



BID DOCUMENT

“Contract for providing Services of Heavy duty vehicle Drivers for Emergency vehicle/Breakdown vehicle”

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

Admin Building, Mansarovar metro train depot,

Bhrigu path, Mansarovar Jaipur – 302020

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

Email: jmrc.edtem@gmail.com

edtem@jaipurmetrorail.in

Handwritten signature

TABLE OF CONTENTS

1	NOTICE INVITING BIDS	4
2	INSTRUCTION TO BIDDERS.....	6
2.1	Sale of Bidding/ Tender Documents	6
2.2	Cost of bid document and Bid Security/EMD	6
2.3	Changes in the Bidding Document.....	7
2.4	Period of Validity of Bids.....	7
2.5	Format and Signing of Bids	7
2.6	Sealing and Marking of Bids.....	8
2.7	Cost & Language of Bidding	9
2.8	Alternative/ Multiple Bids.....	9
2.9	Deadline for the submission of Bids	9
2.10	Late Bids.....	9
2.11	Custody of Bids.....	9
2.12	Withdrawal, Substitution, and Modification of Bids.....	9
2.13	Opening of Bids.....	9
2.14	Selection Method.....	10
2.15	Clarification of Bids	11
2.16	Evaluation & Tabulation of Bids.....	11
2.17	Correction of Arithmetic Errors in Financial Bids:.....	13
2.18	Price/ purchase preference in evaluation:.....	13
2.19	Negotiations.....	13
2.20	Acceptance of the successful Bid and Issuance of Purchase Order.....	14
2.21	Procuring entity's right to accept or reject any or all Bids.....	14
2.22	Right to Vary Quantity	14
2.23	Performance Security Deposit	15
3	General Conditions of Contract	16
3.1	Terms & Conditions.....	16
3.1.1	Contract Documents:	16
3.1.2	Scope of Work.....	16
3.1.2.1	Duties of Drivers.....	16
3.1.3	Qualification.....	16
3.1.4	Time Schedule.....	16
3.1.5	General Care	17

3.1.6	Recoveries from Supplier/ Bidder	17
3.1.7	Specifications and Standards	17
3.1.8	Inspection.....	18
3.1.9	Rejection	18
3.1.10	Liquidated Damages (LD)	18
3.1.11	Termination.....	19
4	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	19
4.1	Bidders to Bid for all Items.....	19
4.2	Terms of Payment	19
4.3	Penalty.....	20
4.4	Other Special Terms.....	20
5	Forms:.....	25
5.1	Form A: Form of Tender	25
5.2	Form: B Format of Bank Guarantee for Performance Security.....	27
5.3	Form C: Bidder's Authorization Certificate {to be filled by the BIDDERS}	29
5.4	Form D: Self-Declaration {to be filled by the Bidder}	30
5.5	Form E: Certificate Of Conformity/No Deviation {to be filled by the Bidder}	31
5.6	Form- F, Annexure A Compliance with the Code of Integrity and No Conflict of Interest ...	32
5.7	Form-:F, Annexure-:B Declaration by the Bidder regarding Qualifications	33
5.8	Form-:F, Annexure-:C Grievance Redressal during Procurement Process.....	34
5.9	Form : G [See rule 83]	36
5.10	BILL OF QUANTITIES (BOQ)	37
	FINANCIAL BID FORM.....	37



1.0 NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed **Open Bids (single stage one envelope method)** for the work of "Contract for providing Services of Heavy duty vehicle Drivers for Emergency vehicle/Breakdown vehicle"

KEY DETAILS:

a)	Designation and address of inviting authority	ED (Traction and E&M), JMRC JAIPUR
b)	NIB/Bid No	JMRC/O&S/EL/2019-20/NIB/027(R1)
c)	Name of Work	"Contract for providing Services of Heavy duty vehicle Drivers for Emergency vehicle/Breakdown vehicle."
d)	Cost of Bid Form	Rs. 590/- including 18% GST, Cost of Bid Form is not refundable(Refer clause 2.2)
e)	Estimated Cost	Rs. 733473/-(Seven Lack Thirty Three Thousand Four Hundred Seventy Three)
f)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 14670/- (2 % of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.2)
g)	Performance Security	(5 % of the contract amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
h)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
i)	Tender Download Start Date / Time	12:00 Hrs. dated 26.10.2019
j)	Tender Submission start date/ Time	11:00 Hrs. dated 11.11.2019
k)	Last Date & Time for Submission of Bid	14:30 Hrs. dated 14.11.2019
l)	Time & Date of opening of Bid	15:00 Hrs. dated 14.11.2019
m)	Venue of Submission and Opening of Bid	Room no. 107, First Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020
n)	Validity of Bid	90 days from the last date of submission of tender.
o)	Time period of Work Completion	Within 7 days from the date of issue of "Letter of Acceptance".
p)	Stipulated date of work completion	Within 1 year from the date of Commencement of work
q)	Minimum Eligibility Criteria: The bidder should meet all the eligibility criteria as mentioned below:- <ol style="list-style-type: none"> Bidder should have valid GST registration certificate issued by competent authority in the Central Gov. their operation and enclose GST certificate. Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate. 	

3. Work experience of **man power supply** in any Central Govt. Department /State Govt. Department /PSUs of central or any state Govt. /DMRC/Any Metro Rail in India/ Indian Railways or it's PSU's/ Autonomous body of Any Govt. The Bidder shall attach copy of LOAs / POs/Work Orders along with their individual work completion certificates with Financial Year wise details of payments made against that particular work with his bid documents.

The contractor/ Firm should have satisfactorily **completed similar works during last 3 financial years and the period** ending last day of month previous to the one in which the Bids are invited in current financial year and fulfill either of the following Criteria:

- (i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs. 293390 /-.

Or

- (ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 366737/-.

Or

- (iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost i.e. Rs. 586778 /-.

Self-attested copies of work order, BOQ along with completion certificate (indicating the name of work, final amount, quantity of work, completion date etc.) issued by the client preferably on their letter head for completed work.

Note:

1. All bidders or their authorized representative may attend the opening of Bid.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. In case of any further details required, the same can be collected from the office Of Manager (TR/E&M), Room no. 107, First Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020.
4. The Bidders is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract. The agency shall be deemed to have inspected job requirement of the Site understood the requirement of this contract and have taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

EXECUTIVE DIRECTOR (Traction and E&M)
JAIPUR METRO RAIL CORPORATION LTD,
Room No.407, 4th floor, Admin Building
Bhrigu path, Mansarovar, Jaipur – 302020
Tel: **+91-77288-95403**
Email: jmrc.edtem@gmail.com

NOTE: In case of any query regarding this tender, same may please be made with Manager (Traction/E&M), Mob No.-+91-9414441627/landline no. 0141-2822115.

2.0 INSTRUCTIONS TO BIDDERS

2.1 Sale of Bidding/ Tender Documents

- 2.1.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents shall also be placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost on or before while submitting the bid to the procuring entity.
- 2.1.1.2 The bidding documents shall be made available to any prospective Bidders who pays the Tender cost for it in cash or by bank demand draft, banker's cheque Bid documents cost is not refundable.

2.2 Cost of bid document and Bid Security/EMD

- 2.2.1.1 The BID should be submitted in the prescribed Bid document, which may be purchased for Rs.590/- including 18% GST, by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur. The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in. In case the bid document is down loaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted.
- 2.2.1.2 Bid Security can be deposited in the form of Demand Draft/ Bankers Cheque of Rs 14670 /- (Fourteen Thousand Six Hundred Seventy Rupees only) drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid, 2% of the estimated value of subject matter of Work put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick in industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013).
- 2.2.1.3 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 2.2.1.4 The Bid Security taken from a bidder shall be forfeited, if any, in the following cases, namely:
- a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - c. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - d. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 2.2.1.5 Notice will be given to the bidder with reasonable time before bid Security (EMD) deposited is forfeited.
- 2.2.1.6 No interest shall be payable on the bid Security (EMD).

- 2.2.1.7 In case of the successful bidder, the amount of bid Security may be adjusted on request in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- 2.2.1.8 The procuring entity shall promptly return the bid Security of the successful Bidder after the earliest of the following events, namely:-
- a) expiry of validity of Bid Security;
 - b) Issue of P.O./LOA for Work and performance security is deposited by the successful Bidder;
 - c) the cancellation of the Work process; or
 - d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.3 Changes in the Bidding Document

- 2.3.1.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 2.3.1.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 2.3.1.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

2.4 Period of Validity of Bids

- 2.4.1.1 Bids submitted by the Bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- 2.4.1.2 Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Tender Security shall not be forfeited.

2.5 Format and Signing of Bids

- 2.5.1.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.5.1.2 All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as per "Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid.

- 2.5.1.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

2.6 Sealing and Marking of Bids

2.6.1.1 Single envelope shall: -

- bear the name and complete address along with telephone/ mobile number of Bidder;
- bear complete address of the procuring entity with telephone number, if any;
- bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and

2.6.1.2 A single-stage single envelope selection method shall be adopted.

2.6.1.3 The complete bid document will be consist of following:

- Proof of tender cost.
- Bid security.
- Bid Document - The bidder shall enclose duly signed and stamped, copy of the Bid Document and 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.
- Self-attested copies of work order, BOQ along with completion certificate (indicating the name of work, final amount, quantity of work, completion date etc.) issued by the client preferably on their letter head for completed work.
- Firm GST certificate.
- PAN certificate.

All applicable Annexure/Performa's shall be duly filled by the bidders as below:

S. No.	Documents Type	Document
1.	Bidding document Fee (Tender Fee)	Proof of submission
2.	Form of Tender	As per Form A
3.	Performance Security for Bank Guarantee	Refer Form B
4.	Bidder's Authorization Certificate	As per Form C
5.	Self-Declaration	As per Form D
6.	Conformity/No Deviation	As per Form E
7.	Compliance with the Code of Integrity and No Conflict of Interest	As per Form F: Annexure A
8.	Declaration by the Bidder regarding Qualifications	As per Form F: Annexure B
9.	Grievance Redressal during Procurement Process	As per Form F: Annexure C
10.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	Form G

2.7 Cost & Language of Bidding

- 2.7.1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 2.7.1.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidders and the procuring entity, shall be written only in English/ Hindi Language. Supporting

documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.8 Alternative/ Multiple Bids

2.8.1.1 Alternative/ Multiple Bids shall not be considered at all.

2.9 Deadline for the submission of Bids

2.9.1.1 Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.

2.10 Late Bids

2.10.1.1 The person authorized to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.

2.10.1.2 Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the Bidder.

2.11 Custody of Bids

2.11.1.1 The bids shall be dropped by bidder in sealed Bid Box. Bids shall not be received by hand delivery,

2.11.1.2 The location of bid box shall be such as to facilitate easy access to Bidders.

2.12 Withdrawal, Substitution, and Modification of Bids

2.12.1.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -

2.12.1.2 Submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and

2.12.1.3 Received by the procuring entity prior to the deadline prescribed for submission of bids.

2.12.1.4 Bids requested to be withdrawn shall be returned unopened to the Bidders.

2.12.1.5 No bid shall be withdrawn, substituted, or modified after the last date and time fixed for receipt of bid.

2.13 Opening of Bids

2.13.1.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the NIB/bidding document in the presence of the Bidders or their authorized representatives, who choose to be present.

- 2.13.1.2 The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- 2.13.1.3 The bids shall be opened by the bids opening committee in the presence of the Bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- 2.13.1.4 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.
- 2.13.1.5 Envelopes shall be opened one at a time and the following details shall be read out and recorded: -
- a) The name of the Bidder and whether there is a substitution or modification;
 - b) the bid prices (per lot if applicable);
 - c) the Tender Security, if required; and
 - d) Any other details as the committee may consider appropriate.
- 2.13.1.6 After all the bids have been opened, they shall be initialed and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initialed legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.
- 2.13.1.7 No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and Tender Security.

2.14 Selection Method

- 2.14.1.1 The selection method is Least Cost Based Selection (LCBS) as detailed below:
- 2.14.1.1.1 Single bid system , bid will be opened on scheduled time and date as per NIB. The contract will be award to technically qualified and most advantageous bidder of financial bid.
- 2.14.1.1.2 Bidder shall quote price for each job types and job sub-types.

- 2.14.1.1.3 The ranking of L1, L2, L3 etc., will be done on basis of Total Cost, with L1 being the Bidder whose Total Cost is the lowest, L2 being the second lowest and so on.
- 2.14.1.1.4 The contract will be award to most advantageous responsive bidder of financial bid subject to fulfillment of eligibility criteria.
- 2.14.1.1.5 The LOA shall be given to only One Bidder.

2.15 Clarification of Bids

- 2.15.1.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
- 2.15.1.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.15.1.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- 2.15.1.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 2.15.1.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.16 Evaluation & Tabulation of Bids

2.16.1.1 Preliminary Examination of Bids

- 2.16.1.1.1 The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the:-
 - (a) bid is signed, as per the requirements listed in the bidding document;
 - (b) bid has been sealed as per instructions provided in the bidding document.
 - (c) bid is valid for the period, specified in the bidding document;
 - (d) Bid is accompanied by bidding document fee, Tender Security.
 - (e) bid is unconditional and the Bidder has agreed to give the required performance security; and
 - (f) Other conditions, as specified in the bidding document are fulfilled and specified in NIB..

2.16.1.2 Determination of Responsiveness

- 2.16.1.2.1 The bid evaluation committee shall determine the technical responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document/NIB.
- 2.16.1.2.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:-
 - I. "deviation" is a departure from the requirements specified in the bidding document;

- II. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - III. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 2.16.1.2.3 A material deviation, reservation, or omission is one that,
- I. if accepted, shall:-
 - a) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - b) limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract; or
 - II. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- 2.16.1.2.4 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- 2.16.1.2.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- 2.16.1.3 **Non-material Non-conformities in Bids**
- 2.16.1.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- 2.16.1.3.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, Pan Certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 2.16.1.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.
- 2.16.1.3.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.
- 2.16.1.3.5 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- 2.16.1.3.6 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of 'Total Cost in financial bid. A list of L1, L2....will be prepared accordingly.
- 2.16.1.3.7 The rates quoted by L1 Bidder shall be accepted as the tender rates.

- 2.16.1.3.8 In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- 2.16.1.3.9 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

2.17 Correction of Arithmetic Errors in Financial Bids:

- 2.17.1.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- 2.17.1.2 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 2.17.1.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (2.17.1.2) and above.

2.18 Price/ purchase preference in evaluation:

- 2.18.1.1 Price and/ or purchase preference notified by the State Government (GOR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

2.19 Negotiations

- 2.19.1.1 Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.
- 2.19.1.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.19.1.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.
- 2.19.1.4 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.

- 2.19.1.5 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.19.1.6 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.20 Acceptance of the successful Bid and Issuance of Purchase Order/LOA

- 2.20.1.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 2.20.1.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- 2.20.1.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 2.20.1.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 2.20.1.5 The Tender Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

2.21 Procuring entity's right to accept or reject any or all Bids

- 2.21.1.1 The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders as per RTPP Act and Rules.

2.22 Right to Vary Quantity

- 2.22.1.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation.
- 2.22.1.2 Right to vary quantity will be as per RTPPR Rule.

2.23 Performance Security Deposit

- 2.23.1.1 Prior to execution of work order, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.23.1.2 The successful bidder shall be required to deposit an amount equal to 5% in case of procurement of goods and services of the contract value within 07 days of issue of letter of acceptance, as Performance Security.
- 2.23.1.3 Performance Security will be discharged after completion of bidder's performance obligations including warranty obligations under the contract.
- 2.23.1.4 If the bidder fails or neglects any of his obligations under the contract, JMRC reserve the right to forfeit performance security furnished by the bidder as penalty for such failure.
- 2.23.1.5 Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Tender Security.
 - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 2.23.1.6 Performance security furnished in the form specified in clause 2.23.1.2 [b.] to [c] above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- 2.23.1.7 **Forfeiture of Performance Security:** Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- a). When any terms and condition of the contract is breached.
 - b). When the Bidder fails to make complete the work satisfactorily.
 - c). If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

- 2.23.1.8 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 2.23.1.9 No interest shall be payable on the Performance Security Deposit.

3 General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Contract Documents:

- 3.1.1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3.1.2 Scope of Work

The contractor will execute the work "Contract for Providing Services of Heavy duty vehicle Drivers for Emergency vehicle/Breakdown vehicle"

3.1.2.1 Duties of drivers

- a. Drive the breakdown vehicle/emergency vehicle as per requirement of JMRC.
- b. General cleaning of breakdown /emergency vehicle.
- c. Report immediately to JMRC official as and when called for duty.
- d. Observing and inform about the vehicle performance, servicing requirement, repair requirement, consumable requirement well in advance for the vehicles.
- e. Drive the vehicle for diesel filling purposes for JMRC.
- f. Maintain proper log book of vehicle with fuel account.
- g. Capable in first line trouble shooting of the vehicle.
- h. Drivers may be used by JMRC for driving other vehicle including LMV as per requirement of JMRC.

3.1.3 Qualification of Drivers

- 3.1.3.1 The drivers should have valid driving license for heavy motor vehicle in commercial category with minimum two year experience.

3.1.4 Time Schedule

- 3.1.4.1 The contract period for execution of the above mentioned works is 1 Years. Period of contract shall be counted from first date of commencement of work as per contract/LOA. The period of contract may be extended for two more years as per clause 3.1.4.2.
- 3.1.4.2 The rates of wages to be paid to outsource personnel (manpower deployed to JMRC by the Agency) shall be increased @5% during the extended contract period in case contract is extended beyond one years of contract at the behest of JMRC in mutual agreement with the Agency. , subject to yearly review of performance & workmanship and as per provision of RTTPR if so desired by Employer as per Rule 73(2) of RTTPR, 2013.

- 3.1.4.3 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages (highly skilled labour rate at least in case of Drivers) and (Contract Labour (Regulation & Abolition Act 1970), EPF etc.
- 3.1.4.4 The minimum number of personnel required to be deployed (i.e. Drivers) have to be physically deployed on every day basis in shifts to be assigned by JMRC. The personnel required to be deployed taking care of leave Reserve & Rest givers etc. one Driver shall be deployed in each of three shifts of 8Hrs duration. Three drivers will be on duty each day in shifts as per roster to be decided by JMRC. The base minimum requirement is thus of three. The fourth driver shall be utilised, as leave reserve, rest give and on other vehicles including LMV. Every driver out of four shall perform duty for six days a week i.e. taking one weekly rest. In case on any day fourth driver is not utilised as LR/RG, He will be called upon to perform duty on any other vehicle of JMRC.
- 3.1.4.5 The Minimum number of personnel as mentioned above is required to be deployed on a daily basis in various shifts of the day as specified in this Tender. Driver shall be booked in roster duties by JMRC.
- 3.1.4.6 All statutory obligations are to be strictly adhered to, as per Govt. rules. Any negligence in this regard shall make the contract liable to be cancelled with immediate effect.

3.1.5 General Care

- 3.1.5.1 The work should be carried without causing any hindrance to the users.
- 3.1.5.2 Only authorized staff of contractor having proper identity card issued by the contractor/firm shall be permitted to enter in JMRC premises.

3.1.6 Recoveries from Supplier/ Bidder

- 3.1.6.1 Recovery of liquidated damages of defective/damaged supply, short supply, rejected material shall be made or accordingly from bills or Performance Security Deposit (as the case may be).
- 3.1.6.2 The Purchase Officer/LOA shall withhold amount to the extent of short supply, broken/damaged or for rejected items and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and Tender Security available with the department.
- 3.1.6.3 The balance, if any, shall be demanded from the Supplier/ Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

3.1.7 Specifications and Standards

- 3.1.7.1 Technical Specifications and Drawings
- a. The Supplier/ Contractor shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

- b. The Supplier/ Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. The goods and related services supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

3.1.7.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

3.1.8 Inspection

3.1.8.1 The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ Bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during maintenance process or afterwards as may be decided.

3.1.9 Rejection

3.1.9.1 Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Bidder at his own cost within the time fixed by the Purchase Officer.

3.1.9.2 If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

3.1.9.3 The rejected articles shall be removed by the supplier/ Bidder/ Bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Bidder's risk and on his account.

3.1.10 Liquidated Damages (LD)

3.1.10.1 In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the Bidder has failed to supply/ install/ complete:-

- (i) delay up to one fourth period of the prescribed delivery period: 2.5%
- (ii) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- (iii) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- (iv) delay exceeding three fourth of the prescribed period: 10%

3.1.10.2 Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

- 3.1.10.3 The maximum amount of liquidated damages shall be 10% of the contract value.
- 3.1.10.4 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 3.1.10.5 Completion period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the Bidder.

3.1.11 Termination

3.1.11.1 Termination for Default

- (i) The tender sanctioning authority of JMRC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Bidder, terminate the contract in whole or in part:
- a. If the supplier/ Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC; or
 - b. If the supplier/ Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ Bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ Bidder commits breach of any condition of the contract.

3.1.11.2 If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.

3.1.11.3 Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

4 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

4.1 Bidders to Bid for all Items

- 4.1.1 Bidders must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any item, the bid shall be summarily rejected.

4.2 Terms of Payment

- 4.2.1 The rate quoted by the Bidders is inclusive of EPF, ESI (Statutory Charges), Administrative Charges, and Contractor Profit. Bonus will be given by contractor as per Govt. Norm's after taking approval from JMRC and this amount shall be re-imbursed to contractor by JMRC on production of having paid this amount in their account. At Present bonus is paid @ 7000/- per personnel per year. However this amount will be paid as per prevailing rates of Govt and in Proportion to actual days of working performed by any individual. GST applicable shall be quoted separately in BOQ.
- 4.2.2 The payment will be made on monthly basis as per the accepted rates based on the activities carried out as in the Schedule of work Annexure A.
- 4.2.3 Each claim bill of contractors must accompany the following:

- a) List showing the details of Drivers engaged along with attendance sheet duly verified jointly by JE/OHE and contractor
- b) Duration of their engagement.
- c) The amount of wages paid to such Drivers for the duration in question.
- d) Amount of EPF contributions (Both employer's& employee contribution) for the duration of engagement in question paid to the EPF authorities.
- e) Copies of electronically generated authenticated documents of payments of such contribution to EPF – authorities' along with electronically generated statements in name of personnel deployed against this contract.
- f) A declaration from the contractors regarding compliance of the conditions of EPF- Act, 1952 and all relevant Labour Laws. Certification regarding payment of bonus shall also be submitted duly signed by contractor staff engaged.
- g) Copies of documents of payment of GST, bonus etc. as desired by the employer.

The currency or currencies in which payments shall be made to the supplier/ Bidder under this Contract shall be Indian Rupees (INR) only.

4.3 Penalty -

- 4.3.1 The firm/contractor must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 20% of the bill for the month in which the incidence taken place shall be imposed. This penalty will be addition to the limit of 10% penalty levied for poor performance.
- 4.3.2 We have to deploy on driver in each shift so total 3 drivers will be utilised each day, forth one will be utilised as leave reserve in 4 shifts a week, in remaining 3 shifts of a week, he will be used on other vehicle of JMRC which may be any other heavy vehicle /RRV or a LMV i.e. Car . In this manner all 4 drivers will be utilised by JMRC. Total 6X4 man days per week have been called for and payment will be made as per rates per day per manpower. If any of the shift remains vacant due to absence of booked driver, either contractor shall arrange any other heavy duty vehicle driver from market or shall be penalised for not arranging the driver in any particular shift @ **300/- per shift** for such absence in addition to zero payment for that particular shift.
- 4.3.3 It should be clearly understood that if, total penalty and deductions in any one year of the contract exceeds 10% of the value of contract, the Instant contractor shall be debarred from JMRC for participation in the similar category of works.
- 4.3.4 If during inspection, the workers are not found in uniform, a penalty of Rs.50/- per Driver per shift will be imposed.
- 4.3.5 In case of any damage done by any of the Driver of the contractor to the property of the Employer, the actual amount will be recovered or the contractor shall repair / replace such damaged part at its own cost to the satisfaction of the Employer.
- 4.3.6 This penalty shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 4.3.7 An interest of **18% per annum** shall be recovered of the employers' contribution for **EPF/ESIC within one month of releasing payment** in case the contractor fails to submit the same in concerned department contractor shall submit proof in electronically generated statements in name of firm as well as individual such statements(member's passbook) in UAN no. of individual driver's name. In case such statement are not submitted in acceptable form and JMRCs is of the opinion that EPF and ESIC are not being deposited in time, contractor shall be terminated just on this ground for with contractor shall be solely responsible.

4.4 Other Special condition of Contract (General)

- 4.4.1 The Contract will be awarded to the Bidders whose responsive Bid is determined to be the lowest evaluated Bid and who satisfies the appropriate standards of capacity and financial resources.

- 4.4.2 Rates should be quoted in a such a way that last three digit of estimated cost of items does not match with last three digits of quoted rates of that items. This has been done to avoid tie.
- 4.4.3 The Bidders shall be entirely responsible for sufficiency of rates quoted by him in his Bid.
- 4.4.4 The Contractor (Successful Bidders) shall be paid for only at quoted/accepted rates.
- 4.4.5 **Accidents;** - It shall be the entire responsibility of the contractor to adopt all the safety measures deploy cleaning personnel who are adequately trained in safety. If any accident occurs within the Receiving Substation area due to cleaning housekeeping operations or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.
- 4.4.6 Bank account of all the employees has to be opened / registered within 1st month of operation for crediting their salary. Without the proof of salary transfer to the respective accounts of the employees, no payment shall be made & Payment has to be released by 7th of every month. Any delay in this regard may tantamount for termination of contractor's account.
- 4.4.7 If Government increases the minimum wages during the period of this contract being in force, the Agency will pay revised minimum wages to manpower, if such minimum wages are higher than above mentioned monthly wages, from the date on which such revision comes into force. In such case of upward revision of wages, JMRC will pay applicable minimum wages or above mentioned wages, whichever is higher from the date on which such revision comes into force. There will not be any revision in the rate of management fees due to revision of wages, whatsoever be the reason, during the period of contract/ extended period of contract.
- 4.4.8 **All ESI & PF Challan for the previous month have to be submitted along with the bills. Failure to do so shall be responded with no payment, without the possibility of part payment and absolutely no payment shall be made.**
- 4.4.9 **DUTIES, TAXES, OCTROI, ROYALTY ETC**
- 4.4.9.1 The rates quoted by the Bidders 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. except GST which shall be quoted separately as per BOQ. Bonus to the labour shall also be paid extra as per norms on reimbursement basis.
- 4.4.9.2 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 Contractors in respect thereof, which may arise.
- 4.4.10 **DEDUCTIONS TO BE MADE FROM CONTRACTORS BILL**
- 4.4.10.1 Deductions at source from each on-account progress bill shall be made by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.
- 4.4.11 **SECURITY MEASURES**
- 4.4.11.1 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.
- 4.4.11.2 Contractors' employees and representatives shall wear Identification Badges (cards), uniforms, Safety gum boots other safety/protection wear as directed by in charge, and to be provided by the Contractor.
- 4.4.12 **BRIEF SCOPE OF WORK**
- 4.4.12.1 Brief scope of work is as mentioned in Bid document i.e."Scope of work".

4.4.13 ADVANCES

4.4.13.1 No advances shall be paid to the Contractor

4.4.14 PRICE VARIATION CLAUSE

4.4.14.1 Any escalation in the minimum wages due to revision of wages, or through government order/circulars etc. shall be compensated proportionately by JMRC. This is applicable to labour component only.

4.4.15 Contractor shall be responsible for insurance cover under the following requirements:

4.4.15.1 All of the contractor staff shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the workmen's compensation act for the contractor's staffs are not covered by the ESI and shall arrange ESI coverage on priority.

4.4.15.2 The contractor shall insure against liability to third parties in the joint name of the Employer, and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer), staff of other contractor working in the premises, contractor staff under which may arise out of the performance of the contract. The insurance shall be at least for the amount of Rs. 100000/- for each incident.

4.4.16 STAFF AND LABOUR

4.4.16.1 Rates of Wages and Payment of Wages

4.4.16.2 The minimum wages considered for the purpose of this bid shall be as per the latest updated notification / circular issued by Department of Labour, Government of Rajasthan, which may be referred on their website at <http://www.rajlalour.nin.in/>

4.4.16.3 The contractor shall pay the staff and labour as per this notification/circular. However if the new notification / circular is issued by the concerned authorities for revision of minimum wages during the currency or before finalization of the contract, the contractor shall be bound to implement the same immediately.

4.4.16.4 The contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.

4.4.17 Labour Law & Obligation of Contractor

4.4.17.1 In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India. Some of the obligations of the contractor are as below for the guidance of contractor.

- a) License for employing contract labour.
- b) Payment of wage on 7th of every month through bank only and same shall be verified by the nominated representative of employer in the compliance of Minimum wages Act.
- c) Maintain Register of workmen employed
- d) Issue employment card to contract workers
- e) Maintain Muster Roll, Wage Register, Deduction Register.
- f) Send half yearly return
- g) Regular health checks up of contract workers and maintaining health register under BOCW Act.
- h) Compliance of provisions of ESI, PF and Workmen compensation Act.
- i) To ensure treatment in case of accident/ injuries suffered in performance of work including wages and compensation under WC Act.
- j) Send Accident report to Regional Labour Commissioner (RLC).
- k) To provide personal protection equipment viz. safety shoes, at its own cost.

4.4.18 Uniforms, Name badges Photo identity cards:

4.4.17.2 All Drivers shall wear neat smart Uniform (Shirt, Pant, shoes etc.) (Safety shoes instead of normal shoes) with Firms logo. Drivers shall be provided with Name badges, Photo identity cards. A copy of the photo identity card will be submitted to the Employer having the colour photographs of the personnel and not the copy of photographs. Necessary Personnel protective Equipments shall be provided by the contractor as per the requirement.

4.4.19 Police verification:

4.4.18.1 The contractor will have to get the Police verification done for all the Manpower deployed in this contract. Contractor shall submit police verification report to JMRC at the time of deployment of driver.

4.4.20 Termination of Contract: If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the contractor.

4.4.21 *The contractor shall on request of Engineer-in-charge forthwith remove from the works any person employed thereon by him who in the opinion of Engineer-in-charge may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Engineer -in-charge.*

42

Deployment of Min. No. Drivers

S.No.	Category	Minimum No of Drivers required (Per Day)	To be filled by Bidders	
			Personnel proposed to be deployed by Bidders (Per Day)	Relevant Years of Experiences of Driving commercial vehicle
1	Heavy Vehicle Drivers (highly skilled)	4		
Total				

NOTE-

- No Deviation in the Deployment of min. no. of personnel shall be acceptable. If any Bidders proposes deviation in the Bid, such Bid shall not be considered and shall be rejected.
- The Min. No. of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the days specified by JMRC.
- The min. no. of personnel required to be deployed by the contractor and any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.
- Mobile phone should be provided by Bidders to Drivers, supervisor which have incoming & Outgoing facility for which nothing shall be paid extra.
- The work days include off days, Holidays etc for which nothing shall be paid extra. This is clarified here that no payment shall be made for weekly rest or any Gazetted holidays etc. if here are 4 weekly rests in a 30 days month, Driver perform duty here for 26 days and he shall be paid for 26 days and he shall be paid for 26 days only as per the daily wages rate. For Example, if there are 2 Gazetted holidays and Driver was not called he will not be paid for these two days also.

Handwritten signature



5.1 Form A: Form of Tender

Note : i. The Appendix forms part of the Tender

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

Name of Work: _____

To

EXECUTIVE DIRECTOR (Tr./E&M),

Jaipur Metro Rail Corporation Limited,

Room no.-407, 4TH Floor, Admin Building Mansarovar metro train depot,

Bhargu path, 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 Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____
(Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the work within 20 days of issue of the LOA.
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 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this 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.

Signature of Authorized Signatory



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..... 2019

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation



5.2 Form: B Format of Bank Guarantee for Performance Security

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____
**"Contract for providing Services of Heavy duty vehicle Drivers for Emergency
vehicle/Breakdown vehicle"** Tender No. JMRC/O&S/EL/2019-20/NIB/027(R1) (here in after called
"the contract") to M/s (Name of the Bidder) (here in after called "the Bidder").

AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.

After the Bidder has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Bidder or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

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 (60) days longer than the Warranty period).

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



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

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

The expressions “the Employer”, “the Bank” and “the Bidder” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2019 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



5.3 Form C: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

Executive Director (Traction and E&M)
Jaipur Metro Rail Corporation
Room no. 407, 4th floor Admin Building, Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur – 302020

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



5.4 Form D: Self-Declaration {to be filled by the Bidder}

To,

Executive Director (Traction and E&M)

Jaipur Metro Rail Corporation

Room no. 407, 4th floor Admin Building Mansarovar metro train depot,

Bhrigu path, Mansarovar, Jaipur – 302020

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an
Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby
declare that presently our Company/ firm _____, at the time of bidding, -

possess the necessary professional, technical, financial and managerial resources and
competence required by the Bidding Document issued by the Procuring Entity;

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;

is having unblemished record and is not declared ineligible for corrupt & fraudulent practices
either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

does not have any previous transgressions with any entity in India or any other country during
the last three years

does not have any debarment by any other procuring entity

is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered
by a court or a judicial officer, not have its business activities suspended and is not the subject
of legal proceedings for any of the foregoing reasons;

does not have, and our directors and officers not have been convicted of any criminal offence
related to their professional conduct or the making of false statements or misrepresentations
as to their qualifications to enter into a procurement contract within a period of three years
preceding the commencement of the procurement process, or not have been otherwise
disqualified pursuant to debarment proceedings;

does not have a conflict of interest as mentioned in the bidding document which materially
affects the fair competition.

will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be
taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our
security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____

Signature of Authorized Signatory



5.5 Form E: Certificate Of Conformity/No Deviation {to be filled by the Bidder}

To,

Executive Director (Traction and E&M)
Jaipur Metro Rail Corporation
Mansarovar Metro Train Depot,
Bhrigu Path, Mansarovar, Jaipur – 302020

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Signature of Authorized Signatory



5.6 Form- F, Annexure A Compliance with the Code of Integrity and No Conflict of Interest

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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



**5.7 Form:-F, Annexure:-B Declaration by the Bidder regarding
Qualifications**

Declaration by the Bidder

In relation to my/our Bid submitted tofor 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:



5.8 Form:-F, Annexure:-C Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Director (O&S) JMRC, JAIPUR.**

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

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under Para(1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to be in certain cases**

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

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

(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.

5.9 Form : G [See rule 83]

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7.

Prayer:.....

.....

Place.....

Date

Appellant's Signature

Signature of Authorized Signatory



5.10 BILL OF QUANTITIES (BOQ)

FINANCIAL BID FORM

Bidder Name:

Heavy Duty Vehicle Driver for OHE emergency vehicle				
S.NO.	Description	Basic Rate of One Driver per day for 8 Hourly Duty	Man Days (Nos)	Basic Cost of Drivers to JMRC for 1256 Man Days**
1	Basic manpower Cost for Provision of 4 Nos. Heavy Duty Vehicle Driver round the Clock (Three Drivers will be deployed in 8 Hourly roster on OHE Emergency Truck and fourth Driver will be utilised for giving weekly rest for four days and will be utilized on other vehicles for remaining three days of the week)		1256	
2	Add PF @13.0% against employers contribution on Sr. No. 1			
3	Add ESI @ 3.25% against employers contribution on Sr. No. 1			
4	Contractor's profit			
5	Charges for supply of uniforms, shoes, ID card, Police verification and other Administrative charges			
6	Bonus to driver deployed by contractor (Rs.7000/- per year/manpower i.e. @ Rs 22.29/- for each working day of 314 days in a year of 366 days)			
7	Sub Total Manpower Cost (sum of S.No. 1, 2, 3, 4, 5 & 6)			
8	GST@18% on S. No. 7			

Signature of Authorized Signatory

Page 37 of 38



9	Grand Total (sum of S. No. 7 & 8)
10	In Words:-

NOTE:

1. Required Manpower shall have Heavy Duty vehicle license and should be without any previous accident record. Total 4 Drivers having one driver in each 8 hourly shift as per weekly roster to be fixed by JMRC are to be provided. Total 24 man-days per week shall be utilised and paid for actual men days physically worked out of total 4 drivers provided by contractor with giving one weekly rest (unpaid) to each of the driver.
2. Payment for items will be made on per day per driver basis duly making deductions.
3. Bidders shall take note that compliance of minimum wages Act, EPF, ESI etc are mandatory.
4. The Bidders shall quote the rates considering the cost of man power for Providing Heavy Duty Vehicle Drivers for Emergency Vehicle/Breakdown vehicle as specified in Bid documents. Employer's contribution towards EPF and ESI as per current norms of government shall be calculated in S. No. 2 & 3 based on prescribed percentage of 13% and 3.25% respectively on rates quoted in S. No. 1. Contractor shall quote for S. No. 1, 4 & 5 and rests of rates for S.No. 6 & 8 shall be considered as prescribed. Calculation based on fixed criteria against S. No. 2, 3, 6, 7, 8 & 9 may be done by contractor. However, if not done or wrongly done by contractor, same shall be done by JMRC and shall be binding on contractor.
5. Payment for items shall be made from the actual date of handing over the work of item to the **contractor for execution.**
6. Bidder shall submit their Firm GST certificate with Bid Document.
7. Evaluation will be done on lowest Bidders on total cost.
8. Bidder is requested to visit and inspect the actual site and scope of work before quoting the rates..
9. All statutory charges such as employer's contributions towards EPF and ESI, Bonus and GST are subject to changes by government and these will automatically be changed accordingly, as per prevailing rates applicable for period involved.

**** Giving one weekly rest to each driver, effectively 26 days working will be taken each month from each driver in 8 hourly shift. In this way 314 working days payment will be made in one year of 366 days to each driver. Total basic cost for these 4 Drivers in 314 working days will be for $4 \times 314 = 1256$ Man Days. However, payment will be made for actual working performed and after recovering penalties for not deploying Manpower in any particular shift/Days as specified in bid document.**

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

GST No. - _____

Signature of Authorized Signatory



Page 38 of 38