



BID DOCUMENT

CONTRACT FOR REFILLING , HYDRAULIC PRESSURE TESTING
AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE
EXTINGUISHERS.

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

JMRC, 2nd Floor, Admin Building,

Mansarovar Depot, Near Ganga Jamuna Petrol Pump,

Mansarovar, Jaipur.302020

Website: www.jaipurmetrorail.in

TABLE OF CONTENTS

NOTICE INVITING TENDERS	4
1 INSTRUCTIONS TO TENDERERS.....	6
1.1 GENERAL.....	6
1.2 TENDER DOCUMENTS.....	9
1.3 PREPARATION OF TENDERS.....	10
1.4 DOCUMENTS COMPRISING THE TENDER	10
1.5 SUBMISSION OF TENDERS	13
1.6 AWARD OF CONTRACT	17
1.7 CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER.....	19
2 SPECIAL CONDITIONS OF CONTRACT	19
2.1 GENERAL.....	19
2.2 SAFETY	22
2.3 TIME MANAGEMENT	24
2.4 CONTRACT PRICE AND PAYMENT.....	24
2.5 RISK AND RESPONSIBILITY	25
3 TECHNICAL SPECIFICATION AND SCOPE OF WORK	25
3.1 SCOPE OF WORK:.....	25
3.2 DELIVERY SCHEDULE.....	27
3.3 Other conditions:.....	27
3.4 PREMISES FOR REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS OPERATION ACTIVITIES:	28
3.5 GUIDELINES FOR CONTRACTOR STAFF TO WORK INSIDE DEPOT	28
4 FORMATS FORMING PART OF TECHNICAL BID.....	29
4.1 FORM A: FORM OF TENDER	30
4.2 FORM B FORM OF BANK GUARANTEE FOR TENDER SECURITY	33
4.3 FORM C PRO FORMA FOR STATEMENT OF DEVIATIONS.....	33
4.4 FORM D Format of Bank Guarantee for Performance Security	34
4.5 FORM E FORM OF AGREEMENT	35
4.6 FORM F POWER OF ATTORNEY FOR SIGNING OF BID	37
4.7 FORM T-I GENERAL INFORMATION AND JOINT VENTURE DATA.....	39
4.8 FORM T-II EXPERIENCE RECORD	40
4.9 FORM T-III FINANCIAL DATA.....	41
4.10 Deleted	45
4.11 Annexure B : Declaration by the Bidder regarding Qualifications.....	45

4.12	Annexure C : GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS	46
4.13	ANNEXURE D: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER	48
5	BILL OF QUANTITIES.....	49
5.1	FORM TO BE FILLED BY THE TENDERER:.....	49

NOTICE INVITING TENDERS

Dated: 11 March 2016

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed Contract for REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS.

KEY DETAILS

a)	Name of Work	REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS
b)	Approximate Estimated Cost of Work	Rs. 1,78,000/-
c)	Cost of Tender Form	Nil
d)	Online Tender Document Availability Period	From 1700 hrs 11 th March 2016
e)	Date and Place of Pre Bid Conference	1300 hrs on 16 th March 2016 Conference Room, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhrigu Path, Mansarovar, Jaipur – 302 020 Tel. No. 0141- 5153709.
f)	Last date for receiving queries/ clarifications	Up to 1700 hrs on 16 th March 2016
g)	uploading of reply to queries/ clarifications	upto 1700 hrs on 18 th March 2016
h)	Submission start date	0900 hrs on 19 th March 2016
i)	Last Date for submission of Tender	1500 hrs on 29 th March 2016
j)	Time & Date of Opening of Technical Bid	1530 hrs on 29 th March 2016
k)	Venue of Submission and Opening of Tender	O/o GM/RS, Room No. 208, 2nd Floor, Admin Building, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhrigu Path, Mansarovar, Jaipur.
l)	Validity of Tender	120 days from the last date of submission of tender.
m)	Stipulated Date of Commencement of Work	Within seven days from the date mentioned in the “order to commence”
n)	Duration of the contract	2 years from the stipulated date of commencement
o)	Performance Security	5% of the Estimated Cost
p)	<p>Eligibility Conditions</p> <p>This invitation to tender is open to only those agencies, which fulfill the eligibility criteria as specified as follows:</p> <p>a) Work Experience: The bidder should essentially have experience of having satisfactorily completed similar works during last 5 years period ending last day of the month previous to the one in which the tenders are invited should be either of the following:</p> <p>i. Three similar satisfactorily completed works each costing not less than the amount equal to 40% of Estimated Cost</p> <p>or</p> <p>ii. Two similar satisfactorily completed works each costing not less than the amount equal to 50% of Estimated Cost.</p> <p>or</p> <p>iii. One similar satisfactorily completed work costing not less than the amount equal to 80% of Estimated Cost.</p> <p>b) Financial Standing (Annual Turnover): The annual turnover of bidder during each of last three audited financial years should not be less than 40% of the Estimated Cost.</p> <p>c) Definition of similar work:- For consideration as an eligible ‘similar work’ for the purpose of experience, the listed work shall be considered only fulfills the following requirements in that work:</p> <p>“Work of FIRE EXTINGUISHERS REFILLING OF DIFFERENT TYPES OF FIRE EXTINGUISHERS / HYDRAULIC PRESSURE TESTING OF DIFFERENT TYPES OF FIRE</p>	

	<p>EXTINGUISHERS / SUPPLY OF DIFFERENT TYPES OF FIRE EXTINGUISHERS of any Hotel (As 7 star/ 5 star/3 star etc), any pvt. Malls, Business Complex, Govt. Office/ pvt office/ multistoried Building, metro train maintenance depots, metro rail stations, airports, Railway Station, Railway Yards or Metro Bhawan”.</p> <p>d) Tenderer should have valid VAT registration or service tax registration certificate issued by competent authority.</p> <p>e) Applicant should have valid PAN certificate/ card issued by the Income Tax of GOI</p>
q)	The complete bid document can be downloaded from the Corporation’s website http://www.jaipurmetrorail.in and http://sppp.raj.nic.in

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Metro Train Depot, Near Ganga Jamuna Patrol Pump,
Bhrigu Path, Mansarovar, Jaipur – 302 020
Tel. No. 0141- 5153709 Fax: 0141-5192401
Email: gmrs.jmrc@gmail.com

1 INSTRUCTIONS TO TENDERERS¹

1.1 GENERAL

1.1.1 OBJECTIVE OF THE TENDER²

- 1.1.1.1 Jaipur Metro Rail Corporation Ltd., having its corporate office at Khanij Bhawan, Tilak Marg, and Jaipur – 302005 (hereinafter referred to as the 'Corporation' is a Special Purpose Vehicle (SPV) set up by the Government of Rajasthan as a wholly owned state enterprise for execution of the Jaipur Metro Rail Project.
- 1.1.1.2 The Phase-I A of the system, i.e., the East West Corridor A from Mansarovar to Chandpole consisting of 9 stations also an underground station at Chandpole.
- 1.1.1.3 Also, JMRC has awarded contract for implementation of Phase-I B, i.e., the East West Corridor B from Chandpole to BadiChaupar, consisting of 2 Underground stations at BadiChaupar and ChotiChaupar.
- 1.1.1.4 The contractor shall execute the work i.e. Contract for refilling , hydraulic pressure testing and supply of accessories for different types of fire extinguishers installed at different location in depot premises and in Metro train coaches.
- 1.1.1.5 The works shall be carried out by contractor with all man power, refilling material, machine, tools, transport etc.

1.1.2 INTRODUCTION

- 1.1.2.1 Sealed tenders are invited for the Tender No. JMRC/O&S/RS/NIB/2015-16/004 (R) 'towards 'CONTRACT FOR REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS 'by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Tender Package. The tender consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

- (i) Instructions To Tenderers (ITT)
- (ii) Special Conditions of Contract (SCC)
- (iii) Technical Specifications and Scope of work
- (iv) Technical Bid Formats
- (v) Financial Bid - Bill of Quantities

Note: - Approved GCC and SHE Manuals are available on the JMRC website, the firm agrees to accept the GCC and SHE By Signing the Bid document. Firm is required to read and agree with GCC and SHE before signing the Bid document.

¹ The words 'Tenderer' or 'Bidder' have been used interchangeably in this document and refers to the definition of "Tenderer or Bidder" as defined at Clause 1.1.2.2 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation.

² Tender' and 'Bid' are used interchangeably in this document and refers to the definition of 'Tender' as defined at Clause 1.1.1.17 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation. Likewise, other forms of the word, e.g. 'Tendering' and 'Bidding' etc., have been used interchangeably.

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

1.1.2.2 Relevant address for correspondence relating to this tender is given below:

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
JMRC, 2nd Floor, Admin Building,
Mansarovar Depot, Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur.302020
Tel: +91-141-5153709, +91-77288-95409, Fax: +91-141-5192401
Email: gm.rs.jmrc@gmail.com

1.1.3 QUALIFICATION REQUIREMENTS

1.1.3.1 ELIGIBILITY CRITERIA: This invitation to tender is open to only those agencies, which fulfill the eligibility criteria as specified as follows:

- f) Work Experience: The bidder should essentially have experience of having satisfactorily completed similar works during last 5 years period ending last day of the month previous to the one in which the tenders are invited should be either of the following:
 - iv. Three similar satisfactorily completed works each costing not less than the amount equal to 40% of Estimated Cost
or
 - v. Two similar satisfactorily completed works each costing not less than the amount equal to 50% of Estimated Cost.
or
 - vi. One similar satisfactorily completed work costing not less than the amount equal to 80% of Estimated Cost.
- g) Financial Standing (Annual Turnover): The annual turnover of bidder during each of last three audited financial years should not be less than 40% of the Estimated Cost.
- h) Definition of similar work:- For consideration as an eligible 'similar work' for the purpose of experience, the listed work shall be considered only fulfills the following requirements in that work:

"Work of FIRE EXTINGUISHERS REFILLING OF DIFFERENT TYPES OF FIRE EXTINGUISHERS / HYDRAULIC PRESSURE TESTING OF DIFFERENT TYPES OF FIRE EXTINGUISHERS / SUPPLY OF DIFFERENT TYPES OF FIRE EXTINGUISHERS of any Hotel (As 7 star/ 5 star/3 star etc), any pvt. Malls, Business Complex, Govt. Office/ pvt office/ multistoried Building, metro train maintenance depots, metro rail stations, airports, Railway Station, Railway Yards or Metro Bhawan".
- i) Tenderer should have valid VAT registration and service tax registration certificate issued by competent authority.
- j) Applicant should have valid PAN certificate/ card issued by the Income Tax of GOI

1.1.3.2 Each agency shall submit only one tender either himself or as a partner / Lead Constituent in a joint venture/consortium for the work. The tenderer who submits more than one tender for the same work will be disqualified. All tenders submitted shall include all the information as desired herein.

- 1.1.3.3 In the case of tenderer being a joint venture of two or more firms or General information of the tenderer shall be furnished in clause 4.7. 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, of each party thereto constituting tender 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.
- 1.1.3.4 companies as partners or as members of consortium as the case may be, joint venture data must be furnished in the format prescribed (clause 4.7) along with the documents as mentioned therein. The following requirements shall also be complied with.
- a. The tender, and, in the case of a successful tender, 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 evident by submitting a power of attorney signed by the partner or legally authorized signatories of all the partners. In case of consortium, it will similarly authorize a person to be in-charge and this authorization shall be evident by a power of attorney in favor 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 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 tender and the form of agreement (in case of a successful tender).
 - 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 tender.
- 1.1.3.5 In case the Tenderer is an Association, consortium or joint venture, the tenderer 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. This authorization shall be issued by the legally authorized signatories of all members of the association, consortium or joint venture.

- 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 under taking of this contract.
- 1.1.3.6 The tenderers to qualify for award of contract shall submit a written power of attorney authorizing the signatory of the tender to commit the tenderer or each member of the partnership, consortium or joint venture.
- 1.1.3.7 Each page of tender booklet shall be signed by the authorized signatory of the tenderer. Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 4.6
- 1.1.3.8 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract, shall be communicated forthwith in writing by the tenderer to the Engineer and the Employer.
- 1.1.3.9 In the details of information submitted by the applicants at the stage of tender if any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the tender. The applicant is required to certify in the statement placed at Annexure-A clause.
- 1.1.3.10 Each tenderer, or any associate will be required to confirm and declare in the tender 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 tender price will not include any such amount.

1.1.4 COST OF TENDERING

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

1.1.5 SITE VISIT

- 1.1.5.1 Any site information / schedule of works given in this tender document are for guidance only. The tenderer 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 tender and entering into a Contract.
- 1.1.5.2 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 Tender.

1.2 TENDER DOCUMENTS

1.2.1 CONTENTS OF TENDER DOCUMENTS

- 1.2.1.1 The tenderer is expected to examine carefully all the contents of the tender documents 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 tenderer's own risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected.

1.2.2 AMENDMENT IN TENDER DOCUMENTS

- 1.2.2.1 At any time prior to the deadline for the submission of tenders, JMRC may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.
- 1.2.2.2 The said amendment in the form of an **addendum** will be sent to all prospective tenderers who have received the tender documents, on or prior to last date. This communication will be in writing or by email and the same shall be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by email to the Engineer. Bidders may remain in touch with JMRC's website for any kind of latest Information, Addendum, Clarification; etc. Addendum will be posted only on the website of JMRC.
- 1.2.2.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, JMRC may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 1.5.

1.3 PREPARATION OF TENDERS

1.3.1 LANGUAGE OF TENDER

- 1.3.1.1 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer/Engineer shall be in the English/Hindi language.

1.4 DOCUMENTS COMPRISING THE TENDER

1.4.1 TENDER PACKAGE

- 1.4.1.1 A single-stage two envelope selection procedure shall be adopted. The tender is divided into two parts, viz. Technical Bid and Financial Bid:
- 1.4.1.1.1 **TECHNICAL BID:** This Part should contain the Technical Bid consisting of a copy of this Tender Document with each page signed by the Tenderer in acceptance of the terms and conditions therein, along with all the required documents, comprising the following:
- a) Bid Document - The bidder shall enclose duly signed and stamped, (lead member in case of Consortium) copy of the Bid Document except the Financial Bid (BOQ).
- Tenders, signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.

b) All applicable Annexure/Proformas shall be duly filled by the contractor as below:

	As per FORMATS
Letter of Tender with Appendix	A
Statement of Deviations (Refer clause 4.3)	C
Format of Bank Guarantee for Performance Security	D
Form of Agreement	E
Power of Attorney	F
General Information & Joint Venture Data	T-I
Experience Record	T-II
Financial Data	T-III
Declaration by the bidder regarding qualifications	Annexure B
GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS	Annexure C
CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER	Annexure D

c) In case of a joint venture/consortium, information as required under clause 1.1.3.2, in respect of each partner/company including Forms T-II to T-III will be required to be furnished. Additional sheets may be used wherever necessary.

d) Documents as listed below:

- i. Instructions to Tenderers.
- ii. Special Conditions of Contract.
- iii. Technical Specifications and Scope of Work.
- iv. JMRC's General Conditions of Contract.
- v. JMRC's Safety, Health and Environment (SHE) Manual.

NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID (**Envelope – II**). **Price bid should not be indicated at any place in the Technical Bid**, otherwise the Proposal shall be summarily rejected.

1.4.1.1.2 Financial Bid – Bill of Quantities

a) The Financial Bid shall be submitted in the Financial Bid Format of Tender and the Bill of Quantity enclosed. These prices should include all costs associated with the contract.

1.4.1.2 Documents to be submitted by the tenderer under tender package have been described under the respective Clause 1.4.1. This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

- 1.4.1.3 All documents issued for the purposes of tendering as described in Clause 1 and any amendment issued in accordance with Clause 1.2.2 shall be deemed as incorporated in the Tender.

1.4.2 TENDER PRICES

- 1.4.2.1 The tenderer is required to quote for all the items as per tender documents.
- 1.4.2.2 The rate and prices quoted by the tenderer 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 labor, material components and other general variations, in accordance with the procedure specified in Special Conditions of Contract. The price adjustment provision will not be taken into consideration in tender evaluation.
- 1.4.2.3 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. 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.
- 1.4.2.4 The rate quoted shall be reasonable and balanced. If the Employer assesses the rates as unbalanced, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Employer still feels the rates to be unbalanced and/or unreasonable, the tender is liable to be rejected by the Employer.
- 1.4.2.5 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

1.4.3 CURRENCIES OF THE TENDER

- 1.4.3.1 Tender prices shall be quoted in Indian Rupees (INR) only.

1.4.4 TENDER VALIDITY

- 1.4.4.1 The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender.
- 1.4.4.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer/the Engineer may request the tenderers for a specified extension in the period of validity. The request and the response there to shall be made in writing or by fax or by email. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

1.4.5 BID SECURITY

Deleted

1.4.6 FORMAT AND SIGNING OF TENDERS

- 1.4.6.1 If the tender 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.

- 1.4.6.2 If the tender 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 tender. Alternatively, it shall be signed by all the partners.
- 1.4.6.3 If the tender 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 tender.
- 1.4.6.4 If a tender 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 tender as to which one of the firms shall have the responsibility for tendering 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 tendering, 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 tender shall be furnished along with the tender. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 1.1.3.2 may be referred to in this connection.
- 1.4.6.5 The documents required to be submitted by the Tenderer will be as described under Clause 1.4 herein.
- 1.4.6.6 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the tender along with the date of initialing.
- 1.4.6.7 In case of all documents listed in Clause 1.4 above, the person signing/initialing the documents shall be one who is duly authorized in writing by or for and on behalf of the Tenderer and/or by a Statute Attorney of the Tenderer. Such authority in writing in favor of the person signing the tender and/or notarial certified copy of the Power of Attorney as the case may be, shall enclosed along with the tender.
- 1.4.6.8 The complete tender 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 tenderer. All amendments / corrections shall be initialed by the person signing the tender.
- 1.4.6.9 All witnesses and sureties shall be persons of status and probity and their full names, Occupations and addresses shall be written below their signatures.

1.5 SUBMISSION OF TENDERS

1.5.1 SEALING AND MARKING OF TENDERS

- 1.5.1.1 Tenders will have to be signed and submitted in a sealed envelope clearly marked as "CONTRACT FOR REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS"
- 1.5.1.2 PREPARATION FOR SUBMISSION:

1.5.1.2.1 The tender to be submitted in two envelopes method. It shall comprise of:-

- a) Complete tender document along with addendums/amendments issued and uploaded by the department on the above website as per the "Tender Package" defined at Clause 1.4.1.
- b) Supporting documents
- c) Tender forms and schedules.

1.5.1.3 Deadline for Submission of Bids: - Tenders shall be received not later than the time and date communicated by the department or extended date thereof.

1.5.1.4 PRE-TENDER/PRE-BID CONFERENCE.

Deleted

1.5.2 SUBMISSION OF TENDERS

1.5.2.1 The tenders will be submitted only in paper format at the address below:

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Room No. 208, 2nd Floor, Admin Building,
Mansarovar Depot, Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur-302020

1.5.2.1.1 All pages of the tender document and the addendums/amendments shall be initialed in acceptance of all the terms and conditions.

1.5.2.1.2 The documents listed in ITT along with the addenda uploaded till the date of tender submission, shall be filled by the tenderer to bind the tenderer to the contract. All the pages of the tender and documents shall be signed.

1.5.2.1.3 All Tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not initialed/ initialed and dated, may be liable to rejection.

1.5.2.1.4 Tenders sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

1.5.3 LATE TENDERS

1.5.3.1 Any bid after prescribed date and time as per NIT, will not be received.

1.5.4 TENDER OPENING AND PRELIMINARY EVALUATION

1.5.4.1 Tender Opening

1.5.4.1.1 The bids will be opened at the time and date as per schedule specified in the Notice Inviting Tenders in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of tender opening, if the tenderer wishes. The tenders shall be opened in two stages. In first stage the pre-qualification bid shall be opened and evaluated. The financial part shall be opened of responsive tenderers pre-qualified by competent

authority, at a later date, which will be informed to all responsive and pre-qualified tenderers.

1.5.4.1.2 In first stage, pre-bid of the tenders will be opened. The tenderers' names, the presence or absence of bid security and other details such as deviations proposed in Covering letter, financial & technical eligibility etc. will be announced by the Tender Opening Committee at the time of opening.

1.5.4.2 Preliminary Examination of Bids.

1.5.4.2.1 The contents of the pre-bid documents of the individual tenders will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Tenderers and the completeness. Any tender not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.

1.5.4.2.2 Financial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately by email/Post. Tenderers are also advised to keep abreast of the website for announcement of the date.

1.5.5 PROCESS TO BE CONFIDENTIAL

1.5.5.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

1.5.5.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

1.5.6 CLARIFICATION OF TENDERS

1.5.6.1 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or telefax or email but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 1.5.9 of ITT herein.

1.5.7 DETERMINATION OF RESPONSIVENESS

1.5.7.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.

1.5.7.2 For the purpose of this Clause, a responsive tenderer is one, which conforms to all the terms, conditions and specifications of the tender 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 tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Form C.

1.5.7.3 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity.

1.5.7.4 The decision of the Engineer/Employer as to which of the tenders are not substantially responsive or have impractical / methods or Programme for execution shall be final.

1.5.8 EVALUATION OF TENDER

1.5.8.1 The Employer will, keeping in view the contents of Clause 1.1.3 of ITT, carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.

1.5.8.2 All technically acceptable tenders will be eligible for consideration of their financial proposals.

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

- a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 1.5.9
- 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.

1.5.8.4 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the actual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

1.5.8.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

1.5.8.6 The Financial Bids of only those Applicants, who clear Technical evaluation stage, will be evaluated.

1.5.8.7 Formula for calculation of lowest bidder:

All offers shall be evaluated and marked L1, L2, L3 etc., L1 being the offer which is the Total lowest amount quoted. The Tenderer whose Bid is responsive, complete and in accordance with the Bid Document and has been determined to be the lowest amount quoted will be adjudged as the lowest tender (L1) and will be adjudged the successful tenderer.

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

1.5.9 CORRECTION OF ERRORS

- 1.5.9.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. 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 be consider;
 - 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.
- 1.5.9.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

1.6 AWARD OF CONTRACT

1.6.1 AWARD CRITERIA

- 1.6.1.1 Subject to Clause 1.4.2.4 of ITT and 1.5.8 of ITT, the Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.
- 1.6.1.2 For price evaluation of tender, the Total Overall Cost as quoted for REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS will be considered.

1.6.2 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 1.6.2.1 Notwithstanding Clause 1.6.1, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

1.6.3 NOTIFICATION OF AWARD (LETTER OF ACCEPTANCE)

- 1.6.3.1 Prior to the expiry of the period of tender validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful tenderer by Tele-fax or email, to be confirmed in writing by registered letter, that his tender 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 tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within four days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

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

1.6.3.3 Upon "Letter of Acceptance" being signed and returned by the successful tenderer as per Clause 1.6.3.1 of ITT, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

1.6.4 SIGNING OF AGREEMENT

1.6.4.1 The Employer shall prepare the Agreement in the Proforma (Form E clause 4.5) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful tenderer 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.

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

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

1.6.5 PERFORMANCE SECURITY

1.6.5.1 The Contractor shall furnish to the JMRC a security in the form of a Bank Guarantee for an amount equal to 5% of the contract value for procurement of goods and services and valid up to 6 months beyond Defect Liability Period in accordance with General Conditions of Contract. The Bank Guarantee has to be from a Scheduled Commercial Bank based in India and FORM-D shall be used for Performance Security. The performance security is to be deposited within 30 days from the date of receipt of Letter of Acceptance (LOA), for the due fulfillment of the guarantee period. Alternatively, the contractor can have option for deduction of performance security/ Guarantee for an amount of 5% of the contract price at the time of bill payment.

1.6.5.2 Performance security for the micro, small and medium enterprises of Rajasthan shall be @1% of the amount of quantity ordered for supply of goods, as per RTPPR.

1.6.6 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) AND FORM OF TENDER

- 1.6.6.1 In case successful tenderer fails to commence the work (for whatsoever reasons) as per terms and conditions of tender after issuance of LOA then the LOA shall be cancelled and the Performance Security shall be forfeited.

1.7 CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

- 1.7.1.1 The tenderer is required to fill and submit documents as listed, but not limited to, the checklist at Annexure D.

2 SPECIAL CONDITIONS OF CONTRACT

2.1 GENERAL

2.1.1 SPECIAL ATTENTION

- 2.1.1.1 All tenderers are cautioned that tenders containing any deviation from contractual terms and conditions, specifications and other requirements, same as provided for in "General Conditions of Contract" and Clause 1.5.7 of "Instructions to Tenderers" are liable to be summarily rejected as non-responsive.
- 2.1.1.2 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 1.6.1 and 1.6.2 of "Instructions to Tenderers" may be referred to in this connection.

2.1.2 RIGHT OF WAY

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

2.1.3 COORDINATION WITH OTHER CONTRACTORS

- 2.1.3.1 The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages as well as JMRC staff responsible for the trains and their operation.

2.1.4 SUFFICIENCY OF TENDER

- 2.1.4.1 The tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
- 2.1.4.2 The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the activities given in the Schedule of work and as per specifications.

2.1.5 NOTICES AND INSTRUCTIONS

- 2.1.5.1 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.

2.1.6 RESPONSIBILITY FOR SPECIFICATIONS

2.1.6.1 Specifications:

2.1.6.1.1 One copy of specifications shall be supplied to the Contractor.

2.1.6.1.2 The Contractor shall promptly inform the Engineer of any error, omission, fault and other defects in the Specifications, which are discovered when reviewing the Contract Documents or in the process of execution of the Works.

2.1.7 SUPPLY OF MATERIALS, TOOLS, MACHINERY, PLANT AND EQUIPMENT BY THE EMPLOYER

2.1.7.1 No material, tools, machinery, plant and equipment shall be supplied by the Employer except as mentioned in the Tender Document. The Contractor has to arrange all tools, equipment as well as material required for the work. The Contractor shall have to identify sources for supply of all such materials and get them approved by the Engineer before the use. The Contractor shall submit the sample to the Engineer and shall use them only after the sample is approved. Nothing extra shall be payable to the Contractor on this account.

2.1.7.2 The contractor should have the capacity to keep the equipment's in good fettle.

2.1.8 USE AND CARE OF SITE

2.1.8.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in charge.

2.1.9 DUTIES, TAXES, OCTROI, ROYALTY ETC

2.1.9.1 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., where payable.

2.1.9.2 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.

2.1.10 SERVICE/VAT CLEARANCE CERTIFICATE

2.1.10.1 If the Contractor is a Service/ VAT assesses, he should produce a valid Service/ VAT Clearance Certificate before payment of final bill; otherwise, final payment to the Contractor will be withheld.

2.1.10.2 If the Contractor is not liable to Service/VAT assessment, a certificate to this effect from a competent Service/VAT authority shall be produced before payment of final bill. Otherwise final payment to the Contractor will be withheld.

2.1.11 ACCEPTANCE CERTIFICATE

After the conclusion of inspection and test to the satisfaction of the JMRC representative and receipt of the same in good condition at Rolling Stock of depot, an acceptance certificate of fire extinguishers received back, will be issued jointly.

2.1.12 Deleted

2.1.13 DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL

- 2.1.13.1 Deduction towards income tax and any other applicable tax will be made at source from each on-account progress bill by the Employer as may be directed by Income-Tax Department or as provided in the Income Tax Act or other relevant Act, Rules and Circulars and directions issued there under.

2.1.14 PENALTY

If the contractor fails to achieve the target for refilling/Testing of fire Extinguishers within the stipulated period, a penalty @ Rs.100/- per day per item for delay will be imposed.

2.1.15 SECURITY MEASURES

- 2.1.15.1 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.
- 2.1.15.2 Contractor's employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots, Hi-visibility / Reflecting Jackets & other safety / protection wear as directed by In-charge 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.
- 2.1.15.3 All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.

2.1.16 PAYMENT

- 2.1.16.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- 2.1.16.2 The contractor shall submit certified copies of vouchers showing quantity of work and consumables brought to site for In-charge's record if any.
- 2.1.16.3 If any activities are not carried out as per the schedule of work the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to

you and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per SCC.

- 2.1.16.4 The payment shall be made on a three monthly basis for worked in last quarter. At the end of the quarter, the contractor shall submit necessary documents & Bill in the standard format for payment.

2.1.17 **ADVANCES**

- 2.1.17.1 No advances shall be paid to the Contractor.

2.1.18 **RECORDS**

- 2.1.18.1 Contractor will have to maintain proper records of REFILLING; HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS.

2.1.19 **EXTENSION OF CONTRACT**

- 2.1.19.1 The period of the contract is for 2 years from the date of commencement of the work. Initially the period of contract is for two years and it is extendable but not more than six months as per price variation clause.

2.1.20 **TERMINATION OF CONTRACT**

- 2.1.20.1 If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 30 days' notice to the Contractor.

2.1.21 **Deleted**

2.1.22 **Machinery / Plant / Equipment / Tools:**

- 2.1.22.1 The Machineries/Plant & Equipment's provided for REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS should have adequate capacities in such a manner that operations are comfortably completed during non-operational hours & during shift hours.
- i) The Employer will not provide any machinery / Equipment / Plant etc. to the Contractor on his demand.
 - ii) However in any case any Machinery / equipment / plant etc. is provided to the contractor on request to contractor shall be fully responsible for keeping these in good working order and shall be returned back after the use.
- 2.1.22.2 The Contractor shall provide all machinery, plant; tools and equipment required by him as well as any consumable required operating the equipment.

2.2 SAFETY

2.2.1 Safety Management and Responsibilities:

- 2.2.1.1 The contractor shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the supervisor must be present on site at all times of work to carry out safety audit checks to ensure safety requirements are properly observed. Smoking &

Consumption of Tobacco in any form is not allowed on JMRC trains and not encouraged in depot premises.

2.2.1.2 The contractor is responsible to ensure that necessary and adequate personal protective equipment's are all the times available for the service personnel working.

2.2.1.3 The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots.

2.2.1.4 Personal Safety:

Be responsible for own safety at all times. Wear appropriate protective clothing to ensure personal working safety is achieved. The contractor is to provide a list of personal protective equipment with photos and illustration to the depots. Make use of appropriate tooling at work so that industrial safety is achieved.

2.2.1.5 Track Safety:

- I. Do not leave tools and materials near or on tracks and platforms.
- II. Do not work or pass between any two trains/vehicles and a buffer stop unless it is certain that the trains/vehicles are stationary and cannot be moved within a reasonable time.
- III. When the train horn is heard, move clear of all tracks and acknowledge the warning by raising one hand above head.
- IV. Do not walk on the rails.

2.2.1.6 Overhead Wires & Cables:

Assume that overhead wires & cables are live at all times, and must not work near or on them.

2.2.1.7 Fire:

Know fire escape route. When fire alarm bell sounds, stop working immediately, switch off equipment being used and report the appropriate fire officer.

2.2.1.8 Authority to work:

- I. The Contractor's supervisor is responsible for ensuring that the workers comply with the safety rules at work.
- II. Use of metal ladder inside the depot is forbidden. Any use of wooden ladder and long roding tools are not allowed without authority from person in charge of PPIO (progress, planning and investigation office).

2.2.2 Accidents:

2.2.2.1 It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.

2.2.2.2 If any accident occurs due to work operations or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.

- 2.2.2.3 If any damage occurs to the structures/ material & equipment as well as rolling stock due to work, cost of damage will be recovered from the contractor's bill.

2.2.3 Entry Exit Pass

- 2.2.3.1 The engineer shall provide the entry exit pass to the staff deputed after submittal of antecedent check, police verification, contractor's photo identity card and indemnity bond by the contractor.

2.2.4 Inspection of Fire Extinguishers after Refilling

- 2.2.4.1 Inspection of fire extinguishers shall be done by the authorized representative of JMRC, after receipt of the filled /tested fire extinguishers in Depot, supported by the test report of the refilling material and pressure testing. Test certificate of CO2 Gas, Gas cartridge and Powder (as per IS standard) for each type fire extinguishers should be issued from a Lab. approved by Government of India. Practical usage of extinguishers will be tested by JMRC personnel. For testing purpose the extinguisher will be chosen randomly.

2.3 TIME MANAGEMENT

2.3.1 Completion Period

The work Completion period is 2Years from the day of issue of Letter of Acceptance.

2.3.2 Guarantee Period

The contractor shall guarantee the refilled/tested fire extinguishers against any leakage for a period of 12 months, from the date of refill/test.

2.4 CONTRACT PRICE AND PAYMENT

2.4.1 The Contract Price

- 2.4.1.1 Contract Price, shall be inclusive of all taxes, duties, royalties etc. Nothing extra (except the Service tax as applicable) shall be payable over the quoted rates.

2.4.2 Indemnity Bond:

Contractor shall submit an Indemnity Bond on non-judicial stamp of value Rs.100/- before start of work as per format given by JMRC for total value of Fire Extinguishers for an amount of Rs. 50,000/-. This bond will be for the safe custody of JMRC materials at the firm's premises

2.4.3 Variation in Quantity

An approximate quantity of requirement is mentioned in Annexure-A, But no minimum quantity is guaranteed. Quantity of fire extinguishers offered for refilling /hydraulic pressure testing and Consumables may vary as per site requirement/availability and performance at same rate as accepted by JMRC.

2.4.4 Payment

- (a) Payment will be made on actual work executed after satisfactory completion of work.
- (b) No advance will be payable.
- (c) Bills, correct in all respect, shall be submitted to Jt. General Manager/Rolling Stock in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment through General Manager/Finance/JMRC, subject to deduction of statutory charges/taxes/ duties/levies etc. as per Govt. norms.
- (d) Contractor will submit the bill quarterly and payment will be done on quarterly basis on actual work done/ supply of accessories.

2.5 RISK AND RESPONSIBILITY

2.5.1 PERFORMANCE SECURITY

- 2.5.1.1 The successful tenderer shall furnish to the Employer a performance security for an amount of 5% of the Contract Price as per ITT Clause 1.6.5.1

3 TECHNICAL SPECIFICATION AND SCOPE OF WORK

3.1 SCOPE OF WORK:

- 3.1.1 The contractor shall execute the work i.e. "refilling , hydraulic pressure testing and supply of accessories for different types of fire extinguishers" installed at different location in depot premises and in Metro train coaches." including all man power, refilling material, tools, transportation etc. This scope of work covers supply of fire extinguishers at depot after refilling and Hydraulic pressure testing at his own cost.

- 3.1.2 During 'refilling, hydraulic pressure testing and supply of accessories for different types of fire extinguishers' following steps to be carried out by the contractor.
- 3.1.3 All the fire extinguishers as per Bill of Quantity to be issued to the contractor in lots (Min. 5 nos) for refilling and Hydraulic pressure testing , according to availability by JE/RS/JMRC or authorized representative of JMRC from Mansarovar Metro Depot,
- 3.1.4 The contractor or his authorized representative shall lift the each lot of fire extinguishers within two days from the date of intimation.
- 3.1.5 Fire extinguishers may be refilled/tested on the spot or refilled /tested at the factory and brought back to the depot.
- 3.1.6 Refilling and Testing shall be done strictly as per BIS specifications & as per standard procedure.
- 3.1.7 Fire extinguishers to be refilled /tested in presence of JMRC representative if desired.
- 3.1.8 Each fire extinguisher must be identified with a suitable sticker having following details:

<i>Jaipur Metro Rail Corporation Ltd.</i>	
IS No.	
Instrument ID/Sr. No.	
Make:-	
Capacity(Kg):-	
Gross Wt(Kg)	
Type:-	
Fit to class of fire	
Refilling date	
Hydraulic Pressure Testing Date	
Signature of contractor	
Name & Address of Contractor:	
Checked Status (OK/Not OK)	

- 3.1.9 These lifted fire extinguishers shall return as per delivery schedule of 07 Days and reinstall in their respective locations after refilling at his own cost.
- 3.1.10 The refilling powder for these Fire Extinguishers shall meet all requirements covered under IS 14609: 1999.
- 3.1.11 The refilling of chemicals like CO₂ in CO₂ gas cylinder, Water CO₂ Fire Extinguishers shall meet requirements covered under IS 2878, IS: 940 respectively.
- 3.1.12 All the fire extinguishers to be returned in good condition after refilling /testing as per delivery schedule.
- 3.1.13 The cost of refilling/testing of fire extinguishers shall include the cost of Labour, refilling material, Transportation of fire extinguishers at depot.
- 3.1.14 All incidental arrangements for safe transport of fire extinguishers shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.
- 3.1.15 The contractor has to submit the test report of the refilling material or a certificate from Govt laboratory certifying that Company/source of supply is having BIS certification and certificate from the Controller of Explosives etc.
- 3.1.16 The contractor has to submit the Hydraulic pressure test report of fire Extinguishers or a certificate from Govt laboratory certifying that Hydraulic pressure Testing has been done as per relevant IS.
- 3.1.17 The authorized JMRC official may send sample of the refill to DRDO or any Govt Laboratory for testing of the constituents at the cost of the contractor and if the material is not found as per specified IS standard then the contract can be terminated.
- 3.1.1.18 All the fire extinguishers as per Bill of Quantity to be issued to the contractor in lots

(Minimum 5 lots in a Year and Minimum 10 lots in 2 Years) for refilling and Hydraulic pressure testing , according to availability by JE/RS/JMRC or authorized representative of JMRC from Mansarovar Metro Depot,

3.2 DELIVERY SCHEDULE

- 3.2.1 All the fire extinguishers to be issued to the contractor for refilling, according to availability by JE/RS/JMRC or authorized representative of depot of JMRC. The contractor shall lift the each lot of fire extinguishers within two days from the date of intimation and shall return the lifted each lot of fire extinguishers in the depot duly refilled /tested along with certificate, within seven days from the date of lifting.

3.3 Other conditions:

- a. Prices are inclusive of manpower, tools, transportation, all taxes & duties etc.
- b. No T&Ps shall be issued to contractor. Any transportation if required shall be arranged by the contractor free of cost.
- c. Only authorized staff of contractor having proper identity card issued by the contractor/firm shall be permitted to enter in JMRC Mansarovar depot.
- d. The work should be carried without causing any hindrance to the users.
- e. If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 3 days notice to the contractor.
- f. The JMRC shall have the right to make minor alterations/additions/substitution in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by authorized JMRC's representative.
- g. JMRC's General conditions of contract shall be applicable.

3.4 PREMISES FOR REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS OPERATION ACTIVITIES:

- 3.4.1 The contractor shall execute the work i.e. contract for refilling , hydraulic pressure testing and supply of accessories for different types of fire extinguishers installed at different location in depot premises and in Metro train coaches.

3.5 GUIDELINES FOR CONTRACTOR STAFF TO WORK INSIDE DEPOT

The following rules /guidelines must be followed to ensure personal safety as well as depot safety

3.5.1 While moving in the Depot

- Do not cross the track, always use the walkway provided adjacent to the track for accessing the Stabling Lines
- Do not cross in front of energized train (when it head light is glowing)
- Do not put your leg or other body part in between of any points
- Do not move idle on track
- Do not move under high tension line with long bar & rods
- Be careful of high tension overhead line
- Be careful of movement of points while crossing the track near point machine
- Be careful of uneven way due to spreading of ballast
- Always response to horn (whenever heard of horn just check around)

4 FORMATS FORMING PART OF TECHNICAL BID

INDEX	FORM
Form of Tender with Appendix	A
Pro forma for Statement of Deviations	C
Format of Bank Guarantee for Performance Security	D
Form of Agreement	E
Form of Power of Attorney	F
General Information & Joint Venture Data	T-I
Experience Record	T-II
Financial Data	T-III
Declaration by the bidder regarding qualifications	Annexure B
GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS	Annexure C
CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER	Annexure D

4.1 FORM A: FORM OF TENDER

Note: i. The Appendix forms part of the Tender

ii. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: CONTRACT FOR REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF
ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS.

To

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
JMRC, 2nd Floor, Admin Building.
Mansarovar Depot, Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur.302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____ (Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 7days of issue of the Engineer's order to commence and to complete the whole of the Works comprised in the Contract up to 24 months calculated from the date of Commencement of the work, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender 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 tender price does not include any such amount.

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender 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 tender you may receive.
11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2016

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation

4.1.1 APPENDIX TO THE FORM OF TENDER

S.N.	Condition of Contract	Description
i.	Amount of Bank Guarantee as Performance Security	5 percent of the Contract Price.
ii	Period for commencement of work from the date of issue of 'order to commence'	7 days
iii	Contract Period from the date of commencement of work	2 years from the date of commencement of work.

Date

Name

Place

Address.....

4.2 FORM B FORM OF BANK GUARANTEE FOR TENDER SECURITY
Not applicable

4.3 FORM C PRO FORMA FOR STATEMENT OF DEVIATIONS

- 4.3.1.1 The following are the particulars of deviations from the requirements of the Instructions to Tenderers”, “General Conditions of Contract” , “Special Conditions of Contract and Tender Specifications:

Clause	Deviations	Remarks (including justification)

Signature of Tenderer

Note

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating ‘**No Deviations**’.
2. The tenderer shall indicate price adjustment against deviations, which he shall like to add to the tender price for his deviations.
3. JMRC reserves the right to accept or reject any deviation. If JMRC reject deviations mentioned by tenderer. The tenderer shall have to withdraw all these deviation without any condition. In case tenderer does not withdraw deviation unconditional, Tenderer’s offer shall be rejected.

4.4 FORM D Format of Bank Guarantee for Performance Security

- 4.4.1.1 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.
- 4.4.1.2 Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____ Rail /Metro Corridor of Jaipur MRTS Project (hereinafter called "the contract") to M/s _____ (Name of the Contractor) (hereinafter called "the Contractor").
- 4.4.1.3 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).
- 4.4.1.4 Now we the Undersigned _____ (Name of the Bank) being fully authorised 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.
- 4.4.1.5 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.
- 4.4.1.6 This Guarantee is valid for a period of _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the Defect Liability Period).
- 4.4.1.7 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 4.4.1.5, 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

- 4.4.1.8 The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 4.4.1.9 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.
- 4.4.1.10 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) 2015 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

4.5 FORM E FORM OF AGREEMENT

(Refer Clause 1.6.4 of “Instructions to Tenderers”)

- 4.5.1.1 This Agreement is made on the _____ day of _____ 2016 Between GENERAL MANAGER (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD, JMRC, 2nd Floor, Admin Building. Mansarovar Depot, Near Ganga Jamuna Petrol Pump, Mansarovar, Jaipur.302020. Here in after called “the Employer” of the one part and _____ (Name and Address of Contractor) here in after 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 Contract No. "JMRC/O&S/RS/NIB/2015-16/004 (R)" Comprehensive REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS in admin building premises, Jaipur MRTS Project hereinafter called "the Works" and has accepted a Tender 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 WITNESSETH as follows:

- 4.5.1.2 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.
- 4.5.1.3 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) Technical Specification
 - (e) Notice Inviting Tender and Scope of Work
 - (f) Bill of Quantities
 - (g) Form of Tender with Appendix
 - (h) Addendums, if any
 - (i) Other conditions agreed to and documented as listed below:
 - 1. Tenderer's Work Schedule as amended if required.
 - 2. Statement of deviations (if applicable)
 - 3. Any other item as applicable
- 4.5.1.4 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.
- 4.5.1.5 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.

OBLIGATION OF THE CONTRACTOR

- 4.5.1.6 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.

- 4.5.1.7 The staff/labour recruited by the Contractor for Comprehensive REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS premises 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.

JURISDICTION OF COURT

- 4.5.1.8 The Courts at Jaipur/Jaipur shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 4.5.1.9 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 authorised official

Signature of the authorised 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

Name: _____

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

Note:

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

4.6 FORM F POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and

authorize Mr./Ms.(name)..... Son/daughter/wife of.....
and presently residing at....., who is presently
employed with us and holding the position
of.....as our true and lawful attorney (hereinafter referred to as the
“Attorney”)to do in our name and on our behalf, all such acts, deeds and things as are
necessary or required in connection with or incidental to submission of our tender no.
JMRC/O&S/RS/NIB/2015-16/001 for qualification and submission of our Bid for the works,
including but not limited to signing and submission of all tenders, bids and other
documents and writings, and other conferences and providing information/ responses to
JMRC, representing us in all matters before JMRC, signing and execution of all contracts
including the Contract and undertakings consequent to acceptance of our bids, and
generally dealing with the JMRC in all matters in connection with or relating to or arising
out of our Bid for the said Projects and/or upon award thereof thousand /or till the
entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts,
deeds and things lawfully done or caused to be done by our said Attorney pursuant to and
in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and
things done by our said Attorney in exercise of the powers hereby conferred shall and shall
always be deemed to have been done by us. IN WITNESS
WHEREOF WE ,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS
POWER OF ATTORNEY ON THISDAY OF....., 2016.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

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

4.7 FORM T-I GENERAL INFORMATION AND JOINT VENTURE DATA

Notes :

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

1 Bidder Company details (in case of consortium, details of Lead Partner)

- a. Name of Bidder Company:
- b. Address of the corporate headquarters and its branch office(s), if any, in India:
- c. Date of incorporation and/ or commencement of business:

2 Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

3 PAN Number (attach photocopy):

4 Service Tax Regn. No (attach copy of the registration certificate):

5 VAT registration number (enclose VAT registration certificate):

6 Bank Account Details (for purpose of receiving payment from JMRC) :

- a. Name of the Account Holder:
- b. Name of the Bank:
- c. Branch Address:
- d. 9-digit MICR Code:
- e. Account type (SB, Current, Cash Credit A/c, etc.):

7 In the case of a consortium:

- a. Names of participating members / constituents
 - (a)
 - (b)

(c)

b. Address, telephone, Tele-fax and email of each members / constituent.

Registered Office

Office for correspondence

(a) _____

(b) _____

(c) _____

c. 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).

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

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

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

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

4.8 FORM T-II EXPERIENCE RECORD

1. Total number of years of experience in "Fire Extinguisher refilling operation"
2. Details of experience in specialized Fire Extinguisher Operation for **last five years**.

Sl. No.	Period (From-To)	Details of work handled	Total Cost of work in Rs.	Reference Number of work order/ LOA	Reference Number of Completion Certificate	Placed on Page
(1)	(2)	(3)	(4)	(5)	(6)	(7)

--	--	--	--	--	--	--

Notes:

- i. Tenderer shall submit details in the above format only. Details submitted in any other Performa will not be considered.
- ii. Tenderer must submit the copy of work order/Letter of acceptance (LOA) and the latest completion certificate issued by the client for all the work mentioned in the Performa, without which the work mentioned in the Performa shall not be taken into consideration.
- iii. Additional pages may be attached if required.
- iv. All the pages must be signed by the authorized signatory of the tenderer.

4.9 FORM T-III FINANCIAL DATA

4.9.1 Total value of work done during the period 2010-2011 to 2013-2015 (For each member in case of Joint Venture/Consortium)

S.No.	Description	Year 2011-2012 (Rs.in Lacs)	Year 2012-2013 (Rs.in Lacs)	Year 2013-2014 (Rs.in Lacs)	Year 2014-2015 (Rs.in Lacs)	Year 2015-2016 (Rs.in Lacs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.	Total value of work done					
----	--------------------------	--	--	--	--	--

Note:

Attach the following:

(In case of consortium/ joint venture enclose the following documents of all partners)

- a) **Attested copies of the financial statements of the last three financial years, duly certified by Chartered Accountant.**
- b) **Income Tax Return for last three years.**

4.9.2 List of all Ongoing Contracts

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already burst	**Total value of balance works yet to be done in Rupee equivalent as on 31/03/2015		
				Arbitration	Litigation		Year 2012-2013	Year 2013-2014	Year 2014-2015

--	--	--	--	--	--	--	--	--	--

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

4.9.2.2 This figure should also include the year-wise break-up of part value of works to be executed in the two years period (2013-2015) even if completion of such works spills over beyond this two years period (2013-2015).

4.9.3 FORM OF BANK DETAILS FOR E-PAYMENT

Beneficiary name :

Beneficiary Address :

Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	

Bank Details:

Bank Name:	
Branch Name and Address:	
Beneficiary A/C No.	Beneficiary A/C Type (Saving/Current):
Beneficiary A/c Name:	
Nine - Digit branch MICR Code:	
IFSC Code of the branch:	

Stamp & Signature of Authorized Signatory

4.10 Deleted

4.11 Annexure B : 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:

Signature of bidder

Place:

Name:

Designation:

Address:

4.12 Annexure C : GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is Dir (O& S)

JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is MD, JAIPUR METRO RAIL CORPORATION, JAIPUR.

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

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

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

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

- (4) Appeal not to Be in certain cases

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

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

- (5) Form of Appeal

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

- (6) Fee for filing appeal

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

- (7) Procedure for disposal of appeal

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

4.13 ANNEXURE D: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Sl. No	Document	No. of sets to be submitted	Attached at Page No. (To be filled by Contractor)
	TENDER PACKAGE COMPRISING OF:		
	Power of attorney for individuals signing on behalf of Company/Firm	One in Original	Copy enclosed (Yes / NO)
	Audited Balance sheets with Profit & Loss accounts for last three years	Attested copy	
	Income Tax Return for last three years.	Attested copy	
	Service Tax/ sale tax registration and clearance certificate	Attested copy	
	Tender documents (i.e. NIT, ITT, SCC, Technical Specification, GCC, BOQ)	One in Original	
	Statement of deviations from Tender Documents (Form C)	One in Original	
	General information on the tenderer shall be furnished in Form T-I	One in Original	
	Financial Data (Form T III)	One in Original	
	Form of Tender and Appendix thereof (Form A)	One in Original	

5 BILL OF QUANTITIES

5.1 FORM TO BE FILLED BY THE TENDERER in financial bid :

IMPORTANT: TO BE SUBMITTED IN SEPARATE ENVELOPE OF FINANCIAL BID, CLEARLY SUPERSCRIBED WITH "FINANCIAL BID FOR REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS"

LIST OF FIRE EXTINGUISHERS AND ACCESSORIES

S.No.	Description of Item	Qty. Nos. (C)	Unit Price Rs.		Total amount $D=C*(a+b)$
			Rate of refilling (a)	Rate for Hydraulic Pressure Testing (b)	$C*(a+b)$
1	Refilling of Fire Extinguisher Dry Powder , Stored Pressure type ,ABC, Capacity 5 Kg	20			
2	Refilling Fire Extinguishers , Dry Powder Gas Cartridge Type, ABC , Capacity 10 Kg	240			
3	Refilling Fire Extinguishers , DCP Stored Pressure type, ABC , Capacity 06 Kg	10			
4	Refilling Fire Extinguishers BC Co2 Type , Capacity 4.5 Kg	5			
5	Supply and Fitting Hose Pipe for Fire Extinguishers , DCP Stored Pressure type, ABC , Capacity 06 Kg	5		Not required	
6	Supply and Fitting Hose Pipe for Fire Extinguishers , DCP Type, Capacity 10 Kg	120			
7	Supply and Fitting Valve for ABC Fire Extinguishers	50			
8	Supply and Fitting Pressure Gauge for Dry Powder , Stored Pressure type, ABC, Fire Extinguisher	25			

9	Supply and Fitting Valve for CO2 Fire Extinguisher	2			
10	Supply and Fitting Hose for CO2 Fire Extinguisher Wire Braided	3			
11	Supply and Fitting Band Horn for CO2 Fire Extinguisher	3			
12	Supply and Fitting Wheel suitable for CO2 Valve	3			
13	Supply and Fitting Safety Pin / Safety clip / Washer Lock	50			
14	Painting of fire Extinguisher	50			
15	Supply and pasting Sticker	50			
	Sub Total				
	Service Tax:-				
	VAT				
	Total including Taxes in figures(Rupees):-				
	Total including Taxes in words(Rupees):-				

Note-(1) Prices are inclusive of Manpower, Tools, Transportation, all Taxes and Duties etc.

(2) All the fire extinguishers as per Bill of Quantity to be issued to the contractor in lots (Minimum 5 lots in a Year and Minimum 10 lots in 2 Years)

(3) For price evaluation of tender, the Total Overall Cost as quoted for REFILLING, HYDRAULIC PRESSURE TESTING AND SUPPLY OF ACCESSORIES FOR DIFFERENT TYPES OF FIRE EXTINGUISHERS will be considered.

(4) Price preference shall be given to firms registered in Rajasthan as per RTPPR

Signature of firm's representative
(With seal of firm)