

**JAIPUR METRO RAIL CORPORATION LTD.**

**NIB No. 17/NIB/JMRC/O&S/CIVIL/Horticulture/2016-17**

**Dated:- 20.01.2017**

**“Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro.”**

**BID DOCUMENT**



**JAIPUR METRO**

**Jaipur Metro Rail Corporation Ltd.**

Room No-309, 3<sup>rd</sup> Floor, Admin Building, Depot of Jaipur Metro,  
Bhrigu Path, Mansarovar, Jaipur-302020.

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

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

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# JAIPUR METRO RAIL CORPORATION LIMITED

General Manager (Civil)

(Directorate of Operations & Systems)

Room No. 309, 3<sup>rd</sup> floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020

Tel. No. 07728895314 (Civil) & 5192401 (F), [E-mail-gmcivil@jaipurmetrorail.in](mailto:E-mail-gmcivil@jaipurmetrorail.in)

NIB No.:17/NIB/JMRC/O&S/Civil/Horticulture/2016-17

Date:

## NOTICE INVITING BID (NIB)

### 1.0 GENERAL:

Jaipur Metro Rail Corporation invites offline Sealed Bids from interested bona-fide dealers and eligible agencies/ contractors for “**Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro**” through Open Competitive Bidding procedure.

### 1.1 The key details of the NIB are as follows:

(a)	Name of Work and NIB No.	“Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro” NIB No.:17/NIB/JMRC/O&S/Civil/Horticulture/2016-17
(b)	Estimated procurement cost	INR 04.33 Lacs
(c)	Cost of Bid Form (Non-Refundable)	For participating in the bid, the bidder has to pay cost of bid form as below:- (a) Cost of Bid Form:- Rs. 500/- Rupees. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited)
(d)	Bid Security Deposit	Amount (INR): 02% (Rs.8660/-) of Estimated Procurement Cost. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited)
(e)	Website for downloading Bid Document, Corrigendum’s, Addendums and updates etc.	Website:- <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a>
(f)	Bid Publishing Date on SPPP Portal and JMRC Website.	
(g)	Document Sale/ Download/ Cost of Bid Form Deposition period.	From: Date:20.01.2017 to 06.02.2017 Time:- 15:00 Hrs to 15:00 Hrs
(h)	Physical Bid Submission Period	From: Date:20.01.2017 to 06.02.2017 Time:- 15:00 Hrs to 15:00 Hrs
(i)	Venue of Physical Submission of Cost of Bid Form , Bid Security and Bid etc.	O/o GM (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 309, 3 <sup>rd</sup> floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020. Tel-0141-5193714 & 07728895314 Timings: 10:00 Hrs- 15:00 Hrs upto 06.02.2017
(j)	Bid Opening Date and Time Venue:-	Date:-06.02.2017 at 15:30 Hrs Venue:- O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 309, 3 <sup>rd</sup> floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020.
(k)	Bid Validity	120 days from the bid submission dead line.
(l)	Stipulated Date of Commencement of Work	Within 07 Days from the date of issue of “Letter of Acceptance (LOA)” OR as per the directions contained in the LOA.
(m)	Period of Completion of Work	01 Year from the stipulated date of commencement.

## 1.2 POINTS TO BE NOTED:-

- (a) Bidder (authorized signatory) shall submit their Single Bid Envelope containing separate envelopes both for technical and financial proposal.
- (b) In case, any of the bidders fails to pay the cost of Bid form and Bid Security physically to JMRC, its Bid shall not be accepted.
- (c) JMRC will not be responsible for delay in Bid submission due to any reason.
- (d) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- (e) No conditions are to be added by the contractor and conditional Bid shall be rejected.
- (f) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until formal contract is signed and execute between the procuring entity and the successful bidder.
- (g) All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in clause 1.6.2 (a) of 'Instruction to Bidders' and /or minor deviation without quoting the cost of withdrawal shall be considered as non responsive and shall be summarily rejected.
- (h) Any Bid received with unattested cutting/ overwriting in rates shall be rejected.
- (i) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only the help the bidders to prepare a logical bid-proposal.
- (j) The provisions of RTPPA Act 2012 and RTPPR-2013 Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and RTPPR-2013 Rules thereto, the later shall prevail.

## 1.3 BIDDER'S ELIGIBILITY REQUIREMENTS:-

### (a) Work Experience:-

- (i) Three similar completed works each costing not less than the amount equal to Rs.01.73 Lacs (40% of the estimated cost Rs. 04.33 lacs)

OR

- (ii) Two similar completed works each costing not less than the amount equal to Rs. 02.16 Lacs (50% of the estimated cost. Rs. 04.33 lacs)

OR

- (iii) One similar completed work each costing not less than the amount equal to Rs. 03.46 Lacs (80% of the estimated cost. Rs. 04.33 lacs)

### (b) Definition of Similar Work:- Horticulture works of Central Government/ Rajasthan State Government/ Central PSU/Rajasthan State PSUs/Autonomous Bodies of Central or State Government/.

### (c) Other Eligibility requirements:-

Bidder should meet the following other eligibility requirements as follows:-

- (i) Copy of PAN Card.
- (ii) Certificate of Registration of Firm for the VAT, Service Tax and Sales Tax etc.
- (iii) Copies of work orders as per Clause 1.3 (a) for similar work Clause 1.3 (b) in name of bidding firm for the last 05 Years.

General Manager, (Civil)  
Jaipur Metro Rail Corporation Limited, Jaipur

**1.3 BRIEF SCOPE OF WORK:-** The work shall cover the following:

- a) Provision of all necessary loading/ unloading action, transportation, labours, equipment, instruments and appliances in connection with all above mentioned work as specified and directed by Engineer-In-Charge or the representative of Engineer.
- b) Clearing site after completion of work and handing over of all the works, as specified and directed by Engineer-In-Charge.
- c) Damage caused to properties of JAIPUR METRO RAIL CORPORATION LTD. if any, during execution of above work shall be rectified by the bidder at his cost failing which the cost of rectification shall be recovered at market cost of such items from any R/A Bill / Final Bill of the bidder.
- d) The work shall be carried with all safety precautions.
- e) The contractor shall be responsible for the maintenance of all the horticulture works as per instructions of Supervisor-In-Charge for the duration of 01 Year. Necessary labour for the same shall be assessed and deployed by the contractor as per requirement. The work shall be completed as per specifications of work given in Bill of Quantities and as per the directions of Engineer-In-Charge.
- f) During the maintenance period of 01 Year if any plant dead, the contractor shall replace the plant with new plant of same specification as provided immediately after instructions of Engineer-In-Charge. Nothing extra shall be paid to contractor against such replacement.
- g) All the Scheduled Rajasthan PWD work items shall be executed as per the specifications and guidelines as per Rajasthan PWD-BSR-2014 and as per the written guidelines issued by the Engineer-In-Charge.

**1.4 BID PRICES AND SCHEDULE OF PAYMENT**

**1.4.1 BID PRICES:-**

- (a) Unless explicitly stated otherwise in the Bid Documents, the bidders shall be responsible for the whole works, based on the instructions issued by the competent authority and payment shall be as per accepted rates based on the items carried out as per the work orders issued by the competent authority as and when required.
- (b) The rate quoted by the Bidder is inclusive of all duties, taxes, fees, octroi and other levies, materials, labour, transportation etc.

**1.4.2 SCHEDULE, TERMS & PROCESS OF PAYMENT:-**

- (a) The payment will be made on completion of work to the satisfaction of Engineer-In-Charge OR the representative of Engineer.
- (b) The Bidder has to submit the bill on letter head of Agency/Firm with Signature & Seal of Authorized Signatory of the Firm.
- (c) Firm is required to mention their LST No./ CST No./WCT No. on the Bills while submitting the bills for payment.

## 1.5 INSTRUCTIONS TO BIDDERS

### 1.5.1 GENERAL

- (a) This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- (b) Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document, Addendum (if any) and other submissions, should be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document will not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder. All documents shall be submitted in English Language Only.
- (c) Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the JMRC. Bidders are reminded that no supplementary material will be entertained by JMRC and Evaluation of Bid will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- (d) Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.
- (e) Bidders may remain in touch with the State Public Procurement Portal <http://sppp.rajasthan.gov.in> and JMRC's website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) for any kind of latest Information, Addendum, Clarification, etc.

### 1.6 BID PACKAGE ENVELOPE:-

Bid Package must be super-scribed "**BID PACKAGE**" for "**NAME OF WORK**" with Name, Address, Contact No. and E-Mail Address of Bidder addressing to Bid Inviting Authority as per Clause 1.1 (a) of NIB. The BID Package Envelope shall contain Two Other small envelopes (Envelope-I & Envelope-II) as described below.

#### 1.6.1 Envelope-I:- Super-scribed with "**Technical Bid**", "**Name of Work**", Details of Bidder etc:-

The Technical Bid Package must contains the below listed copy of documents dully stamped and signed by the authorized signatory of the bidder firm.

- (i) Cost of Bid Form as per Clause 1.1 (c) of Notice Inviting Bid.
- (ii) Bid security in Original as per Clause 1.1 (d) of NIB. Validity of Bid Security must be 60 Days beyond the bid validity period as per Clause 1.1 (k) of NIB.
- (iii) Complete Bid Document (Except Price Bid) with addendum/ corrigendum (If any).
- (iv) Dully filled Forms and Annexure with bid document.
- (v) Necessary supporting attachments as proof of filled details.
- (vi) Copy of PAN Card.
- (vii) Certificate of Registration of Firm for the VAT, Service Tax and Sales Tax etc.
- (viii) Copies of work orders as per Clause 1.3 (a) for similar work Clause 1.3 (b) in name of bidding firm for the last 05 Years.

**Note:-** Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC.

**1.6.2 Envelope–II:-** Super-scribed with “**Price Bid**”, “**Name of Work**”, “**Details of Bidder**” etc:-

- (a) Bidder is required to quote for items as per bid documents. The bidder should submit his bid, which conforms to bid documents, without material deviations or reservations. Where, however, the bidder gives his financial offer subject to certain conditions qualification, deviations etc. he shall provide in a separate schedule ( Form C ), the increase or decrease in the bid price for the unqualified withdrawal of such conditions. Bids not accompanied by such schedule shall be considered as conditions /deviations withdrawn. Bidder shall further note that except for deviations listed in Form C the bid shall be deemed to comply with all the requirements in the bid documents including employer’s requirements without any extra cost to the employer irrespective of any mention to the contrary, anywhere else in the bid.
- (b) The rate and Prices quoted by the bidder shall include all tax liabilities and royalty. Nothing extra to the quoted rates in the price bid shall be paid by JMRC.
- (c) The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Bidder shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.
- (d) The rate quoted shall be reasonable and not unbalanced. Should the Engineer come across any unbalanced rates, he may require the bidder to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the rates to be unbalanced, he may ask the bidder for additional Performance Security or other safeguards to protect Employer’s interest against financial loss. Should the bidder fail to comply with this, his bid shall be liable to be rejected by the Employer.
- (e) The bidder shall keep the contents of his bid and rates quoted by him confidential.
- (f) Income Tax, Work Contract Tax/TDS, Service Tax and other statutory deductions as applicable will be deducted from every monthly bill by JMRC.

**1.7 AWARD CRITERIA**

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



## **1.8 SIGNING OF AGREEMENT**

- 1.8.1 The Employer shall prepare the Agreement in the Performa (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the Bidder through their authorized signatories, will be supplied by the Employer to the Bidder.
- 1.8.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 15 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
  - b. Power of Attorney

## **1.9 PERFORMANCE SECURITY**

- 1.9.1 The successful bidder shall furnish to the Employer a performance security in the form of a BG/FDR/BC or DD in the name of “Jaipur Metro Rail Corporation Limited” for an equal amount of 10% of the Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. **The validity shall be six months beyond expiry of contract.** The Bank Guarantee/FDR has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form D) provided in the Bid Document shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.8.
- 1.9.2 Alternatively, on request application of option for deduction of performance security of successful Bidder, Employer may allow the Bidder (As per Letter No. JMRC/O&S/DO/Contract Management/2015 Dated 21.05.2015 of Director (Operations & Systems) to submit the performance security amount (i.e equal to 10% of contract price) in form of deduction from his each running and final Bill @ 10% of amount of Bill, till the total amount of performance security is deposited.
- 1.9.3 Failure of the successful bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the bid security.

## **1.10 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORM OF BID**

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

## **1.11 SPECIAL CONDITIONS:-**

### **Supply of materials tools, and equipment by the employer:-**

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

**1.12 Use and Care of Site:-**

- 1.12.1 The Bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of the In-Charge.
- 1.12.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved MCD locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the bidder at his cost. The transportation for disposing the debris shall also be arranged by the bidder.
- 1.12.3 Necessary permissions/approval of the Employers representative shall be obtained before carryout the work.

**1.13 Accidents:** - It shall be the entire responsibility of the bidder to adopt all the safety measures and deploy the personnel who are adequately trained in safety. If any accident occurs within the JMRC jurisdiction while carrying out the works or due to negligence on the part of the bidder's personnel, it shall be the full responsibility of the bidder.

**1.14 Access Roads and Haul Roads:-**

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

**1.15 Penalty:-**

- 1.15.1 Penalty for non-attending the works within the minimum specified time as mentioned for the different works after issue of instructions by the competent authority or for the poor quality of works will be levied at the rate of 10% of the estimated cost of the work item. Repeated failure by the bidder to attend to the works within specified time period may lead to termination of contract. The penalty shall be preceded with proper show cause notice. The penalty once levied may be reviewed by the authority next higher to the authority who has levied penalty on written submission by the bidder within 15 days of levy of penalty.
- 1.15.2 This penalty shall not relieve the bidder from his obligation to execute the works or from any other of his obligations and liabilities under the contract.

**1.16 Minimum Wages Act:-**

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

**INDEX ON  
PROFORMA OF FORMS**

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

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

**2. PROFORMA OF FORMS – Bidder’s Eligibility Requirements:-**

S.No.	Details	FORM
i.	Indemnity certificate by the Bidder.	T-I

S.No.	Various Annexures	Annexure
(i)	Compliance with the code of integrity and no conflict of interest.	A1
(ii)	Declaration by bidders regarding qualifications	B1
(iii)	Grievance Redressal during Procurement Process	C1
(iv)	Certificate By Bidder with Each Bill.	X

## FORM OF BID

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

**Name of Work:- As in the NIB clause No. 1.1 (a)**

To

**General Manager (Civil), Jaipur Metro Rail Corporation Ltd.**

**Address:-Room No. 309, 3<sup>rd</sup> floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020.**

1. Having visited the site and examined the General Conditions of Contract as well as all the Conditions of Bid Document, 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 as mentioned in the BOQ for .....or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 07 days of issue of the Letter of Award to complete the whole of the Works comprised in the Contract.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.

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

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

Signature .....

Name..... in the capacity of .....

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**APPENDIX TO THE FORM OF BID**

<b>S.No</b>	<b>Details</b>	<b>Clause No.</b>	<b>Condition of Contract</b>
I	Amount of Bank Guarantee as Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price
II	Minimum amount of Third Party Insurance	15.3 of General Conditions of Contract	Rs. 0.5 lakh for any one incident, with no of incidents unlimited.
III	Period for commencement of work from the date of issue of work orders	1.1(l) of Bid Document	07 days from the Issue of LOA OR as per the directions contained in LOA.
IV	Contract Period from the date of commencement of work	1.1 (m) of Bid Document	One Year
V	Penalty for Non completion of work or poor quality or work	1.15 of Bid Document	10% of the estimated cost of the work item
VI	Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work		Shall be levied as worked out by the JMRC. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable.

Signature of authorized

Signatory on behalf of Bidder

**PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are the particulars of deviations from the requirements of the Bid.

S.No.	Bid Clause	Deviations	Remarks (including justification)	Price adjustment for the withdrawal of each deviations

Signature & Stamp of Bidder

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

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

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

Signature and Seal of Bidder

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



**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

**(Refer Clause 1.9)**

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Jaipur Metro Rail Corporation limited has awarded the contract for “**Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro**” Contract for -----Rail Corridor of Jaipur Metro Rail Corporation (hereinafter called “the contract”) to M/s (Name of the Bidder) (Type of Bidder) (hereinafter called “the Bidder”).
3. AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Bidder has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Bidder or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 18 Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Bidder.

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the Employer”, “the Bank” and “the Bidder” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month)\_\_\_\_2016 being herewith duly authorized.

For and on behalf of the Bank.

Signature of authorized Bank official

Name : .....

Designation : .....

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

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

Signed, sealed and delivered

for and on behalf of the Bank

by the above named \_\_\_\_\_

In the presence of :

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....

Address .....

## FORM OF AGREEMENT

(Refer Clause 1.8)

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 Between Jaipur Metro Rail Corporation Limited, Metro Khanij Bhavan C- Scheme Jaipur-302005 hereinafter called “the Employer” of the one part and \_\_\_\_\_ (Name and Address of Bidder) \_\_\_\_\_ hereinafter called “the Bidder” of the other part.

Whereas the Employer is desirous that (\*\*\*) certain Goods and Services should be provided and certain Works should be executed, viz “**Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro**” Contract for -----  
-----of applicable Rail Corridor of Jaipur Metro Rail corporation hereinafter called “the Works” and has accepted a Bid by the Bidder for the execution and completion of such works (\*\*\*) as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) Letter of acceptance.
  - (b) General Conditions of Contract.
  - (c) Bid Document.
  - (d) Bill of Quantities
  - (e) Form of Bid with Appendix
  - (f) Addendums, if any
  - (g) Other conditions agreed to and documented as listed below:
    - (i) Bidder’s Work Schedule as amended if required
    - (ii) Statement of deviations (if applicable)
    - (iii) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works by \*\*\_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs\_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE BIDDER

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

The staff/labour recruited by the Bidder for “**Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro**” will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Bidder

For and on behalf of the Employer

Signature of the authorized  
official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said \_\_\_\_\_

Name \_\_\_\_\_

on behalf of the Bidder in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By the said \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

on behalf of the Employer in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note:

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

**INDEMNITY**

**(To be filled by Bidder)**

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

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

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder

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

Any person participating in a procurement process shall:-

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

### **Conflict of Interest:-**

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

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

**Annexure B1: Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of .....in response to their Notice Inviting Bids No .....Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:



## **Annexure C1: Grievance Redressal during Procurement Process**

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

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

### **(1) Filing an appeal**

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

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

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

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

**(6) Fee for filing appeal**

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

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

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

**FORM No. 1**

[See rule 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
  - (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

**CERTIFICATE BY BIDDER**

**“Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro”**

**Name of Contractor :** .....

**Period: From .....To.....**

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

**Signature of Bidder with Seal**

**BILL OF QUANTITIES****Name of Work:Development and Maintenance of Horticulture works at Metro Stations of Jaipur Metro.****Jaipur Metro Stations:- New Aatish Market, Vivek Vihar, Shyam Nagar, Ram Nagar, Civil Lines, Metro Railway Station and Sindhi Camp Metro Station.****NIB No. 18/NIB/O&S/CIVIL/ Horticulture/2016-17**

S.No	Item/ Description of works	Quantity at Each Metro Station	Nos of Metro Stations	Total Quantity	Unit	Rate (Rs.P)	Amount (Rs.P)
<b>SCHEDULE PART-A (NBSR ITEMS)</b>							
1.00	Supply of Plants with Pots and plates, and setting at Concourse Level of Metro Station as required and as directed by Engineer-In-Charge.						
1.10	Arica Palm; Pot Sixe-14 Inches, Height of Plant-05 Feet.	10.00	7.00	70.00	Nos.		
1.20	Diffenbechia; Pot Sixe-12 Inches, Height of Plant-02-2.5 Feet.	14.00	7.00	98.00	Nos.		
1.30	Croton; Pot Sixe-10 Inches, Height of Plant-1.5 Feet.	15.00	7.00	105.00	Nos.		
1.40	Dracina Picta; Pot Sixe-14 Inches, Height of Plant-04 Feet.	10.00	7.00	70.00	Nos.		
1.50	Dracena Red; Pot Sixe-12 Inches, Height of Plant-02-2.5 Feet.	14.00	7.00	98.00	Nos.		
1.60	Dracena Victoria; Pot Sixe-10 Inches, Height of Plant-1.5 Feet.	15.00	7.00	105.00	Nos.		
2.00	Maintenance and Up keep the plants provided between MSOR-SICP (08 Stations) by Providing Gardner/Maali for taking care of Plants, Watering and dressing the plants etc. complete as per directions of Engineer-In-Charge. (Maali/ Gardner shall visit the site of Plants for necessary activities such as watering, trimming, cleaning of leaves, manuring etc.)		8.00	365.00	Per Day		

**TOTAL AMOUNT OF SCHEDULE PART A-NBSR ITEMS (Rs.P)****NET QUOTED AMOUNT FOR SCHEDULE PART A-NBSR ITEMS (Rs.P) (IN WORDS):-**SIGNATURE & STAMP  
AUTHORIZED SIGNATORY OF BIDDING FIRMGENERAL MANAGER (CIVIL)  
JMRC, JAIPUR