 Deleted

14.3.2 (a) Cost of Bid Form (as per clause 1.1.2.d of NIB), if downloaded Bid Document is being submitted by the firm.

(b) Bid Security in the form as described in the NIB, of a scheduled Bank or Nationalized Bank /State Bank guaranteed by Reserve Bank of India drawn in favour of Jaipur Metro Rail Corporation Ltd., Jaipur.

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

14.3.4 Bid documents as listed below:

- i. Notice Inviting Bid
- ii. Instructions to Bidders/ Tenderers.
- iii. Special Conditions of Contract.

14.3.5 List of Documents to be enclosed to be enclosed with the Technical Bid are as follows:-

- (i) Copy of PAN Card issued by Income Tax Department, copy of the latest Sales Tax/ VAT registration Certificate (STRC/ VATRC) and copy of latest Sales Tax/ VAT return.
- (ii) Testimonial(s)/Completion Certificate(s) of the work(s) to be considered for establishing eligibility. (Need to be issued by an officer not below the rank of Executive Engineer).
- (iii) EPF Registration Certificate.
- (iv) Service Tax Registration Certificate.
- (v) Copy of License and enlistment / registration order and Contractor License to work in Rajasthan.
- (vi) Chartered Accountant Certificate for Turnover.

(Note:- All pro forma (s), Forms etc. to be filled by the bidder shall be completed by the bidder and all the copies of testimonial/ certificates/ document etc. need to be self attested/ stamped on each page in token of acceptance.)

**14.4 The envelope-II (Price Bid/BOQ) shall contain the following:-**

14.4.1 Price Bid quoted on the original Bid/Tender documents issued by JMRC.

14.4.2 The rates and amounts should be filled only in the Price Bid (BOQ) attached thereto.

14.4.3 The Bid should be properly bound and sealed. In case of loose/spiral bound submission of Bid, the Bid shall be liable for rejection.

**14.5** If it is found at any stage of Bid scrutiny after submission of Bid that the bidder has made any correction/addition/alternation/omission in Bid documents vis-à-vis the issued Bid documents shall be treated as non responsive and shall be summarily rejected and the Bid Security deposited by bidder shall be forfeited in addition to any other action as per prevalent rules.

## **BID OPENING AND EVALUATION**

### **17.0 BID OPENING**

17.1 The duly authorized Committee of JMRC will open the tenders/Bids in the presence of Bidder(s)/Tender(s) or their authorized representative(s) who may choose to be present at the time of Bid opening, if the Bidder / Tenderer wishes. The bids shall be opened in two stages. In first stage the Pre-qualification/ Technical bid shall be opened and evaluated. The financial part shall be opened of responsive bidders pre-qualified by competent authority. Date of opening of Financial Bid shall be conveyed to the successful bidders by e-mail/phone/JMRC website/SPPP website.

### **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 TENDERS/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 break-up cost 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.

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

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 2.2 to 2.8 & 8.1.1 of ITT, 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 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 JMRC reserves the right not to consider any deviation that in the sole discretion of the JMRC is found unacceptable. JMRC shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.
- 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, JMRC shall be at liberty to forfeit the said earnest money absolutely.

## 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 JMRC, 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.
- c. If the rates are being asked to be quoted in percentage above/below vis-à-vis to the Estimated Cost and there arises a discrepancy in deciding the "above" and "below" words then the above/below mentioned in the WORDS will prevail. If contractor fails to mention above/below in words and figures both then the same shall be decided by the Quoted Amount mentioned by the contractor.

- 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 Contractor in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful bidder, who will return one copy to the Employer duly acknowledged and signed by the 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 Performa (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 10 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 contractor through their authorized signatories, will be supplied by the Employer to the Contractor.

- 26.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 5 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
  - b. Power of Attorney
  - c. General Conditions of Contract duly signed by the contractor or his authorized signatory.
  - d. 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 BG/FDR/BC or DD in the name of JMRC for an amount equal to 10% of the Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. The validity of the Bank Guarantee shall be sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period (if any). The Bank Guarantee shall be prepared from a scheduled Commercial Bank based in India, with its branch located in Jaipur, as per the format of Bank Guarantee provided in this Bid Document (Form D). Further as and when contract value increases, as a result of any other reason, the contractor shall be required to deposit additional Performance security so as to ensure availability of Performance Security, equivalent to 10% of revised contract value in force with JMRC at all times. The Performance Security shall be furnished within the time limit specified in Clause 26.0.
- 27.1.1 Alternatively, on request application of option for deduction of performance security of successful Bidder, Employer may allow the Bidder (As per circular No.F.1(8) FD/GF&AR/2011 dated 04.09.2013) to submit the performance security amount (i.e equal to 10% of contract price) in form of deduction from his each running and final Bill @ 10% of amount of Bill, till the total amount of performance security is deposited.
- 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, unless Employer or his representative gives a specific date for commencement of work depending on the circumstances. In case if Employer or his representative gives a specific date then the work has to be started from that date. If a successful bidder fails to start the work within 10 days from the date of issue of LOA (when specific date not provided) or within 3 days from the specific day as mentioned by the Employer then the LOA shall be cancelled & Bid Security shall be forfeited.



29.0 It is clarified that Tender ↔ Bid and Tenderer ↔ Bidder words has been used interchangeably

## APPENDIX I

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID PACKAGE  
COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	No. of sets to be submitted	Reference to Clause No. of "Instructions to Bidders/ Tenderers (ITT)"
	<b>Envelope-I (Technical Bid):</b>		
1.	Bid documents containing:- (i) NIB. (ii) ITT. (iii) SCC etc.	One in Original	8.1.1
2.	Power of attorney for individuals signing on behalf of Company/Firm or Power attorney in favour of the leading member of Joint venture/Consortium	One in Original	2.6 & 13.0
3.	Bid security (Form B)	One in Original	12.0
4.	Financial Data (Form T-V)	One in Original	As per NIB Conditions
5.	Form of Bid and Appendix (Form A)	One in Original	8.1.1(g)
6.	An undertaking that there are No Technical or Commercial deviations or additional conditions incorporated in the Bid document.	One in Original	14.3.3
7.	Cost of Bid Form (For the downloaded Bid Document)	One in Original	1.1.2.d
8.	List of Documents: i) Copy of PAN Card issued by Income Tax Department, copy of the latest Sales Tax/ VAT registration Certificate (STRC/ VATRC) and copy of latest Sales Tax/ VAT return. ii) Testimonial(s)/Completion Certificate(s) of the work(s) to be considered for establishing eligibility. (Need to be issued by an officer not below the rank of Executive Engineer). iii) EPF Registration Certificate. iv) Service Tax Registration Certificate. v) Copy of License and enlistment / registration order and Contractor License to work in Rajasthan. vi) Chartered Accountant Certificate for Turnover.	One set of self attested copies	14.3.5 of ITB
	<b>Envelope-II (Financial Bid):</b>		
1.	Price Bid/ Bill of Quantities (BOQ)	One in original	14.4 of ITB

**INDEX ON  
PROFORMA OF FORMS**

**1. PROFORMA OF FORMS – GENERAL**

(Items (iv) & (v) applicable only for successful bidders)

	FORM
i. Form of Bid with Appendix	A
ii. Form of Bank Guarantee for Bid security	B
iii. Form of Performance Security (Guarantee) by Bank	D
vi. Form of Agreement	E

Note: (Form C is not part of this tender document)

**2. PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS  
FORM**

i. General Information	T-I
ii. Indemnity certificate and obligation/ Compliance to be ensured by the Contractor.	T-VII

Note:-(Form No. T-II,T-III,T-IV,T-V & T-VI are deleted and not form part of this bid document.)

**Various Annexures**

i. Compliance with the code of integrity and no conflict of interest	A1
ii. Declaration by bidders regarding qualifications	B1
iii. Grievance Redressal during Procurement Process	C1

**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

**General Manager (Operations),  
Jaipur Metro Rail Corporation Limited (JMRC),  
2<sup>nd</sup> 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/tenderers and the complete Bid document, 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 as mentioned in the BOQ for Rs.....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 10 days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract.
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 60 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 authorized to sign Bids for and on behalf of .....

Address .....

Mobile No: .....

Authorized E-mail ID: .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**APPENDIX TO THE FORM OF BID**

		Condition of Contract Clause No.	
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 work orders	1.1.2(l) of Short Term Bid Notice	10 days from the Issue of LOA
IV	Contract Period from the date of commencement of work	1.1.2 (m) of Short Term Bid Notice	60 days
V	Deleted		
VI	Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work		Shall be levied as worked out by the JMRC. In addition to this, necessary legal actions can also be taken as per the statutory Rules & Laws applicable.

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 " Furnishing and Upgradation work of JMRC flats at Bhriagu path Mansarovar, Jaipur.

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. 90 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/Tenderers (ITT)”.
- 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/Tenderers” and/or
  - ii. fails to commence the work as per terms And Conditions of bid after issuance of LOA
  - iii. fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the “Instructions to Bidders/Tenderers (ITT)”.

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 .....  
Authorized Official  
of the Bank

Signature of the witness  
.....

Name of Official .....  
Designation .....  
I.D. No. ....

Name of the Witness  
.....

Stamp/Seal  
of the Bank .....

Address of the Witness  
.....



**FORM OF PERFORMANCE SECURITY (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 “Furnishing and upgradation work of JMRC flats at Bhrigu path, Mansarover, Jaipur”. Contract for Jaipur Metro Rail Corporation (hereinafter called “the contract”) to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called “the Contractor”).
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of Seven Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Employer in enforcement of payment of any 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 Contractor” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 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, Metro Khanij Bhavan C- Scheme Jaipur-302005 hereinafter called “the Employer” of the one part and \_\_\_\_\_ (Name and Address of Contractor) \_\_\_\_\_ hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that (\*\*\*) certain Goods and Services should be provided and certain Works should be executed, viz “Furnishing and upgradation work of JMRC flats at Bhrigu path, Mansarover, Jaipur”. -----of applicable Rail Corridor of Jaipur Metro Rail corporation hereinafter called “the Works” and has accepted a Bid by the Contractor 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) Notice Inviting Bid
  - (e) Bill of Quantities
  - (f) Form of Bid with Appendix
  - (g) Addendums, if any
  - (h) 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 Contractor as hereinafter mentioned, the Contractor 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 Contractor 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 CONTRACTOR

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

The staff/labour recruited by the Contractor for “Furnishing and upgradation work of JMRC flats at Bhrigu path, Mansarover, Jaipur”. will be the sole responsibility of the Contractor and JMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in JMRC.

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 Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**GENERAL INFORMATION AND JOINT VENTURE DATA**

**(Refer Clauses 2.5.2)**

Notes :

- (1) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.
- (2) 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?

INDEMNITY

(To be filled by Contractor)

I on behalf of M/s .....hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s .....will abide by all safety rules and procedures. I declare that I M/s .....will be responsible for any safety violation/accident etc. and JMRC 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

Stamp/seal of the Indemnifier/Contractor

.....

Signature of Indemnifier

INDEMNITY

(To be filled by Contractor staff individually)

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

.....  
Name of Indemnifier

.....  
Signature of Indemnifier

.....  
NAME OF CONTRACTOR

.....  
SIGNATURE OF CONTRACTOR

**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 subcontractor, 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 Dir (O&S), JMRC, JAIPUR.

The designation and address of the Second Appellate Authority is MD, JMRC, JAIPUR.

**(1) Filing an appeal**

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

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

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

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

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

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

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

**(4) 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 authorized representative.

**(5) Fee for filing appeal**

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

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

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

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

Appeal No.....of .....

Before the.....(First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent

(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

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## SPECIAL CONDITIONS OF CONTRACT

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**PART-1**  
**SPECIAL CONDITIONS OF CONTRACT (GENERAL)**

**1.0 SPECIAL ATTENTION**

- 1.1 The Contract will be awarded to the Tenderer whose responsive tender is determined to be the lowest evaluated tender and who satisfies the appropriate standards of capacity and financial resources. Clause 23.0 and 24.0 of "Instructions to Tenderers/Bidders (ITT)" may be referred to in this connection.

**2.0 RIGHT OF WAY**

Right of way (within JMRC land) to the work site will be provided to the Contractor.

**3.0 COORDINATION WITH OTHER CONTRACTORS**

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

**4.0 SUFFICIENCY OF TENDER**

- 4.1 The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
- 4.2 The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates.

**5.0 NOTICES AND INSTRUCTIONS**

- 5.1 The Contractor shall furnish to the Employer/Engineer the postal address of his office at Jaipur. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized 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 Contractor or if conveyed by the E-mail from the authorized email.

**6.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER**

- 6.1 No material, tools, and equipment shall be supplied by the Employer. The Contractor has to arrange all tools, equipment, materials etc. required for the work. The Contractor shall have to identify sources for supply of all materials and get them approved by the Engineer-In-Charge before the use. The Contractor shall submit the sample to the Engineer- In-Charge and shall use only after the sample is approved. Nothing extra shall be payable to the Contractor on this account.

**7.0 USE AND CARE OF SITE**

- 7.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the In-Charge.
- 7.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved JDA locations in covered position. The

necessary materials required i.e. cartons/ dustbins etc to be provided by the contractor at his cost. The transportation for disposing the debris shall also be arranged by the contractor at his cost.

- 7.3 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
- 7.4 Necessary permissions/approval of the Employers representative shall be obtained before carrying out the work.
- 7.5 **ACCIDENTS:** - It shall be the entire responsibility of the contractor to adopt all the safety measures and deploy the personnel who are adequately trained in safety. If any accident occurs within the JMRC jurisdiction while carrying out the works or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

#### 8.0 **DUTIES, TAXES, OCTROI, ROYALTY ETC**

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

#### 9.0 **SALES TAX REGISTRATION CERTIFICATE**

- 9.1 If the Contractor is a Sales Tax / VAT assessee, he should produce a valid Sales Tax / VAT Registration Certificate before payment of final bill; otherwise, final payment to the Contractor will be withheld.

#### 10.0 **HOUSING FACILITIES (Supplemental to Clause 6.6 of "General Conditions of Contract")**

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

#### 11.0 **ACCESS ROADS AND HAUL ROADS**

- 11.1 Existing roads and other public roads may be used by the Contractor to carry out works with prior approval of the competent authority. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads.
- 11.2 The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.

#### 12.0 **DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL**

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



**13.0 PROGRAM OF WORKS:**

13.1 The period of contract is for 60 days from the date of commencement of work. However the work should be started immediately after issue of LOA by the competent authority as and when required.

**14.0 SECURITY MEASURES**

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

14.2 Contractors' employees and representatives shall wear Identification Badges (cards), helmets, gum boots, approved uniform and other safety/protection wear as directed by incharge, and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.

14.3 All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.

**15.0 ECOLOGICAL BALANCE**

15.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.

- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to conform 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 works purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's maintenance activities. 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 Contractor 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 etc. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.
- (c) In the conduct of works activities and operation of equipment, the Contractor shall Utilize such practicable methods and devices as are reasonably available to control Prevent and otherwise minimize air/noise pollution.

15.2 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.

**16.0 BRIEF SCOPE OF WORK**

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

**17.0 PAYMENT**

17.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per Work orders 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.

17.2 The contractor shall submit certified copies of vouchers showing quantity of materials brought to site for in charge's record.

17.3 If any activities not carried out as per the work orders the applicable amount will be deducted from the bill. In addition the applicable penalty will be levied.

17.4 The payment will be made on fortnightly basis as per the accepted rates & corresponding to actual progress of work at site. Final payment shall be released after completion of work in all respect.

**18.0 Deleted for this NIT/NIB**

18.1 Deleted for this NIT/NIB

**19.0 NOISE AND DISTURBANCE/POLLUTION**

19.1 All works shall be carried out without unreasonable noise and disturbance. The Contractor 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.

19.2 Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

**20.0 ADVANCES**

No advances shall be paid to the Contractor

**21.0 PRICE VARIATION CLAUSE**

Price variations clause is not applicable in this contract.

**22.0 WATER SUPPLY AND ELECTRICITY**

Water supply and electricity will be provided by JMRC if possible as per site condition.

**23.0 MINIMUM WAGES ACT**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act 1996 and Contract Labour (Regulation and Abolition) Act, 1970, EPF act, ESI Act etc as applicable and amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought into force from time to time.

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# **Volume-2**

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**ABSTRACT OF COST :- NIB No. 10/NIB/O&S/GM(O)/ RF-CCW/2013-14**

Name of Work : "Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, Jaipur".

NIB No. 10/NIB/O&S/GM(O)/ RF-CCW/2013- PWD BSR 2012 ITEMS

**Abstract of Cost ( As per BOQ)**

S. No.	Items	Estimated Cost (Rs.P)	Rate Quoted by contractor		Quoted Amount by the Contractor (In Figures) (Rs. P)	Quoted Amount by the Contractor (Rs. P) (In Words)	Signature of Contractor
			% above/ below to the estimated cost (In figure)	% above/ below to the estimated cost (In words)			
<b>A</b>	<b>Rajasthan PWD BSR 2012 Items.</b>						
1	Half brick masonry work, plaster work, grooving, distempering, and paint on wood work etc.	800173.96					
<b>B</b>	<b>NON BSR ITEMS</b>		<b>Total Quoted Amount by the Contractor (Rs. P) (In Figures)</b>		<b>Total Quoted Amount by the Contractor (Rs. P) (In Words)</b>	<b>Signature of Contractor</b>	
1	Wood Work, Kota Stone Work, Mild Steel work etc.						
	<b>Total Quoted Amount (A+B) (In Figures)(Rs.P)</b>						
	<b>Total Quoted Amount (In Words)</b>						

Contractor

GM(O)

- Note:-**
1. It is advised to contractor to observe due caution while mentioning the words "above" or "below" in the abstract of cost for PWD BSR Items.
  2. (a) Contractor is required to quote composite percentage (Above/below) with reference to estimate rates for the BSR items in the abstract of cost.  
(b) Contractor is also required to quote the total quoted amount (as per the total received in the BOQ) of Non- BSR items in the abstract of cost.

**Jaipur Metro Rail Corporation Limited, Jaipur.**

**Bill of Quantities (BOQ)**

**Name of Work:- Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, Jaipur.**

S.NO	PWD BSR 2012 Item NO.	Item/description of item	Unit	Quantity	PWD BSR 2012 Rate (Rs.P)	Amount (Rs.P)
1	5.9	Half brick masonry in Superstructure , above plinth level upto floor V level using bricks of designation 75				
a	5.9.3	Cement mortar 1 : 6 (1 cement : 6 coarse sand)	sqm	77	383.00	29491
2	12.2	Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish :				
a	12.2.2	20mm thick.	sqm	166.00	119.00	19754
3	12.38	Distempering with dry distemper of approved brand and shade (two or more coats) and of required shade on new work, over and including, priming coat of whitening to give an even shade including all scaffolding.	sqm	166.00	37.00	6142
	12.39.2 (b)	Old work (one or more coats) including scrapping surface and necessary repairs. Same Color	sqm	356.00	7.25	2581
4	12.12	Forming groove of uniform size 15x15mm and upto 25x15mm in the top layer of washed stone grit plaster as per approved pattern using wooden battens, nailed to the under layer including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specification and direction of Engineer-In-Charge	Rm	529.00	18.00	9522
5	8.4	Providing and fixing fully panelled/partly panelled/ Single leaf shutter frame for doors as per approved design and drawings with approved ordinary C.P./ oxidised steel fittings as per Annexure - 'A' and width of styles & top rails of 100mm and lock rails width of 150mm and bottom rails of 200mm width including teak wood beading of size 19mm x 12mm on both faces complete :				
a	8.4.2	30 mm thick				
b	8.4.2.1	Nigeria wood grade I	Sqm	183.85	1366.40	251212.64
6	8.5	Providing and fixing fully panelled /partly panelled single leaf shutters frame for windows and ventilators as per approved design and drawings with approved steel fittings as per Annexure 'A' and width of styles, bottom and top rails 75mm including intermediate rails 50mm wide, beading of 25mm x 15mm size on both faces :				
a	8.5.2	30mm thick				
b	8.5.2.1	Nigeria wood grade I	Sqm	197.58	1224.00	241837.92
6	8.6.8	Wire gauge 24 gauge 14 mesh of IS 1568-1970 marked 85 gauge of dia 0.56 mm	Sqm	381.43	482.00	183849.26
7		<b>Paint on wood work</b>				
	B-63-12.49.2	Varnishing with varnish of approved brand and manufacture :Two or more coats glue sizing with spray varnish or an under coat of flatting varnish.	Sqm	858.22	65.00	55784.1375
			<b>Total Amount</b>			800173.96
		<b>Percentage above/ below quoted by the bidder:-</b>				

**Contractor/Agency**

**GM (Operations)**

<b>NBSR Items</b>						
<b>S.No</b>	<b>NBSR Items</b>	<b>Details of Work Items</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate quoted by the bidder (Rs.P)</b>	<b>Amount as per quoted rates by the bidder (Rs.P)</b>
1		<b>WOOD WORK</b>				
a		Providing and fixing of box shelves in kitchen made of wooden board 19mm thick ,plywood 6mm thick ,Sunmica 1mm thick including all fixing & gluing, hardware, locks, handles complete etc at 1st floor to 10th floor including all lead and lift.	Sqm	28		
b		Providing and fixing of water proof wooden board 19mm thick shutters to the shelves in kitchen using 6mm thich water proof ply, Sunmica 1mm thick including all fixing & gluing, hardware,locks,handles complete etc at 1st floor to 10th floor including all lead and lift.	Sqm	84		
		<b>KOTA STONE WORK</b>				
2		Providing and fixing of Kota stone slabs in kitchen and wardrobes in bed rooms of JMRC flats from 1st floor to 10th floor with all lift & lead using cement sand mortar 1:3, including cutting of grooves in old plaster as per requirement amd making good, complete etc at 1st floor to 10th floor including all lead & lift.	Sqm	329		
		<b>MILD STEEL WORK</b>				
3		Providing and fixing of Mild Steel (M.S) door shutter for wardrobes of bedrooms made up of 20 gauge M.S sheet including all fittings,locks, handles and hardwares ets complete with painting with approved make of enamel paint at 1st floor to 10th floor including all lead & lift.	Sqm	298		
		<b>Total Amount of NBSR Items</b>				

**Contractor/Agency**

**GM (Operations)**