JMRC/O&S/EL/2017-18/NIB/01

JAIPUR METRO RAIL CORPORATION LTD.

”Open e-Bid for Housekeeping work for RSS of JMRC and providing Services of Drivers for Emergency vehicle/Breakdown vehicle”

BID DOCUMENT

- NOTICE INVITING BID (NIB)
- INSTRUCTION TO BIDDERS (ITB)
- QUALIFICATION AND EVALUATION CRITERIA
- BIDDING FORMS
- JMRC GENERAL CONDITIONS OF CONTRACT (GCC)
- SPECIAL CONDITIONS OF CONTRACT (SCC)
- SPECIFICATIONS FOR CLEANING HOUSE KEEPING ACTIVITIES
- CONTRACT FORMS
- BILL OF QUANTITY (BOQ)

Jaipur Metro Rail Corporation Ltd.
3rd Floor, Admin Building, Metro Train Depot,
Bhrigu Path, Mansarover, Jaipur -302020
Website:  http://transport.rajasthan.gov.in/jmrc Email: jmrc.edtem@gmail.com
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SECTION I
NOTICE INVITING BID

1.1 GENERAL
JAIPUR Metro Rail Corporation (JMRC) Ltd. invites online Bids from eligible Bidders for “Contract for Housekeeping work for RSS of JMRC and providing services of Drivers for Emergency vehicle/Breakdown vehicle”.

<table>
<thead>
<tr>
<th>UBN Number</th>
<th>JMR1718SLOB00012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuring Entity</td>
<td>ED (Traction and E&amp;M), JMRC JAIPUR</td>
</tr>
<tr>
<td>Approximate cost of work</td>
<td>20,89,448/- inclusive of all taxes, duties, levies and profit margin but exclusive of Service tax</td>
</tr>
<tr>
<td>Bid Security amount</td>
<td>41,789/-</td>
</tr>
<tr>
<td>Cost of Bid form (Non-Refundable)</td>
<td>500/-</td>
</tr>
<tr>
<td>Processing Fee</td>
<td>Rs. 1000/- (By Demand Draft / Bankers Cheque, payable in favour of MD, RISL, Jaipur)</td>
</tr>
<tr>
<td>Online tender document availability period</td>
<td>From 00:00 Hrs. dated 29.05.2017 Upto 00:00 Hrs. dated 21.06.2017</td>
</tr>
<tr>
<td>Duration of the Work</td>
<td>For 2 years (from the date of commencement of the work)</td>
</tr>
<tr>
<td>Last date for receiving queries/clarification for Pre-Bid Conference</td>
<td>08.06.2017. Upto 14:30 hrs.</td>
</tr>
<tr>
<td>Date and Venue of Pre-Bid Conference</td>
<td>08.06.2017 at 15:00h, Meeting Hall, Jaipur Metro Rail Corporation Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur 302020</td>
</tr>
<tr>
<td>Uploading of remarks of metro administration to the issues raised in pre bid conference</td>
<td>00:00 Hrs. dated 12.06.2017</td>
</tr>
<tr>
<td>Submission start date</td>
<td>00:00 Hrs. dated 29.05.2017</td>
</tr>
<tr>
<td>Last date of submission of Bid</td>
<td>15:00 Hrs. dated 21.06.2017</td>
</tr>
<tr>
<td>Time &amp; Date of opening of online techno commercial bid</td>
<td>15:30 Hrs. dated 21.06.2017</td>
</tr>
<tr>
<td>Venue of opening of online techno commercial Bid</td>
<td>Office of ED (Traction/E&amp;M), JMRC, Room no. 322 IIIrd Floor, Admin Building, Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur 302020</td>
</tr>
<tr>
<td>Venue &amp; Date of physical submission of Bid cost, bid security &amp; processing fee</td>
<td>Upto 15:00 Hrs. dated 21.06.2017 Office of ED (Traction/E&amp;M), JMRC, Room no. 322 IIIrd Floor, Admin Building, Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur 302020</td>
</tr>
<tr>
<td>Validity of Bid</td>
<td>90 days from last date of submission of tender</td>
</tr>
<tr>
<td>Stipulate date of commencement of work</td>
<td>Within 7 days from the date of issue of “order of commence”</td>
</tr>
<tr>
<td>Period of completion</td>
<td>2 years from the stipulated date of commencement</td>
</tr>
<tr>
<td>Performance security</td>
<td>5% of approved total contract value as per RTPPR Clause 75</td>
</tr>
</tbody>
</table>

Note - Cost of Bid form, Bid Security amount shall be submitted in the form of demand draft/bankers cheque of any scheduled bank or nationalised bank in India in favour of “Jaipur Metro Rail Corporation” payable at Jaipur. The bid security may also be submitted in form of Bank Guarantee.

1.2 POINTS TO BE NOTED
1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
1.2.2 Only those agencies, who qualify condition of clause 1.3 and special condition of contract, should submit the Bid documents.
1.2.3 The bid shall automatically not be accepted. The same should contain all Financial & other details as required for the consideration of Bid.
1.2.4 Bid document consists of the following:
   a. Notice Inviting Bid - consisting of
      i. Notice Inviting Bid
      ii. Scope of Work
      iii. Bid prices
      iv. Instructions to Bidders
      v. Bid Data Sheet(BDS)
   b. Qualification and evaluation criteria
   c. Bidding forms
   d. JMRC General Conditions of Contract (GCC)
   e. Special Conditions of Contract (SCC)
   f. Contract forms
g. Specifications for cleaning & House-Keeping Activities
h. Bill of Quantities (BOQ)

1.2.5 The Contract shall be governed by the documents listed in para 1.2.4 above.

1.2.6 The Bidders may obtain further information in respect of these Bid documents from the office of ED (Traction and E&M), JMRC Room no. – 322, 3rd Floor, Admin Building, Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur - 302020

1.2.7 All Bidders are hereby cautioned that Bids containing any material deviation from the Bid document as mentioned in the clause of 1.2.4 of NIB is liable to be summarily rejected as non-responsive.

1.2.8 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons as per RTPP Act and Rules.

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

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

INITIAL REQUIREMENTS :-

<table>
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<th>S. No.</th>
<th>Criteria</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Firm should not have abandoned any work in last five years.</td>
</tr>
<tr>
<td>2</td>
<td>Bidder’s Contract with any organization should not ever been terminated due to poor performance.</td>
</tr>
<tr>
<td>3</td>
<td>Bidder’s Security/ Performance Deposit should not have been debarred within last three years as per RTPP Act and Rules.</td>
</tr>
<tr>
<td>4</td>
<td>Bidder should not have suffered Bankruptcy/ insolvency in last three years.</td>
</tr>
<tr>
<td>5</td>
<td>Bidder should not have been blacklisted by any organization or debarred as per RTPP Act &amp; Rules</td>
</tr>
<tr>
<td>6</td>
<td>Bidder should not submit any misleading information in the application.</td>
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<tr>
<td>7</td>
<td>Bidder should be financially sound to perform the work.</td>
</tr>
<tr>
<td>8</td>
<td>Bidder's Net Worth should not be negative.</td>
</tr>
<tr>
<td>9</td>
<td>Bidder shall comply RTPP act Section 7(2) Qualifications of bidders and Section 11 Code of integrity for procuring entity and bidders.</td>
</tr>
</tbody>
</table>

To prove conformity to above requirements, bidder should submit an undertaking for the fulfilment of all above criteria on the letter head of the firm at the time of submission of bid (refer clause 8.1.1 (o)). At any stage if it found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.

(b) Work Experience:

Experience of having satisfactorily completed similar works during last 3 year’s period ending last day of month previous to the one in which the Bids are invited should be either of the following:

(i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs. 8,35,779 /-.

Or

(ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs.10,44,724 /-.

Or

(iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost i.e. Rs. 16,71,558/-.

Bidder should submit following documents for eligibility criterion of these conditions:-
A. List of Important assignments completed satisfactorily.
B. Self-Attested copies of orders received during the last three years.
C. Certificates of satisfactory completion of these Orders mentioning the contract value/ amount paid, year of supply, issued by the authorized signatory of the client.

(c) Financial Standing (Annual Turnover):

The average annual turnover of Applicant during each of last three audited financial years should
not be less than forty percent (40%) of the estimated cost given in NIB i.e. Rs. 8,35,779/-. Bidder should submit following documents of last three years (As given in format T-V) for eligibility criterion of these conditions:

A. Audited Profit and Loss A/c or Balance Sheet
   OR
B. Income Tax Returns (ITR) showing the required turnover
   OR
C. Any other document mentioning the required turnover, certified by a Chartered Accountant.

(d) Definition of similar work : - For consideration as an eligible ‘similar work’ for the purpose of experience, the listed work shall be considered only if it fulfils any of the following requirements in that work:
Experience in having executed contract related with hiring of manpower by any department of Centre / State Govt or Central / State PSUs or Autonomous bodies.

1.4 Bid document issue/downloading from website :

1.4.1 The complete bid document can be downloaded from the state e-procurement website https://www.eproc.rajasthan.gov.in and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation’s website and state procurement portal i.e., sppp.rajasthan.gov.in.

Bidders who wish to participate in this bidding process must have registered on https://eproc.rajasthan.gov.in. To participate in online bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected out rightly.

ED (Traction and E&M)

JMRC

DEFINITIONS

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<tr>
<th>Agreement</th>
<th>The Contract Agreement to be executed between JMRC and Agency, subsequent to the Letter of Award, as per the format at Form-E of ITB.</th>
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<td>Agency/Bidder</td>
<td>The Agency/Bidder engaged pursuant to this Bid for conducting the Work as per the Scope of Work defined in this Bid document.</td>
</tr>
<tr>
<td>Corporation</td>
<td>Jaipur Metro Rail Corporation Ltd.</td>
</tr>
<tr>
<td>JMRC</td>
<td>Jaipur Metro Rail Corporation Ltd.</td>
</tr>
<tr>
<td>LOA</td>
<td>Letter of Award – Letter form Corporation to selected Agency conveying selection and outlining the terms and rates for the work.</td>
</tr>
<tr>
<td>Bidder</td>
<td>The firm or company which submits proposal in response to this BID within the time prescribed for the purpose.</td>
</tr>
<tr>
<td>Technically Qualified Bidder</td>
<td>A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC.</td>
</tr>
<tr>
<td>Contract Agreement Amount</td>
<td>The contract amount finally approved by JMRC for the entire work for the duration of the contract (and extended) pursuant to this Bid process, as mentioned in the LOA.</td>
</tr>
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</table>
SECTION II

SCOPE OF WORK

2.0 The contractor will execute the work “Contract for Housekeeping work for RSS of JMRC and providing services of Drivers for Emergency vehicle/Breakdown vehicle”

The contractor will execute Cleaning; house-keeping works with the suitable and uniformed trained men with suitable machinery for the following work.

2.1.1 Cleaning house keeping consisting of:-

- Cleaning of Floor areas, Vertical finishes, Roof arches, Roof ceilings, Glass areas, Doors, windows, Rolling shutters, Railings, False ceilings, False floorings, Bitumen surfaces, Pavements, Kerb stones, walls, Pillars, Hand rails, Mirrors, Ceramic / concrete Jalli etc. of the following:
  a. Passages
  b. Circulating area
  c. Pavement
  d. Roads
  e. All rooms and other areas including corridors.
  f. Stair cases
  g. Bath rooms and Toilets
  h. Over head tanks underground water tanks
  i. Substation yard & open area of RSS

2.1.2 Plumbing work in the entire building area which includes all pipes, all pipe fittings, Valves, joints pertaining to water supply distribution, Fire fighting system etc. including cleaning of the above mentioned items.

2.1.3 Sanitation of bathrooms and Toilets including supply of necessary items.

2.1.4 Cleaning Attention of all the Drains available in the Receiving Substations area.

2.1.5 Supply of suitable & adequate number of Dustbins, Cleaning of dustbins and Removal/disposal of collected garbage/debris at the local municipal approved location.

2.1.6 Pest control, Mosquito control Rodent control of the entire Receiving Substation area including all rooms used once in per month or as per requirement.

2.1.7 Cleaning of rooms. Miscellaneous items available in building premises of RSS.
  a. Cleaning of lighting Fixtures Accessories.
  b. Cleaning of Fans.
  c. Cleaning of Air conditioners.
  d. Cleaning of All HT LT Equipments.
  e. Cleaning of all LT equipments available in LT switch room.
  f. Cleaning of All Equipments available in UPS room (Electrical Rooms).
  g. Cleaning of portable fire extinguishers/Smoke detectors/ Fire detectors.
  h. Cleaning of butterfly valves / landing valves /internal hydrants, piping of all types.
  i. Cleaning of Cable Trays, Cable Trench Covers etc.
  j. Cleaning of Telephones sets accessories.
  k. Cleaning of Computers and accessories.
  l. Cleaning of Signage boards/Notice boards.
  m. Cleaning of furniture provided in all rooms/offices.
  n. Cleaning of Office equipments.
  o. Cleaning of Fire Hydrants, Fire Panels, All type of pipes, Valves etc.
  p. Cleaning of All Switch Boards, Panel Boards.
  q. Cleaning of External Lighting fixtures.
  r. Cleaning of Water coolers, R.O. Equipments etc.
  s. Cleaning of Automatic Hand Driers, Liquid Soup Dispensers etc.
  t. Cleaning of all miscellaneous equipments as available or being provided from time to time.
  u. Cleaning of store.
  v. Cleaning of yard and rain harvesting system.
  w. Providing services of drivers for emergency vehicle/breakdown vehicle
2.1.8 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.

2.1.9 Qualification of Drivers
The drivers should have valid driving licence for heavy motor vehicle in commercial category with minimum two year experience.

2.2 Time Schedule
The contract period for execution of the above mentioned works is 2 Years. Period of contract shall be counted from first date of work as per contract/LOA.

2.3 The Cleaning Housekeeping works are to be carried of good quality. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department. And in such a manner that all premises always look neat and clean, Eco friendly chemicals /Reagents to the extent possible are used. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment. (As per the rules and laws as they are in force by JNN/GOVT.)

2.4 The contract can be extended after satisfactory completion of 2 years on same terms and conditions as per provision of RTTPR if so desired by Employer as per Rule 73(2) of RTPPR, 2013.
SECTION III  
BID PRICES AND  
SCHEDULE OF PAYMENT  

3.1  Bid Prices  

3.1.1  a. Unless explicitly stated otherwise in the Bid Documents, the contractor shall be responsible for the whole works, based on the Bill of Quantities and payment shall be as per accepted rates based on the activities carried out as in the Schedule of work.  

   b. The rate quoted by the Bidders is inclusive of all duties, taxes, fees, octroi and other levies, materials, labour etc. except service tax applicable which shall be quoted separately in BOQ.  

3.1.2  Schedule of Payment  

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. (Also refer clause 21 of special condition of contract).  

Each claim bill of contractors must accompany the following:  

a) List showing the details of labourers / employees engaged.  

b) Duration of their engagement.  

c) The amount of wages paid to such labourers / employees 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 authenticated documents of payments of such contribution to EPF – authorities.  

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 service tax, bonus etc. as desired by the employer.
“Open e-Bid for Housekeeping work for RSS of JMRC and providing services of Drivers for Emergency vehicle/Breakdown vehicle”

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

1.1 INTRODUCTION

Sealed open Bids are invited for “Contract for Housekeeping work for RSS of JMRC and providing services of Drivers for Emergency vehicle/Breakdown vehicle”, hereinafter called the Employer, for Works in accordance with this Bid Package.

The Bid papers consist of the following documents, along with their annexes, appendices, addenda and errata if any.

- Notice Inviting Bid
- Instructions to Bidders
- Qualification and evaluation criteria
- Bidding forms
- JMRC General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Specifications for cleaning & House-Keeping Activities
- Contract forms
- Bill of Quantities (BOQ)

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

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

ED (Traction and E&M), JMRC Room no. - 322, 3rd Floor, Admin Building, Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur - 302020

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

a) “Bid Security” to be furnished by the Bidders as per Rule 42 of RTPPR, 2013, amount as per NIB.

b) The complete bid document can be downloaded from the state e-procurement website https://www.eproc.rajasthan.gov.in and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation’s website and State Public Procurement Portal i.e., sppp.rajasthan.gov.in.

c) Bidders who wish to participate in this bidding process must have registered on https://eproc.rajasthan.gov.in. To participate in online bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.

d) Period for which the Bid is to be kept valid: As per Clause 11.0 of the ITB.

e) Contract Period: 2 Years

2.0 PRE QUALIFICATION REQUIREMENTS

2.1 This invitation to Bid is open to all those agencies, satisfying minimum eligibility criteria mentioned in clause 1.3 of NIB.

2.2 Each agency shall submit only one Bid either himself or as a lead partner /Lead Constituent in a joint venture/consortium for the work. The Bidder who submits more than one Bid for the same work will be disqualified.

All Bids submitted shall include the following information:

2.2.1 General information on the Bidders shall be furnished in Form T-I. Self certified Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or, if a joint venture including consortium, of each party thereto constituting the Bidders will also be required to be furnished. All the group members in a joint venture will be jointly and severally responsible for the performance under the contract.

2.2.2 In the case of Bid by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed (Form T-I) along with the documents as mentioned therein. The following requirements shall also be complied with.

a. The Bid, and, in the case of a successful Bid, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.
b. In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners. In case of consortium, it will similarly authorize a person to be In-charge and this authorization shall be evidenced by a power of attorney in favour of that person.

c. The partner In-charge or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.

d. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of a successful Bid).

e. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.

f. A copy of the agreement entered into by the joint venture/consortium partners shall be submitted along with the Bid.

2.2.3 In case the Bidders is an Association, Consortium or Joint Venture, the Bidders shall provide the following:

i. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:

a. Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorized signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.

b. Detail of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

c. Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.

2.2.4 The Bidders to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the Bid to commit the Bidders or each member of the partnership, consortium or joint venture.

2.3 Each page of Bid shall be signed by the authorized signatory of the Bidders. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 13.0.

2.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Bid/contract shall be communicated forthwith in writing by the Bidders to the Employer.

2.5 Detail of information submitted by the applicants at the stage of Techno-Commercial bid shall be considered for qualification of this Bid. Any information found incorrect or suppressed, the Bid may not be considered or contract will be cancelled without any financial claim/arbitration from the Bid. The applicant is required to certify in the statement placed at Annexure B.

2.6 Each Bidders, or any associate will be required to confirm and declare in the Bid submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that Bid price will not include any such amount.

3.0 COST OF BID

3.1 The Bidders shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible or liable for these costs.

4.0 SITE VISIT

4.1.1 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.

4.1.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
**BID DOCUMENTS**

5.0 **CONTENTS OF BID DOCUMENTS**

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

6.0 **AMENDMENT TO BID DOCUMENTS**

6.1 At any time prior to the deadline for the submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective Bidders, modify the Bid documents by an amendment/addendum.

6.2 Any amendment/addendum as per clause 6.1 above shall also be the part of this Bid. The said amendment in the form of an addendum will be sent to all prospective bidders who have received the bid documents, on or prior or last date mentioned in NIB. This prospective bidders should promptly receipt thereof by email to the Engineer. Bidders may remain in touch with the E-proc portal https://www.eproc.rajasthan.gov.in and JMRC’s website https://sppp.rajasthan.gov.in for any kind of latest Information, Addendum, Clarification, etc.

6.3 In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments/addendums, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of Bids in accordance with Sub-clause 15.0.

**PREPARATION OF BIDS**

7.0 **LANGUAGE OF BID**

7.1 The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged between the Bidders and the Employer/Engineer shall be in the English language.

8.0 **DOCUMENTS COMPRISING THE BID**

8.1 **BID PACKAGE**

The Bid is of single part/envelope wherein technical, quality and performance aspects, commercial terms and conditions and the financial aspects including the price are contained in a single envelope as per section 13 of RTPP Act.

8.1.1 **Technical Aspects :**

This part should contain the Technical aspects consisting of a pdf copy of this bid document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

a) Bid cost, bid security and processing fee
   i) These original instruments should be submitted with forwarding letter mentioning the NIB no,
   Name of Work and particulars of these financial instrument,
   ii) At the backside of every instrument, firm needs to mention Name of Firm, NIB no and Mobile No.
   of the authorized signatory of the firm
   iii) Scanned copy of bid cost, Bid security and Processing Fee Instruments need to be submitted with
   the online bid and these original instruments are to be submitted as per schedule (1.1)
   iv) If firm fails to submit the original instrument in the desired form and amount by the stipulated date
   and time then its Techno commercial bid shall not be opened and it shall be summarily rejected.
   v) If scanned copy of any or all of these instruments (i.e Cost of Bid, Processing fee and Bid security)
   submitted with Techno commercial bid does not match with the original instruments submitted by the
   firm then bid shall be summarily rejected.

b) Copy of Bid Document: The Bidder shall enclose digitally signed and stamped (lead member in case of
   consortium) copies of the PAN. No, under Income Tax Act, latest Service tax Registration certificate, If
   a Bidders is outside JAIPUR intends to participate in JMRC Bid, he can be permitted provided he gives
   an undertaking to the fact that he will get himself registered with Applicable Service Tax authorities, in
   the event of issue of Letter of Acceptance to the Bidders and shall submit registration number before
   claiming initial advance or first payment whichever is earlier. In the absence of registration detail with
   Service Tax, EPF authority, payment shall not be released. “PF registration number and ESI
   Registration No. Code No., as per ESI Act. shall be indicated by the Bidder on or state procurement portal
   https://www.eproc.rajasthan.gov.in https://sppp.rajasthan.gov.in” or state procurement portal

   c) Original instruments need to be submitted with forwarding letter mentioning the NIB no.
   d) Bid documents as listed below:
   i. Notice Inviting Bid
   ii. Instructions to Bidders.
   iii. JMRCs General Conditions of Contract (It is integral part of this Bid document but this need not to be
   submitted along with Bid documents, it is deemed that bidder is accepting the GCC at the time of
   submission of bid. Successful bidder has to sign GCC documents at the time of signing agreement.
   iv. Special Conditions of Contract
   v. Specifications for cleaning & House-Keeping
   vi. Bill of Quantities (BOQ)
   vii. Contract forms
   viii. Bidding forms
   ix. Annexure A & B
e) Statement of deviations from Bid documents (Form C).
f) General Information in the form prescribed (Form T-I) and Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed (Form T-II).
g) Attested Copy of Power of Attorney to submit Bid.
h) The name, background and professional experience of each key staff member to be assigned to the Proposed work, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the firm for at least six months (Form T-III).
i) Details of Machinery Equipment assessed as required for the Bided Work as well as those available as on date by name and chassis no. to be furnished, in the format prescribed (Form T-IV). Details about the capacity to keep the equipments in good fettle to be furnished.
j) Annual turnover format /financial capacity of Bidder (Form T – V)
k) Form of Bid and Appendix thereof (Form A).
l) Proposed Eco friendly Reagents/Detergents/Chemicals (Form-T-VI)
m) Proposed Indoor /Outdoor plants (Form T- VII). Wherever possible.
n) Copy of all the documents to satisfy the eligibility criteria
o) The undertaking from bidder for confirmation of the fulfilment of the eligibility criteria (refer clause 1.3 (a) of NIB).
p) All the addendums/amendments issued regarding this bid and uploaded by JMRC on the website.
q) Any order documents, contractor deem fit but not the financial Bid/BOQ.

**Note:** No price bid should be indicated at any place in the Technical Bid, otherwise the proposal shall be summarily rejected.

### 8.1.2 Financial /Commercial Aspects – Bill of Quantities

The financial bid which is part of techno commercial bid itself, being a single envelope bid, shall be submitted online through the prescribed website as per the instructions on the website therein. The prices shall be submitted online in the Financial Bid Format given as **FINANCIAL BID (BILL OF QUANTITIES)** of Bid enclosed. These prices should include all costs associated with the contract.

8.2 Documents to be submitted by the Bidders have been described under the respective Clauses 8.1 of ITB. This list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of the Employer shall not absolve the Bidders of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

8.3 All documents issued for the purposes of Bidding as described in Clause 1.2.4, and any amendments issued in accordance with Clause 6.0 shall be deemed as incorporated in the Bid.

8.4 In case of a joint venture/consortium, information as required under clause 2.2, in respect of each partner/company including Forms T-I to T-VII will be required to be furnished. Additional sheets may be used wherever necessary.

### 9.0 BID PRICES

9.1 The Bidders is required to quote for all the items as per Bid documents.
9.2 Price quoted by the Bidders shall be inclusive of all taxes/duties/levies etc. except bonus and service tax which shall be paid extra to the contractor as per statutory norms.

The rate and Prices quoted by the Bidders will include all tax liabilities and the cost of insurance, if any, to this contract and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labour only in accordance with the procedure specified in Special Conditions of Contract/General Conditions of Contract. The price adjustment provision will not be taken into consideration in Bid evaluation.

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

9.3 The Bidders shall keep the contents of his Bid and rates quoted by him confidential.
9.4 The rate quoted shall be reasonable and not unbalanced. If the Employer come across any unbalanced rates, he may require the Bidders 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 Bidders other safeguards to protect Employers interest against financial loss. If the Bidders fail to comply with this, his Bid shall be liable to be rejected by the Employer.
9.5 The Bidders shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

9.6 The successful Bidders should arrange for refund of taxes and duties paid or would have been paid to the fullest extent JMRC is entitled. All records for payment of sales tax on works contract, VAT, custom duty and Excise duties paid by the successful Bidders during execution of contract will be maintained to facilitate refund of taxes and duties for JMRC (if applicable). In case the amount of any of these taxes/duties actually paid and exemption availed by the successful Bidders is less than what has been indicated by them in their offer, the difference of the same will also be paid to JMRC. The effect of variation in quantities both +ve and -ve will be dealt separately.

10.0 CURRENCIES OF THE BID

10.1 Bid prices shall be quoted in Indian Rupees only.

11.0 BID VALIDITY

11.1 The Bid shall remain valid and open for acceptance for 90 days from the date of submission of Bid.

11.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer/the Engineer may request the Bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid security. A Bidders agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security correspondingly.

12.0 BID SECURITY

12.1 The Bidders shall furnish bid security amounting to Rs. 41,789/- as per RTPPR 42.

12.2 The Bid security will be in the form of Demand Draft/Bankers cheque in the name of “Jaipur Metro Rail Corporation” payable at Jaipur. Bank Guaranty having validity of 120 days from date of submission of Bid may also be submitted as Bid security.

12.3 Any Bid not accompanied by an acceptable Bid security will be summarily rejected by Employer/Engineer considering the bid as non-responsive.

12.4 The Bid securities of unsuccessful Bidders shall be discharged/returned by the Employer as promptly as possible as within 30 days after the expiration of the period of Bid validity as defined in Clause 11.0. In this connection, Clause 25.3 may also be referred to.

12.5 The Bid security of the successful Bidders shall be returned upon the Bidders executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 27.0

12.6 The Bid security shall be forfeited:

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

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

13.0 FORMAT AND SIGNING OF BIDS

13.1 If the Bid is submitted by a proprietary firm it shall be digitally signed by the proprietor above his full name and the full name of his firm with its current address.

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

13.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Bid.

13.4 The documents are required to be submitted by the Bidders will be as described under clause 8.0 herein.
13.5 Each page of such document should be digitally signed in full at the bottom by person submitting the Bid along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the Bid along with the date of initialing.

13.6 The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Bidders. All amendments/corrections shall be initialed by the person signing the Bid.

13.7 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

14. SEALING AND MARKING OF BIDS
14.1. Online bids will have to be digitally signed and submitted in a time stamped electronic sealed box on http://eproc.rajasthan.gov.in.

14.2. PREPARATION FOR ONLINE SUBMISSION:
14.2.1. To participate in online bidding process, bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

14.2.2. The bidder should get himself registered on procurement portal (https://eproc.rajasthan.gov.in) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of the Bid Document from this site.

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

14.4. PRE-BID/PRE-BID CONFERENCE
14.4.1. A Pre-Bid conference shall be held on the date and location given in the NIB.

14.4.2. The purpose of conference will be to clarify issues and to answer the question on any matters that may be raised at that stage.

14.4.3. The Bidder is requested to submit any question in writing or fax or email, to reach the employer not later than the last date of seeking clarification as mentioned in key details.

14.4.4. The text of the questions raised by the Bidders and the response given will be transmitted without delay to all purchasers of the Biddocuments. Any modification of Bid documents, which may become necessary as result of the Pre Bid Conference, shall be made by the employer exclusively the issue of an Addendum/clarification/corrigendum.

14.4.5. Non attendance at the Pre-bid/Pre-bid meeting will not be a cause for disqualification of a Bidder.

14.4.6. Any queries may be solicited in regard to bid, except to the topic of pre bid conference, from

AEn(Traction and E&M)
3rd Floor, Admin Building, Metro Train Depot,
Bhrigu path, Mansarovar, Jaipur – 302020
Contact no.-7728895320

15. SUBMISSION OF BIDS
15.1. The Bid will be submitted online in single cover system at website http://eproc.rajasthan.gov.in. In no case Bid will be submitted physically.

15.2. ONLINE SUBMISSION :-
15.2.1. Bidders shall submit their Bid in electronic format digitally signing the same. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for Technical and Financial Documents. The Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form, E-Bid Processing Fee & Bid Security). However, the original financial instrument for Cost of Bid Form, E-Bid Processing Fee & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIB.

Executive Director (Traction and E&M)
3rd Floor, Admin Building, Metro Train Depot,
Bhrigu path, Mansarovar, Jaipur – 302020

15.2.2. All pages of bid document and the addendums/amendments uploaded by the JMRC on the website http://eproc.rajasthan.gov.in shall be deemed to have been initialled and accepted by the persons signing the bid when they submit their electronic bid.

15.2.3. The documents listed in ITB along with the addenda uploaded till the date of bid submission, shall be filled by the Bidder to bind the Bidder to the contract. All the pages of the bid and documents shall be digitally singed.

15.2.4. The uploaded documents for bid or earnest money or bid fee or processing fee or any other document required for e-biding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.
15.2.5. Utmost care be taken to name the files/documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. All bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialled/initialled and dated, may be liable to rejection.

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

15.2.7. The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

16.0 LATE BID

16.1 Any bid after prescribed date and time as per NIB, will not be received on website. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

BID OPENING AND EVALUATION

17.0 BID OPENING

17.1 The bid will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of bid online also. The bid is single stage.

17.2 Preliminary Examination of Bids, the contents of the Techno Commercial Bid, documents of the individual Bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any Bid not conforming to any of these requirements may be disqualified forthwith at the discretion of JAIPUR METRO RAIL CORPORATION.

18.0 PROCESS TO BE CONFIDENTIAL

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

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

18.3 CLARIFICATION OF BIDS

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

20.0 DETERMINATION OF RESPONSIVENESS

20.1 Prior to the detailed evaluation of Bids, the authorised committee of JMRC will determine whether each Bid is responsive to the requirements of the Bid documents.

20.2 For the purpose of this Clause, a responsive Bid is one which confirms to all the terms, conditions and specifications of the Bid documents without material deviation or reservation. “Deviation” may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidders under the Contract, or which limits in any substantial way, the Employer's rights or the Bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.

20.3 If a Bid is not substantially responsive to the requirements of the Bid documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Bidders by correction or withdrawal of the non-conformity or infirmity. However, minor clarification if required may be asked from the Bidders.
20.4 The decision of the Engineer/Employer as to which of the Bids are not substantially responsive or have impractical / methods or Programme for execution shall be final.

21.0 EVALUATION OF BID

21.1 The Employer will, keeping in view the contents of Clause 1.3 and 8.1.1, carry out Techno Commercial Evaluation of submitted Techno Commercial Bid to determine that the Bidders has a full comprehension of the work of the contract. Where a Bidders Techno Commercial proposals submitted has a major inadequacy his Bid will be considered to be non-complaint and will be rejected.

21.2 Technically acceptable Bids will be eligible for further consideration of financial part of their bid.

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

   a. Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0

   b. Such other factors of administrative nature as the Employer/Engineer may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

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

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

21.6 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

21.7 The duly authorized Engineer / Committee reserves the right to ask for submission of the source of procurement for the materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JAIPUR METRO RAIL CORPORATION shall be at liberty to forfeit the said earnest money absolutely.

21.8 The Bid Evaluation Committee or Procuring Entity if desires, may enter into negotiation as per section 15 of the RTPP Act as per procedure.

21.9 Procuring Entity if desires, reserves the Right to vary quantity as per section 73 of the RTPP Act as per procedure.

22.0 CORRECTION OF ERRORS

22.1 While opening the bid ,the authorized Bid opening committee of JAIPUR METRO RAIL CORPORATION, Jaipur (Employer/Engineer ) will deal the errors in price bid ,if any as under:
a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

22.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected and the Bid Security forfeited.

**AWARD OF CONTRACT**

**23.0 AWARD CRITERIA**

23.1 Subject to Clause 9.3 and 21.0, the Employer will award, the Contract to the Bidders, whose Bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the Bid documents.

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

24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or issue of LOA or as per RTPP Act and Rules

**25.0 NOTIFICATION OF AWARD**

25.1 Prior to the expiry of the period of Bid validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful Bidders through email to be confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called the Contract Price'). The “Letter of acceptance” will be sent in duplicate to the successful Bidders, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within three days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

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

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

**26.0 SIGNING OF AGREEMENT**

26.1 The Employer shall prepare the Agreement in the Performa (Form E) included in this Document, duly Incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance, the successful Bidders will be required to execute the Contract Agreement (or just after clearance of performance guarantee by bank).

**27.0 PERFORMANCE SECURITY**

27.1 Within 10 days of receipt of the letter of Acceptance the successful Bidders shall furnish performance Security as per clause 75 of RTPP Rules 2013. If bidder choose to submit BG as performance security, the form of Bank Guarantee should be as per Form D of ITB.

The Bank guarantee (BG) submitted by the contractor should be sent to ED (Traction and E&M), JMRC Room no. – 322, 3rd Floor, Admin Building, Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur - 302020 by the issuing bank under Registered Post.

27.1.1 In case the original BG is submitted through the contractor, the issuing bank should requested to immediately send by Registered Post an unstamped duplicate copy of the bank guarantee directly to ED (Traction and E&M), JMRC Room no. – 322, 3rd Floor, Admin Building, Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur - 302020.

**28.0 Cancellation of Letter of Acceptance (LOA) and Form of Bid**

28.1 In case successful Bidders fails to commence the work (for whatsoever reasons) as per terms and conditions of Bid after issuance of LOA then the LOA shall be cancelled and the Bid security shall be forfeited.
## CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

### COMPILED FROM THE PROVISIONS IN THIS VOLUME

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Document</th>
<th>No. of sets to be submitted</th>
<th>Reference to Clause No. of Instructions to Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid documents including addendums/amendments</td>
<td>One in Original</td>
<td>8.1.1</td>
</tr>
<tr>
<td>2</td>
<td>Power of attorney for individuals signing on behalf of Company/Firm or Power attorney in favour of the leading member of Joint venture/Consortium</td>
<td>One in Original</td>
<td>13.0</td>
</tr>
<tr>
<td>3</td>
<td>Bid cost instrument (Non refundable) (in case of downloaded bid)</td>
<td>One in Original</td>
<td>1.1 &amp; 8.1.1 (a)</td>
</tr>
<tr>
<td>4</td>
<td>Bid security instrument</td>
<td>One in Original</td>
<td>8.1.1 (b) &amp; 12.0</td>
</tr>
<tr>
<td>5</td>
<td>Bidder’s work schedule (Annexure A), certificate (Annexure B)</td>
<td>One in Original</td>
<td>8.1.1 (d) (vi)</td>
</tr>
<tr>
<td>6</td>
<td>Form T-I to Form T-VII</td>
<td>One set in Original</td>
<td>8.1.1</td>
</tr>
<tr>
<td>7</td>
<td>i. PAN No. as per Income tax act and copy of PAN Card ii. Sales Tax Clearance certificate/VATCC and registration with contract cell of Sales Tax Department as per “Rajasthan Sales Tax Act” i. PF registration No. ii. ESI Registration No. Code No as per ESI Act. iii. Service Tax registration No. iv. Labour registration if any</td>
<td>Self Attested Copy</td>
<td>8.1.1 (c)</td>
</tr>
<tr>
<td>8</td>
<td>Statement of deviations from Bid Documents (Form C)</td>
<td>One in Original</td>
<td>8.1.1 (e) &amp; 20.2</td>
</tr>
<tr>
<td>9</td>
<td>Form of Bid and Appendix thereof (Form A)</td>
<td>One in Original</td>
<td>8.1.1 (k)</td>
</tr>
<tr>
<td>10</td>
<td>Copies of all the documents to satisfy the eligibility criteria</td>
<td>Self Attested Copies</td>
<td>8.1.1 (n)</td>
</tr>
<tr>
<td>11</td>
<td>Undertaking regarding eligibility criteria</td>
<td>One set</td>
<td>8.1.1 (o)</td>
</tr>
<tr>
<td>12</td>
<td>Any order documents, contractor deem fit but not the financial Bid</td>
<td>Self Attested Copies</td>
<td>8.1.1 (q)</td>
</tr>
<tr>
<td>13</td>
<td>Bill of Quantities</td>
<td>One in Original</td>
<td>8.1.2 &amp; 8.2</td>
</tr>
</tbody>
</table>
INDEX ON
PROFORMA OF FORMS

1. PROFORMA OF FORMS GENERAL

   (Items (iv) (v) applicable only for successful Bidders)

   FORM
   i. Form of Bid with Appendix A
   ii. Performa for Statement of Deviations C
   iii. Form of Performance Security (Guarantee) by Bank D
   iv. Form of Agreement E

2. PROFORMA OF FORMS - QUALIFICATION PARTICULARS

   FORM
   i. General Information T-I
   ii. Experience Record T-II
   iii. Resources Proposed for the Work-Personnel T-III
   iv. Resources Proposed for the work-Machinery Equipment T-IV
   v. Financial Data T-V
   vi. Eco friendly detergents/reagents proposed for the work T-VI
   vii. Proposed Indoor/Outdoor plants T- VII
FORM OF BID

Note
i. The Appendix forms 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: "Open e-Bid for Housekeeping work for RSS of JMRC and providing services of Drivers for Emergency vehicle/Breakdown vehicle".

To,

ED (Traction and E&M), JMRC
Room no. – 322, 3rd Floor, Admin Building,
Metro Train Depot, Bhrigu 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 amount indicated in BOQ.

2. We acknowledge that the Appendix forms an integral part of the Bid.

3. We undertake, if our Bid is accepted, to commence the work within 10 days of issue of the LOA to complete the whole of the works in the contract up to 2 Years contract period which may be extended further on the basis of performance of contractor to be reviewed after 2nd year as per conditions of contract.

4. If our Bid is accepted, we will furnish at our option a Performance security for the due performance of the Contract. The amount and form of such security will be in accordance with Clause 4.2 of the General Conditions of the Contract.

5. We have independently considered the Clauses 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 90 days (for subsequent years, as per clause 11.0 of ITB) 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................. 2017

Signature

Name..............................................................................................................in the capacity of.................................................................duly authorised to sign Bids for and on behalf of ..............................................................

Address ...........................................................................................................

Witness -

Signature ....................................................................................................

Name ...........................................................................................................

Address ......................................................................................................

Occupation .................................................................................................
APPENDIX TO THE FORM OF BID

Condition of
Contract/
Clause No.

i. Amount of Bank Guarantee as Performance Security
   Clause 27 of ITB/clause 4.2 of GCC

ii. Contract Period from the date of issue of LOA
    As per NIB

iii. Penalty for Non completion of work or poor quality of work
    Clause 15.4 of SCC

Signature of authorized
Signatory on behalf of Bidders

Date...................................................

Name ..................................................

Place.................................................

Address ......................................................
**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remarks (including justification)</th>
<th>Price adjustment for withdrawal of each deviation/s</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following are the particulars of deviations from the requirements of the “Instruction to Bidders”, “General Condition of Contract” and “Special Conditions of Contract”.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remarks (including justification)</th>
<th>Price adjustment for withdrawal of each deviation/s</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Bidders**

**NOTE**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating „No Deviations”.

2. The Bidders shall indicate price adjustment against each deviation, which he shall like to add to the Bid price for withdrawing unconditionally his deviations if the same are unacceptable to the Employer.
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK
(Refer Clause 27.0 of “Instructions to Bidders”)

1. This deed of Guarantee made this day of __________ 2017 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 _______________________________ of Jaipur Metro Rail Corporation (hereinafter called “the Contract”) to M/s ______________ (Name of the Contractor) (hereinafter called “the Contractor”)

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

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

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

6. This Guarantee is valid for a period of 30 Months from the date of signing of the agreement.

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the ____________ day of _______ (Month) 2017 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 .................................
This Agreement is made on the ______ day of ___________2017 Between Jaipur Metro Rail Corporation Limited, Khanij Bhawan, Tilak Marg, C- Scheme Jaipur- 302005 hereinafter called “the Employer” of the one part and ___________________ (Name and Address of Contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that certain Works should be executed, viz “Open e-Bid Housekeeping work for RSS of JMRC and providing services of Drivers for Emergency vehicle/Breakdown vehicle” of Jaipur Metro Rail corporation Limited hereinafter called “the Works” and has accepted a Bid by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remediing of defects therein.

Now THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

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

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **________ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs________ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

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

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

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

For and on behalf of the Contractor

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

**SIGNED, SEALED AND DELIVERED**

By the said ____________________________
Name ____________________________
on behalf of the Contractor in the presence of Witness ___________________
Name ___________________
Address____________________________

By the said ____________________________
Name ____________________________
on behalf of the Employer in the presence of Witness ___________________
Name ___________________
Address____________________________

Note :

* To be made out by the Employer at the time of finalization of the Form of Agreement.

** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
GENERAL INFORMATION

Notes:

(i) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.

1. Names of participating members
   (a) .............................................

2. Address, telephone, telefax, cable numbers
   Registered Office Office for correspondence
   (a) .............................................
   (b) .............................................
   (c) .............................................

3. Contract person’s address, telephone etc.
   (a) .............................................
   (b) .............................................
   (c) .............................................
EXPERIENCE RECORD

1. Details of contract regarding housekeeping etc.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Period</th>
<th>Details of work handled</th>
<th>Total Cost of work in Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>

Notes:

(i) Details submitted in any other Performa will not be considered.

(ii) The details of work including the cost of the work should be supported by self attested copy of each client’s Letter of acceptance along with BOQ/work orders issued by an authorized officer along with their successful completion certificate provided by client’s.

(iii) Additional pages may be attached if required.

(iv) All the pages must be signed by the authorized signatory of the Bidders.
### Deployment of Min. No. Personnel for the Cleaning Housekeeping for Mansarovar RSS

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Category</th>
<th>Min No of Personnel required (Per Day)/RSS</th>
<th>To be filled by Bidders</th>
<th>Relevant Years of Experience in Cleaning Housekeeping &amp; Gardening</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Personnel proposed to be deployed by Bidders (Per Day)/RSS</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>House Keepers (Skilled)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Gardener (Skilled)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Supervisor staff (Highly Skilled)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Deployment of Min. No. Personnel for the Cleaning Housekeeping for Sindhi Camp RSS

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Category</th>
<th>Min No of Personnel required (Per Day)/RSS</th>
<th>To be filled by Bidders</th>
<th>Relevant Years of Experience in Cleaning Housekeeping &amp; Gardening</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Personnel proposed to be deployed by Bidders (Per Day)/RSS</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>House Keepers (Skilled)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Gardener (Skilled)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Supervisor staff (Highly Skilled)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Deployment of Min. No. Drivers

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Category</th>
<th>Min No of Drivers required (Per Day)</th>
<th>To be filled by Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Personnel proposed to be deployed by Bidders (Per Day)</td>
</tr>
<tr>
<td>1</td>
<td>Heavy Vehicle Drivers (highly skilled)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE-**

a. 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.

b. In order to achieve a very high standard of cleaning Housekeeping, if required, more no. of personnel than the min. no. of personnel as mentioned above can be deployed. However, the Deployment of personnel shall never be less than the min. no. of personnel to be deployed as mentioned above.

c. The Min. No. of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the dayas specified by JMRC.

d. 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.

e. Mobile phone should be provided by Bidders to Drivers, supervisor which have incoming & Outgoing facility for which nothing shall be paid extra.

f. The work days include off days, Holidays etc for which nothing shall be paid extra.
Resources for the works - Machinery & Equipment (Refer Cause 8.1.1)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Machinery Equipment</th>
<th>Nos. Available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE:

1. Capacity of the machinery, equipment shall be such as to enable to achieve a very high standard of Cleaning & Housekeeping in the Receiving Substation.

2. The necessary machinery/equipments like non-metallic ladders, vacuum cleaners, blowers, wipers, spray machines, mops, dustbins, high pressure jet shell be provided by the contractor in each RSS in suitable quantities and qualities as per site requirements.

3. Above machinery and equipments are only indicative. Bidders will have to submit a detail list of machinery/equipments to be used.
FINANCIAL CAPACITY OF BIDDER
(Refer Clause 8.1.1)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Year</th>
<th>Turnover (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Year 2014-15</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Year 2015-16</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Year 2016-17</td>
<td></td>
</tr>
</tbody>
</table>

Note: Turn over Proof as per clause 1.3 (c) enclosed.

Date
Place

Signature
Name
Seal of Authorized Signatory

Page 33 of 61 Authorised Signatory
# FINANCIAL DATA
(Refer Clause 8.1.1)

<table>
<thead>
<tr>
<th>Name of the applicant (constituent member in case of Group)</th>
<th>Total number of works in hand</th>
<th>Number of contracts of each type</th>
<th>Number for which applicant went in for</th>
<th>Number of contracts in which date of completion given in the original has already burst</th>
<th><strong>Total value of balance works yet to be done in Rupee equivalent as on 31/03/2017</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td><strong>2015-16</strong></td>
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<td>2016</td>
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<td></td>
<td></td>
<td>2017</td>
</tr>
</tbody>
</table>

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

** This figure should also include the year-wise break-up of part value of works to be executed in the two years period (2014-2015) even if completion of such works spills over beyond this two years period (2015-2016).
ECOFRIENDLY DETERGENTS /REAGENTS (INDICATIVE) PROPOSED FOR THE WORK
(Refer Clause 8.1.1)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Type of Cleaning</th>
<th>Proposed detergent/Reagent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hard surface floor cleaning</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bath Room /Toilets floor cleaning</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Disinfectants for Bath room /Toilets</td>
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<td>4</td>
<td>Vertical finishes of different types like</td>
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<tr>
<td>5</td>
<td>Granite/Marble/ steel plate cladding etc.</td>
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<tr>
<td>6</td>
<td>Glass surfaces etc.</td>
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<tr>
<td>7</td>
<td>Steel surfaces</td>
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<tr>
<td>8</td>
<td>Aluminum surfaces</td>
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<tr>
<td>9</td>
<td>Room Fresheners</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pest Control</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Cockroaches</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Mosquitoes</td>
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</tr>
<tr>
<td></td>
<td>c. Lizards</td>
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<td></td>
<td>d. Flies</td>
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<td></td>
<td>e. Ants</td>
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<td></td>
<td>f. Other flying/Crawling pests</td>
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<td></td>
<td>g. Rodent control</td>
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</tbody>
</table>

NOTE :-Above Chemicals/Reagents are only indicative. Successful Bidders will have to submit a detailed list of chemicals/reagents with material safety data sheets for approval by the JMRC duly indicating the application of such chemicals/reagents.
# Indoor / Outdoor Plants
(Refer Clause 8.1.1)

<table>
<thead>
<tr>
<th>S.No</th>
<th>SPECIFICATION</th>
<th>QUANTITY TO BE DISPLAYED</th>
<th>SIZE OF CEMENT CONCRETE POTS</th>
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SECTION -5
SPECIAL CONDITIONS OF CONTRACT

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PART I Special Conditions of Contract (General)

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<td>Coordination With Other Contractors.</td>
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<td>11.</td>
<td>Housing Facilities</td>
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<td>Submittal by successful Bidders and Commencement of work</td>
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<td>28.</td>
<td>Contractor shall be responsible for insurance cover under the following requirements</td>
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<td>29.</td>
<td>Bidders shall give their offer for two years as per schedule of quantity</td>
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<tr>
<td>30.</td>
<td>Staff and Labour</td>
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PART 2

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cleaning House- keeping operations timings</td>
</tr>
<tr>
<td>2.</td>
<td>Cleaning materials/ detergents/ reagents</td>
</tr>
<tr>
<td>3.</td>
<td>Cleaning House- keeping machineries/ equipments etc.</td>
</tr>
<tr>
<td>4.</td>
<td>Cleaning House- keeping personnel</td>
</tr>
<tr>
<td>5.</td>
<td>Communication facility</td>
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<td>6.</td>
<td>Cleaning procedures</td>
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<tr>
<td>7.</td>
<td>Supply maintenance of Indoor plants/ Outdoor plants/ Flower pots etc.</td>
</tr>
<tr>
<td>8.</td>
<td>Accidents</td>
</tr>
<tr>
<td>9.</td>
<td>Safety Display of Signage</td>
</tr>
<tr>
<td>10.</td>
<td>Consumables to be supplied by the Contractor</td>
</tr>
<tr>
<td>11.</td>
<td>Uniform, Name badges Photo Identity cards</td>
</tr>
</tbody>
</table>
1.0 SPECIAL ATTENTION

1.1 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. Clause 23.0 and 24.0 of “Instructions to Bidders” may be referred to in this connection.

1.2 Rates should be quoted in 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.

2.0 RIGHT OF WAY

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

3.0 COORDINATION WITH OTHER CONTRACTORS

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

4.0 SUFFICIENCY OF BID

4.1 The Bidders shall be entirely responsible for sufficiency of rates quoted by him in his Bid.

4.2 The Contractor (Successful Bidders) shall be paid for only at quoted/accepted rates for the activities given in the schedule of work “Annexure” - A.

5.0 NOTICES AND INSTRUCTIONS

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

6.0 RESPONSIBILITY FOR SPECIFICATIONS

6.1 Specifications

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

7.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

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

8.0 USE AND CARE OF SITE

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

8.2 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 contractor at his cost. The transportation for disposing the debris shall also be arranged by the contractor. The Waste disposal shall be done in sealed condition without affecting the Environment. Each dustbin shall have a polythene cover kept inside will be emptied when it is full in a bigger Dust Bin. Bigger dustbins shall be Sealed Transported to MCD location, where they are emptied. Spare Dustbins shall be kept for rotation.

8.3 All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

8.4 All Electrical and Electronic equipments shall be cleaned under the supervision of an authorized representative of JMRC.

8.5 The contractor shall clean only these areas of the Electrical / Electronic other specified equipments which are either mentioned in the specifications or are permitted by the Employer or mentioned by the authorized representative of the Employer.
8.6 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.

9.0 DUTIES, TAXES, OCTROI, ROYALTY ETC

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 service tax which shall be quoted separately as per BOQ. Bonus to the labour shall also be paid extra as per norms on reimbursement basis.

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.

10.0 SALES TAX CLEARANCE/VAT CERTIFICATE

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

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

11.0 HOUSING FACILITIES

11.1 The Contractor shall have to make his own arrangements for housing facilities for his staff

12.0 SUPPLY OF WATER AND ELECTRICITY

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

12.2 The contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points. The contractor shall tap the Electricity as per IE Rules IE Act (Latest) duly following all safety precautions. The contractor shall submit full scheme for the requirement of Electricity and water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements / alternative arrangements.

12.3 The Contractor should make his own arrangements to draw the water from the available water point to the working place in such a manner without affecting the premises.

12.4 The Contractor should make his own arrangements for Electricity and Water if the Employer fails to provide Electricity and Water supply due to technical or any other reasons beyond the control of the Employer.

13.0 ACCESS ROADS AND HAUL ROADS

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

13.2 The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor’s plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.

14.0 DEDUCTIONS TO BE MADE FROM CONTRACTORS BILL

14.1 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.

15.0 CLEANING & HOUSE KEEPING PROGRAMME

15.1 The Contractor shall prepare and submit his detailed working programme. As per the frequency shown in Schedule of work Annexure A.

15.2 The period of contract is as mentioned in BOQ from the date of commencement of the work.

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

15.4 Penalty

15.4.1 Penalty for poor quality of work shall be imposed subject to max. of 10 % of Contract value. The decision regarding Penalty & Imposing Penalty shall be of JMRC. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.
15.4.2 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 10% penalty levied for poor performance.

15.4.3 Supervisor, cleaning & Housekeeping staff, gardener and driver are found absent or short, a deduction at the rate of equivalent to daily wage plus Rs 100/- per employee per day will be charged subject to the actual execution, completion and quality of work.

15.4.4 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 contractor will be debarred from JMRC for participation in the similar category of works.

15.4.5 If during inspection, the workers are not found in uniform, a penalty of Rs.50 per employee per day will be imposed.

15.4.6 In case of unavailability of proper machinery and plants, cleaning material, dustbin and consumables, pest control and rodent control, penalty up to Rs. 300.00 per day will be imposed.

15.4.7 In case of any damage done by any of the worker 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.

15.4.8 In case disposal of cleaning waste is not done by the contractor at the prescribed Jaipur Municipal Corporation (JMC) site, a penalty of Rs.500/- per incident will be imposed.

15.4.9 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.

15.4.10 The Contractor shall co-ordinate his programme to the extent feasible with the programmes of other contractors to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall programme.

15.4.11 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. If the contractor failed to provide documentary proof of payment of bonus as stipulated within one month, then bonus amount shall be deducted from the monthly bill.

16.0 SECURITY MEASURES
16.1 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.

16.2 Contractors employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots other safety/protection wear as directed by in charge, and to be provided by the Contractor. Badges shall identify the Contractor and show the employees name and number and shall be worn at all times while at site.

16.3 All vehicles used by the Contractor shall be clearly marked with the Contractors name or identification mark.

16.4 Only authorized staff of Contractor having proper photo Identity Card issued by the contractor and with Permission granted by JMRC, shall be permitted to work for contract for cleaning and housekeeping of receiving substation (RSS) at Mansarovar& Sindhi Camp.

17.0 ECOLOGICAL BALANCE
17.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.

a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Contractors expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.

b) All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Contractors cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the In-charge. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term injury shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractors expenses.

c) In the conduct of cleaning activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.

17.2 Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.

17.3 Contractor shall use Environmental friendly chemical / detergents / reagents. For the purpose of Cleaning house keeping to the extent Possible.

17.4 Contractor shall submit Material safety data sheets shall follow the instructions written in material safety data sheets. The handling Storage of materials shall also be done as per materials safety data sheets.
18.0  **RESOURCES REPORT**

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

19.0  **BRIEF SCOPE OF WORK**

Brief scope of work is as mentioned in Section-II of Bid document i.e.”Scope of work”.

20.0  **PROGRAMME OF WORK**

20.1  The programme of work is as mentioned in clause 2.2 of Section-II of Bid document i.e.”Scope of work”.

21.0  **PAYMENT**

21.1  For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.

21.2  The contractor shall submit certified copies of vouchers showing quantity of cleaning and consumables brought to site for in charges record.

21.3  If any activities not carried out as per the schedule of work the proportion amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor’s bill. In addition the applicable penalty will be levied as per Clause No.15.4 of SCC.

21.4  The contractor shall submit necessary documents and Bill in the standard format for payment.

22.0  **CONTRACTORS OFFICE**

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

23.0  **NOISE AND DISTURBANCE/POLLUTION**

23.1  All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

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

24.0  **ADVANCES**

No advances shall be paid to the Contractor

25.0  **PRICE VARIATION CLAUSE**

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.

26.0  **Cleaning House keeping Records:**

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

b) Deployment of Man-Power in morning & evening shift.

c) Availability of Machines.

d) Utilization of machines

e) Stock details utilization of Chemicals / Reagents.

f) Details of cleaning housekeeping activities carried in each shift as per Cleaning housekeeping schedule of work.

g) Monthly summary of work carried out as per schedule of work.

Monitoring booklets which will be kept in the Receiving Substation. These booklets will be also signed by the representative of the Employer. An attendance register will also be kept in the Receiving Substation.
27.0 **SUBMITTAL BY THE SUCCESSFUL BIDDERS AND COMMENCEMENT OF WORK**

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

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

a) Name in full  
b) Fathers name  
c) Date of Birth  
d) Present Address  
e) Permanent Address  
f) Educational Qualification  
g) Cleaning Housekeeping experience  
h) Any other experience  

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

27.2 The list of Chemicals/Detergents/Reagents/Disinfectants Pesticides which should be environment friendly to the extent possible along with their applications and Material safety Data sheets are required to be submitted for approval.

27.3 Detailed Cleaning and Housekeeping procedures for all Cleaning and Housekeeping which shall contain the following but not limited to:-

a. Step by step procedure.  
b. Details of machinery and Equipment, Ladders, Elevated platforms, Mops, special cleaning equipment etc to be used.  
c. Details of Chemicals/Reagents/Detergents/Pesticides/Disinfectants to be used.  
d. However, the successful Bidders shall commence the work within 7 days from the date of issue of letter of acceptance irrespective of approval of the same by the Employer.

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

a) 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.  
b) 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 sub clause 29.1) which may arise out of the performance of the contract. The insurance shall be at least for the amount of Rs. 100000/- for each incident. (CAR policy is not required for housekeeping work).

29.0 **Bidders shall give their offer for two years as per schedule of quantity.**

30. **STAFF AND LABOUR**

30.1 **Rates of Wages and Payment of Wages**

30.1.1 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.rajlabour.nin.in/

30.1.2 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.

30.1.3 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.
30.2. Labour Law & Obligation of Contractor

30.2.1. 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) Providing First Aid Facilities to contract workers at work sites,
   d) Maintain Register of workmen employed
   e) Issue employment card to contract workers
   f) Issue service certificate
   g) Maintain Muster Roll, Wage Register, Deduction Register and Overtime Register
   h) Send half yearly return
   i) Regular health checks up of contract workers and maintaining health register under BOCW Act.
   k) To ensure treatment in case of accident/ injuries suffered in performance of work including wages and compensation under WC Act.
   l) Send Accident report to Regional Labour Commissioner (RLC).
   m) To provide personal protection equipment viz. helmet, boots, reflective jackets at its own cost.
PART- 2

SPECIAL CONDITIONS FOR CLEANING AND HOUSE KEEPING

Cleaning materials/detergents/reagents:

2.1 Cleaning materials/detergents/reagents shall be used to suit the required cleaning operations. In many cases it may happen that, Employer gives the particular reagents/detergents details, which are required to be used for particular items. The contractor will have to follow the same. In such cases contractor may also suggest alternative equivalent material provided, the material as mentioned by employer, if any is not readily available. In such cases the contractor should obtain prior approval from the employer.

2.2 The environmental friendly cleaning reagents/detergents to the extent possible to be used for cleaning house keeping operations. These should be free from chemical reactions, odourless and should not affect to Commuters, Employees, materials equipment etc. Employer’s approval should be obtained before using the cleaning detergents/reagents materials. The contractor shall submit the final list of Eco friendly

2.3 Reagents/detergents/chemicals with all the necessary Technical details Test reports which are needed for approval within 3 days of awarding of contract. The Contractor will also submit details of Disinfectants, chemicals/pesticides for pest control/Rodent control with full technical details within 3 days for approval. Employer has a right to alter the given approval any time during the period of contract.

3.0 Cleaning and housekeeping Personnel:

The personnel deployed for the cleaning housekeeping operations should be qualified and trained in the relevant work and have the knowledge of safety procedures. The Personnel deployed should be covered with all statutory requirements at the cost of the contractor. The payment to house keeping staff be made through bank except in unavoidable circumstances.

4.0 Cleaning procedures:

4.1 In few cases it may happen that employer has provided cleaning house keeping procedures for particular equipments. The Contractor will have to follow the same. In certain cases, Cleaning House keeping operations may be required to be performed when such equipments are in operational condition or they are in energized condition. If employer does not give cleaning and housekeeping procedures, the contractor shall give the cleaning and house keeping procedures and the same shall be got approved by the Employer. Contractor shall submit the detailed Cleaning procedures for different type of Cleaning Housekeeping as mentioned in the Bid at various places.

4.2 All Electrical electronic equipments shall be cleaned under the supervision of an authorized representative of the JMRC.

4.3 The contractor shall clean only those areas of the Electrical/ Electronic and other specified equipments, which are either mentioned in the specification or permitted by the Employer or mentioned by the authorized representative of the Employer.

4.4 Before starting the cleaning and house keeping operations, detailed procedures including the deployment of staff, machines equipments etc. and the detergents/reagents to be used shall be submitted within 3 days from the date of issue of LOA.

4.5 Eco friendly cleaning detergents/reagents/chemicals shall be used with the approval of JMRC. Contractor shall ensure that availability of the cleaning Detergents/reagents chemicals etc, adequately. The proper records shall be maintained indicating the stock level of the cleaning detergents/reagents/chemicals etc on daily basis.

4.6 The successful Bidders/Contractor has to give a proposal as per Form T VII for the supply of Indoor Outdoor Plants for the approval of the Employer. Successful Bidders/Contractor will follow the specifications with regard to supply maintenance of Indoor/Outdoor plants maintenance of lawns. Necessary, Machines, Consumables, and Watering Pipes etc. will have to be arranged by the contractor. The Maturing is to be done as per the requirement. If the existing grass dies or gets deteriorated, the fresh Grass at the cost of contractor shall replant the same. One experienced Gardner shall be deployed for the maintenance of the plants lawn. The Indoor/Outdoor Plants Lawn shall always be maintained in good condition. If any plant/flower is not in good condition the same should be replaced immediately.

4.7 Good pots shall be provided for plants with a bottom plate to contain any seepage of water. The pots shall always be kept in polished condition. The minimum height of Indoor/Outdoor Plant shall be 2 feet. The minimum size of the pot shall be 10 inches.

5.0 Accidents:

5.1 It shall be the sole responsibility of the contractor to adopt all the safety measures deploy Cleaning personnel who are adequately trained in safety.
5.2 If any accident occurs within the Receiving Substations area due to cleaning, Housekeeping due to negligence on the part of the contractors personnel it shall be the full responsibility of the Contractor.

5.3 If any damage occurs to the structures/ material equipment due to Cleaning and Housekeeping operations, the cost of damage will be recovered from the contractor’s bill.

6.0 Safety display of Signage:

6.1 Contractor shall adopt the necessary safety procedures to avoid any type of accidents to passengers, Employers personnel, any other personnel to avoid damages to Receiving Substation.

6.2 The contractor shall display necessary signage with the approval of the Employer or his authorized representative. The type of signage will also be got approved from the Employer or his authorized representative. While carrying out the work, necessary signage shall be deployed.

7.0 Consumables to be supplied by the contractor:

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

a. Liquid soap in soap dispensers provided by the Contractor. Wherever soap dispensers are not available, contractor shall provide liquid soap with small soap dispensers as approved by the employer.

b. Toilet papers (tissues) to be supplied

c. Odomisers to be provided. odomisers to be fixed properly in bath rooms/toilets. Spray of this also to be done in each shift in rooms of Receiving Substation as specified by the Employer.

8.0 Uniforms, Name badges Photo identity cards:

All Supervisors, Drivers and Cleaning Housekeeping staff shall wear neat smart Uniform (Shirt, Pant, shoes etc.) (Safety shoes instead of normal shoes) with Firms logo. All Supervisors, Drivers, housekeeping and cleaning staff shall be provided with Name badges, Photo identity cards. A copy of the photo identity card will be submitted to the Employer having the 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. The contractor will have to get the Police verification done for all the Manpower deployed in this contract.

9.0 The Bid should quote the rates considering current minimum wages and VDA etc. Applicable at Jaipur.

10.0 Any Escalation in the minimum wages due to revision of wages, revision in VDA through government order/circulars etc shall be compensated by JMRC.

11.0 The above escalation clause is applicable only for labour component.

12.0 The Quantity as indicated in BOQ may vary by + / - 25% for which the rates as per Bid shall remain applicable. The quantity variable is applicable on duration of contract as well as per clauses of GCC.

13.0 All T&P consumers such as cotton waste, brushes, cleaning chemical shall be arranged by contractor. Nothing shall be paid extra.

14.0 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.

15.0 The JMRC shall have the right to make minor alteration/addition/substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized JMRC representative.

16.0 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.
SECTION-6  
SPECIFICATIONS FOR CLEANING HOUSE-KEEPING ACTIVITIES

The Cleaning House keeping of Receiving Substation buildings area should be carried out as per frequency given in Annexure- A by adequate no. of trained personnel and by using machineries equipments. The contractor may have to use the suitable cleaning washing Detergents/ Reagents etc. or as specified by JMRC.

A. CLEANING OF ARCHITECTURAL WORKS

1.0 Different types of floor area in all rooms of RSS at Mansarovar & Sindhi Camp.

Different types of Floors including skirting/dado provided in Different rooms of RSS building to be cleaned as per the frequency by using wet dry cleaning methods by deploying adequate trained personnel and cleaning equipments/ machines. The cleaning area should be kept neat tidy condition. All rooms are to be cleaned during non operational hours during shifts and as and when required. While cleaning no damage shall occur to the flooring, carpet, and equipments provided in the rooms.

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

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

3.0 Cleaning of doors/window frames shutters:

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

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

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

4.0 Cleaning of rolling shutters:

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

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

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

6.0 Cleaning of suspended ceiling:

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

7.0 Cleaning of Pavement:

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

8.0 Supply, Cleaning, watering maintenance of Indoor outdoor plants, flowerpots and Cleaning, watering maintenance of Lawns:-

Cleaning, Watering Maintenance of Lawns

a. The Lawn developed by Doob grass or any means to be maintained cleaned properly by using dry wet cleaning methods. Trimming of extra growth to be carried out as when required. The grass should not be destroyed due to improper cleaning methods or any means.

b. Regular watering shall be done to keep the grass always in good condition.

c. Manuring shall be done as per the requirement.

Whenever grass is destroyed the same area shall be replaced by fresh grass.
The rate quoted shall be inclusive of all labour/materials/cartage lead lifts/up keeping/maintenance like watering, manuring replacing of deteriorated grass by fresh grass etc. The contractor will have to provide watering pipes, pipe fittings etc. One experience gardener shall be deployed for the maintenance of lawns. up to the end of contract period.

The premises should not become dirty/Slippery while watering/maintaining the plants or lawns.

9.0 Cleaning of tree guards:
Tree guards wherever provided is to be cleaned by using suitable methods. The painted surface should not be deteriorated while cleaning.

10.0 Cleaning of Kerb Stones:
Kerb stones wherever provided should be cleaned by suitable method. It should be ensure that no Fungus formation/stains to be developed on the exposed surface of stone. The fluorescent sticker fixed/Paint applied to the kerbstone should not be deteriorated while cleaning.

11.0 Cleaning of Mirrors:
The mirrors should be cleaned neatly with suitable methods. The due care should be taken about the breakage of mirror or deterioration of its glassiness.

12.0 Cleaning of Ceramic Jalli / concrete blocks Jalli
The Ceramic jalli provided in the Receiving Substation building should be cleaned by suitable methods. Proper cleaning equipment/trained personnel to be used for cleaning as per frequency given in the schedule of work (Annexure A). While cleaning no portion of ceramic jalli/concrete Jalli destroyed and inconvenience to the commuter is to be caused.

13.0 Cleaning of Lighting Fixtures Accessories
All type of Lighting Fixtures (In-door as well as Outdoor) provided in various locations of Receiving Substations are to be suitably cleaned without affecting the Fixtures its accessories without causing a damages to them. The frequency of attention shall be as per the scope of work given in Bill of Quantities.

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

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

14.0 Cleaning of Fans-
All Type of Fans provided in various locations of the Receiving Substations building are to be cleaned as per the frequency given in schedule of work. While Cleaning, the fastening should not get loosened which supports the ceiling fans.

15.0 Cleaning of D.G. Sets Connected Equipments- N.A

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

17.0 Cleaning of All HT LT Equipments available in RSS:-
All HT LT equipments available in the ASS rooms are to be cleaned by using a suitable cleaning method. Only outer Louvers of the Equipment panels need to be cleaned by using Dry-Cleaning method. The cleaning has to be done in the presence of an authorized representative of the Employers or based on the permit given by the Authorized representative of the employer. Only Vacuum Cleaner will be used in cleaning of Electrical Equipment rooms.

18.0 Cleaning of all LT equipments available in LT switch room:-
All LT equipments available in LT switch room are to be cleaned. Only outer body portion without live portion needs to be cleaned by using a suitable Dry cleaning method. All safety precautions are to be used. No damage shall cause while cleaning such equipments. Only Vacuum Cleaner will be used in cleaning of Electrical Equipment rooms.
19.0 Cleaning of All Equipments available in UPS room

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

20.0 Cleaning of Equipments in Telecommunication room: - N. A

21.0 Cleaning of All Equipments available in Fire fighting room

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

22.0 Cleaning of All Equipments available in Pump room

23.0 Cleaning of Lifts: - N.A

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

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

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

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

26.0 Cleaning of Cable Trays, Cable Trench Covers etc:-

All types of Cable Trays, Cable Trenches covers etc are to be cleaned by using suitable cleaning method.

27.0 Cleaning of Telephones sets accessories:

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

28.0 Cleaning of Computers and accessories:

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

29.0 Cleaning of Signage boards/Notice boards:

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

30.0 Cleaning of furniture provided in all rooms/offices:

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

31.0 Cleaning of Office equipments

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

32.0 Supply and Cleaning of Dust bins:

a. The contractor shall supply adequate no. of small and Big transparent dust bins with the approval of the Employer.

b. Samples to be approved by Employer.

c. Each service room shall be provided with one or more dust bins of small size.

d. At various locations big dust bins with covers and plastic bag inside for waste collection shall be in adequate quantity.

e. Dustbins shall be cleaned as per the requirement on a Daily basis.

f. Adequate no. of spare dust bins shall be kept to replace damaged /dirty dust bins.
g. Very big size dustbins shall be provided in adequate nos. with covers to finally collect the waste/garbage. These dustbins shall be provided with a disposable plastic cover inside. Such dustbins should be sealed be emptied in the nominated MCD locations. The dustbins to be transported in sealed condition only. Spare dustbins shall be kept when dustbins are sent for waste disposal. The dustbins are to be kept in neat and clean manner should be cleaned and washed on daily basis.

33.0 Cleaning sanitation of Bathrooms Toilets:

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

The blockage in the Sewage/water supply pipes shall be attended immediately. The water leakage in pipefitting i.e. Taps, Bends, Valves etc. to be attended immediately. The Employer will supply the required fittings or contractor shall make his own arrangements with the approval of the Employer. The blockage / leakage or any type of attention required for Sanitary fittings like Washbasins, Cisterns, W.C. pans etc. to be made immediately. The washbasins, cisterns etc. if overflows due to blockage or due to any defects in the fittings should be attended immediately. The over flow in water tanks shall attend immediately. Contractor should take care about no water stagnation in the Receiving Substation premises due to leakage of pipes/overflows spillage of water.

34.0 Pest control:

Pest Control to be carried out as per frequency.

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

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

Dengue Malaria control

Disinfection

Honey Bee control

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

Household Rodent, Climbing rats, sewer rats, Bandit coots

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

Mosquito Control: once in a month and as when required

Any extra treatment which is necessitated due to ineffectiveness of scheduled treatment, will not be payable.

Performance monitoring by the firm /contractor once in a week. In case if Pest control is done by the firm, the firm representative should visit once in a week to monitor the performance & effectiveness of the treatment.

The Pesticides used should be environmental friendly. It should not cause any harm to the man and material, materials etc.

Pest control shall be carried out in the Non-operational hours.

Material safety data sheets shall be submitted in fraction shall be followed.

35.0 Removal /disposal of garbage/debris/waste:

The collected garbage/debris/waste shall be disposed off to the MCD approved locations in closed condition without causing inconvenience to anybody. The contractor shall submit necessary procedure for removal / disposal of garbage/debris/waste for approval. The garbage /debris/waste may be required to be disposed several times in a day

36.0 Cleaning of Drainage System of entire Building premises

The drains provided at different locations i.e. Sub surface drains along the service roads etc. to be cleaned regularly and ensure that no blockage of water should occur. If any blockage occurs, it should be removed immediately disposed off to the approved MCD locations. While cleaning proper care should be taken to avoid any accidents. If it happens to clean the Platform drains during operation hours, work should be carried out with the permission of the Employers authorized person and necessary Safety Signage should be provided. While removing the cover slabs proper care should be taken so that no cover slabs should be broken and the cover slab should be put back after the completion of cleaning work.
37.0 Cleaning of Overhead tank/underground water tanks

Cleaning of Overhead tank/ underground water tanks, wherever provided in the Receiving Substation area shall be cleaned with suitable cleaning agents and fresh water. The necessary arrangements shall be made to empty the water from the underground water tank. The cleaning of water tank shall be done with the approval of Employers authorized representative. No residual of cleaning agents should be left in the water tank after completion of cleaning.

38.0 Cleaning, housekeeping work in the store (covered & open both).

Cleaning and housekeeping work in the store (covered & open both) in both the RSS.
### Schedule of Cleaning and House keeping Items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of items</th>
<th>Appx. quantity</th>
<th>Frequency</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>RSS/AMS/TSS/STORE building</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Group-A</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Wet cleaning of floor, stairs passage/ corridor &amp; different types of floor area provided in RSS building</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>40</td>
</tr>
<tr>
<td>2</td>
<td>Cleaning of different types of doors/windows frames &amp; Shutters, Cleaning of furniture, Cleaning of ceiling</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>03</td>
</tr>
<tr>
<td>3</td>
<td>Cleaning &amp; sanitation of toilets &amp; bathrooms/drain, Cleaning &amp; attention of drain</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>21</td>
</tr>
<tr>
<td>4</td>
<td>Cleaning of concrete /bituminous surface/ Road</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>02</td>
</tr>
<tr>
<td>5</td>
<td>Cleaning of switch boards /panels /distribution boards, Cleaning of indoor lighting &amp; accessories, Cleaning of fans/exhaust fans &amp; accessories, Cleaning of computes &amp; accessories, Cleaning of external lighting fittings &amp; accessories, Cleaning of air conditioners</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>07</td>
</tr>
<tr>
<td>6</td>
<td>Cleaning of Furniture</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>02</td>
</tr>
<tr>
<td>7</td>
<td>Supply and cleaning of dustbins, Removing/ disposing of collected garbage/debris</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>04</td>
</tr>
<tr>
<td>8</td>
<td>Cleaning of office equipments, Any other equipments / Misc. items</td>
<td>As available at site</td>
<td>Daily &amp; as and when required</td>
<td>02</td>
</tr>
<tr>
<td>9</td>
<td>Clearing of Substation yard and open area</td>
<td>As available at site</td>
<td>Weekly &amp; as and when required</td>
<td>02</td>
</tr>
<tr>
<td>10</td>
<td>Cleaning, watering of lawn and indoor/outdoor Plants</td>
<td>As available at site</td>
<td>Weekly &amp; as and when required</td>
<td>05</td>
</tr>
<tr>
<td>11</td>
<td>Trimming of trees/plats/vegetation removal</td>
<td>As available at site</td>
<td>Weekly &amp; as and when required</td>
<td>02</td>
</tr>
<tr>
<td>12</td>
<td>Cleaning of overhead tanks</td>
<td>As available at site</td>
<td>Half yearly &amp; as and when required</td>
<td>05</td>
</tr>
<tr>
<td>13</td>
<td>Cleaning of Rain water harvesting system</td>
<td>As available at site</td>
<td>Yearly before monsoon season</td>
<td>01</td>
</tr>
<tr>
<td><strong>Group-B</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Pest control</td>
<td>As available at site</td>
<td>Once in a month &amp; as and when required</td>
<td>04</td>
</tr>
</tbody>
</table>

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

Certificate

This is certify that the information/details given at the time of Techno-Commercial Bid in the Bid document for the qualification for the work of cleaning and housekeeping of Receiving substations & providing drivers to JMRC still holds good. If there is any change in the information’s /details the same would be required to be submitted.

Signature of Bidders

Note:

1. If change is proposed in the personnel for the work the new personnel should be of same or higher calibres.

2. If change is proposed in the machinery and equipment for the work, the new machinery and equipment should be of same or higher capacity.

3. Irrespective of the above information as asked in various performas & otherwise in this Bid the information will have to be submitted.
PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(to be submitted by the successful bidder at the time of agreement)

1. In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC, Jaipur) having agreed to exempt ______________________________________ (hereinafter called the said Agency) from the demand of security deposit of Rs. __________ on production of Bank Guarantee for Rs. __________ for the due fulfillment by the said Agency of the terms & conditions to be contained in an Agreement in connection with the contract for supply of ______________________________________we,(name of the bank)

________________________________________________________________________(here in after referred to as “the Bank”)
at the request of _________________________________Agency’s do hereby undertake to pay to JMRC, JAIPUR, ________________ an amount of not exceeding ___________________________, against any loss or damage caused to or suffered or would be caused to or suffered by the JMRC, JAIPUR, ________________ by reason of any breach by the said Agency’s of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) ________________________________ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR without assigning any reason. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the JMRC, JAIPUR, ________________ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding __________________________.

3. We undertake to pay to JMRC, JAIPUR, ________________ any money so demanded not withstanding any disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

4. We (name of the bank) ________________________________ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of Twenty Six months from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, ________________under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till JMRC, JAIPUR, ________________certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the JMRC, JAIPUR, __________ that JMRC, JAIPUR, __________shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by JMRC, JAIPUR, _______________ against the said Agency and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, and or any omission on part of the JMRC, JAIPUR, ___________ or any indulgence by JMRC, JAIPUR, _____________ to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: ……………………………

Date: …………………………(Signature of the Bank Officer)……………………………………

Rubber stamp of the bank…………………………………………

Authorized Power of Attorney Number: ………………

Name of the Bank officer: ……………………………

Designation: ……………………………………………

Complete Postal address of Bank: …………………...

………………………………………………………………

Telephone Numbers …………………………………

Fax numbers

………………………………………………………….

Note : This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013
DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN

Annexure A: 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 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 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 B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date: ................................................................. Signature of bidder
Place: ................................................................. Name
        ................................................................. Designation:
        ................................................................. Address:
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 **CMD, 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 of it 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.
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
OPEN e- BID Under RTPP ACT and RULES

“Open e-Bid for Housekeeping work for RSS of JMRC and providing services of Drivers for Emergency vehicle/Breakdown vehicle”

BOQ Page – 1 of 2

Bill of Quantities (BOQ)

| Bid Inviting Authority: Executive Director (Traction and E&M), Jaipur Metro Rail Corporation |
| Name of Work: Open e-Bid for Housekeeping work for RSS of JMRC and providing Drivers for Emergency vehicle/Breakdown vehicle |
| Contract No: JMRC/O&S/EL/2017-18/NIB/01 |
| Bidder Name: |
| PRICE SCHEDULE |

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the Bidder Name and Values only)

1. Required Manpower Per day (minimum personnel to be deployed):  
   (a) Skilled (Housekeeping) – 2Nos/RSS/day (Total 4 No. per day)  
   (b) Highly Skilled (Driver) - 4Nos/day

2. Payment for items will be made on per day basis duly making deductions, if any, for the various activities (as mentioned in Annexure 'A') which are either not executed by the contractor or not executed satisfactorily on the percentage weightage basis as mentioned in the column percentage weightage. These deductions are in addition to the deductions for short deployment of manpower/machine/plants/chemicals/consumables.

3. Bidders shall take note that compliance of minimum wages Act, EPF, ESI etc. are mandatory. To implement these compliance and to avoid any later complication if quoted rate for items 1 & 2 above is less than the labour cost (according to the break up given at Note - 1 above) as per the minimum wages Act (including EPF, ESI, Statutory charges, Taxes, duties etc.), the Bid will be summarily rejected.

4. The Bidders shall quote the rates considering the cost of man power, machinery, chemical, consumable etc. Including all Statutory Charges, Taxes, duties, profit margin etc. except service tax which shall be paid over and above the total accepted rate as per BOQ. The price variation clause - 25 under section 5 of special conditions of this contract shall applicable only for item no. 1 & 2 above.

5. Payment for items shall be made from the actual date of handing over the work of item to the contractor for execution.
<table>
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<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Estimated Rate (Per day)</th>
<th>BASIC RATE in Figures To be entered by the Bidder Rs.</th>
<th>TOTAL AMOUNT</th>
<th>TOTAL AMOUNT In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning, Housekeeping &amp; Gardening work of following RSS by Employment of manpower as specified in Bid documents (including of EPF, ESI, statutory charges, Taxes, duties, contractor profit, but without service tax and bonus which shall be paid extra as per norms).</td>
<td>730</td>
<td>day</td>
<td>575.47</td>
<td></td>
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<tr>
<td>1.01</td>
<td>For RSS Mansarovar</td>
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</tr>
<tr>
<td>1.02</td>
<td>For RSS Sindhi Camp</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Providing Drivers for Emergency Vehicle/breakdown vehicle as specified in Bid documents (including of EPF, ESI, statutory charges, Taxes, duties, contractor profit etc. without service tax and bonus which shall be paid extra as per norms).</td>
<td>730</td>
<td>day</td>
<td>1411.32</td>
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<td></td>
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</tr>
<tr>
<td>3.01</td>
<td>For RSS Mansarovar</td>
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<tr>
<td>3.02</td>
<td>For RSS Sindhi Camp</td>
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</table>

Quoted Rate in Figures

Quoted Rate in Words