Bid No: JMRC/O&S/RS/2017-18/NIB/002

Volume: I



# BID DOCUMENT

PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PREMISES

# **Jaipur Metro Rail Corporation Limited**

Directorate of Operations & Systems

Metro Train Depot, Near Ganga Jamuna Petrol Pump, Bhrigu Path, Mansarovar, Jaipur – 302020

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

Email: gmrs@jaipurmetrorail.in



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# VOLUME - I





# NOTICE INVITING BIDS(NIB)

Dated: 25-5-617

Jaipur Metro Rail Corporation (JMRC) Ltd. invites on line bids (two part) under Rajasthan Transparency in Public Procurement Act, 2012 and Rules made there under, for BID for "PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES".

#### **KEY DETAIL:**

a)	UBN No.( Available at www.sppp.rajasthan.gov.in )	
b)	Procuring Entity	General Manager(Rolling Stock), JMRC, Mansarovar Depot, Jaipur
c)	Method of Procurement as per RTPP Act	Open two part e-bid
d)	Name of Work	BID FOR PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES.
e)	Approximate Estimated Cost of Work	Rs. 26.00 lac (For Two Year)
f)	Bid Security Amount	Rs. 52,000/-(Approximate 2% of the Estimated Cost) ) in favour of <b>Jaipur Metro Rail Corporation Ltd</b> (Refer: Clause 1.4.7)
g)	Cost of Bid Form	Rs. 500/-(Non refundable)(By cash, or by bank demand draft, banker's cheque in favour of Jaipur Metro Rail Corporation Limited), Jaipur (refer rule 45 of RTPPR)
h)	Processing Fee	Rs.500/- (Rs. One Thousand only) by Demand Draft / Bankers Cheque, payable in favor of MD, RISL, Jaipur payble at Jaipur.
i)	Online Bid Document availability period	From 0900 hrs 29.05.17
		Upto 1700 hrs 13.06.2017
j)	Date and Place of Pre Bid Conference	1130 hrs on 01.06.2017 Room No. D10 Conference Hall, Train Maintenance, Mansarovar Depot, Near Ganga Jamuna Petrol Pump, Mansarovar, Jaipur.302020 Ph. 0141-5153709
k)	Last date for receiving queries/ clarifications	1700 hrs on 01.06.2017
I)	Up loading of Remarks of Metro Administration to the Issues raised in Pre bid conference	Up to 1700 hrs on 03.06.2017
m)	Submission start date	0900 hrs on 05.06.2017
n)	Last time & Date for submission of Bid	1600 hrs on 14.06.2017
0)	Time & Date of Opening of Online Bid	1630 hrs on 14.06.2017
p)	Venue of Opening of Online Bid	Room No.208 ,GM (Rolling Stock), 2 <sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar





		Jaipur - 302020
q)	Any queries may be solicited from	General Manager(Rolling Stock), JMRC, Mansarovar Depot, Jaipur or his Nominee
r)	Venue and Date of Physical Submission of Bid Cost, Bid Security and Processing Fee	Room No.208,GM (Rolling Stock), 2 <sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar Jaipur – 302020
s)	Validity of Bid	90 days from the last date of submission of bid.
t)	Stipulated Date of Commencement of Work	As mentioned in Letter of Acceptance.
u)	Period of Completion	2 years.
v)	Performance Security	(5 % of contract amount, 1% for Small Scale Industries of Rajasthan, 2% for sick industries other than Small Scale Industries, whose cases are pending before the BIFR)(refer clause 1.8.4 RTPP rule 75)

w) The complete bid document can be downloaded from the state e-procurement website <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> 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 <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="http://.sppp.rajasthan.gov.in">http://.sppp.rajasthan.gov.in</a>.

Bidders who wish to participate in this bidding process must register on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>. 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. Digitally unsigned bids may not be entertained and will be rejected.

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD, JMRC,

2<sup>nd</sup> Floor, Admin Building.Mansarovar Depot, Near Ganga Jamuna Petrol Pump,Mansarovar, Jaipur.302020 Tel: +91-141-5153709, +91-77288-95409,

Fax: +91-141-5192401Email: gmrs@jaipurmetrorail.in



# 1 INSTRUCTIONS TO BIDDERS(ITB)1

#### 1.1 GENERAL

# 1.1.1 OBJECTIVE OF THE BID<sup>2</sup>

- 1.1.1.1 Jaipur Metro Rail Corporation Ltd., having its corporate office at Khanij Bhawan, Tilak Marg, and Jaipur 302005 (hereinafter referred to as the 'Corporation' is a Special Purpose Vehicle (SPV) set up by the Government of Rajasthan as a wholly owned state enterprise for execution of the Jaipur Metro Rail Project.
- 1.1.1.2 The Phase-I A of the system, i.e., the East West Corridor A from Mansarovar to Chandpole consisting of 9 stations shall have an underground station at Chandpole.
- 1.1.1.3 The ADMIN BUILDING, ROLLING STOCK(METRO TRAINS) and DEPOT premises are located at Mansarovar depot of JMRC.
- 1.1.1.4 JMRC aims to provide a safe, comfortable and efficient transport system to its commuters. Cleanliness of the metro trains to international standards is of paramount importance. The depot which form the hub of the maintenance activities also reflect this key philosophy.
- 1.1.1.5 Through this Bid, JMRC seeks to shortlist a reputed contractor with requisite qualifications mentioned in the Bid to undertake pest and rodent control operation in ADMIN BUILDING, IN TRAINS AND PREMISES OF MANSAROVAR DEPOT.

#### 1.1.2 INTRODUCTION

1.1.2.1 Online bid is invited for the Bid No. JMRC/O&S/RS/NIB/2017-18/001 'towards PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES. 'by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Bid. The bid consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

## **VOLUME - I**

- (i) Notice Inviting Bid (NIB)
- (ii) Instructions To Bidders (ITB)
- (iii) Bid Data Sheet (BDS)
- (iv) Qualification and Evaluation Criteria
- (v) Technical Specifications and Scope of work

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

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



- (vi) Safety, Health and Environment (SHE) Manual of Jaipur Metro Rail Corporation
- (vii) Bidding Forms
  - Technical Bid Formats
  - Financial Bid formats Bill of Quantities
- (viii) General Conditions of Contract (GCC)
- (ix) Special Conditions of Contract (SCC)
- (x) Contract Forms

**Note:-** Approved GCC and SHE Manual shall deem to form a part of bid document. These documents are available on the JMRC website, By Signing the Bid document, firm is deemed to have agreed to accept the GCC and SHE.

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

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

GENERAL MANAGER (ROLLING STOCK)

JAIPUR METRO RAIL CORPORATION LTD,

JMRC, 2<sup>nd</sup> Floor, Admin Building.

Mansarovar Depot, Near Ganga Jamuna Petrol Pump,

Mansarovar, Jaipur.302020

Tel: +91-141-5153709, +91-77288-95409, Fax: +91-141-5192401

Email: qmrs@jaipurmetrorail.in

# QUALIFICATION REQUIREMENTS

- 1.1.2.3 ELIGIBILITY CRITERIA: This invitation to bid is open to only those agencies, which fulfill the eligibility criteria as specified as follows:
  - a) Work Experience: The bidder should essentially have experience of having satisfactorily completed similar works during last 5 years period ending last day of the month previous to the one in which the bids are invited should be either of the following:
    - Three similar satisfactorily completed works each costing not less than the amount equal to 40% of Estimated Cost. i.e., Rs. 1040000/-
    - Two similar satisfactorily completed works each costing not less than the amount equal to 50% of Estimated Cost. i.e., Rs. 1300000/-
    - iii. One similar satisfactorily completed work costing not less than the amount equal to 80% of Estimated Cost. i.e., Rs. 2080000/-
  - b) Financial Standing (Annual Turnover): The annual turnover of bidder during each of last three audited financial years should not be less than 40% of the Estimated Cost.
  - c) 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 fulfills the following requirements in that work:
    - (I) Experience in PEST AND RODENT CONTROL of any 5 star/3 star Hotel and/or Govt Office/Building or private offices

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- (II) Experience in PEST AND RODENT CONTROL of 'metro/ Railway/monorail train maintenance depots 'and/or 'metro /Railway/monorail rail stations' and/or 'airports', and/or any Metro Bhawan/Rail Bhawan/Railway DRM and GM Office and workshop or private offices.
- d) Bidder should have valid VAT registration and service tax registration certificate issued by competent authority.
- e) Applicant should have valid PAN certificate/ card issued by the Income Tax Department of GOI
- 1.1.2.4 Each bidder shall submit only one bid. The bidder who submits more than one bid for the same work will be disqualified. All bids submitted shall include all the information as desired herein.
- 1.1.2.5 General information of the bidder shall be furnished in clause 4.7. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership.
- 1.1.2.6 Each page of bid booklet shall be signed by the authorized signatory of the bidder. Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 1.4.8
- 1.1.2.7 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the bid/contract, shall be communicated forthwith in writing by the bidder to the Engineer and the Employer.
- 1.1.2.8 In the detail of information submitted by the applicants at the stage of bid if any information found incorrect or suppressed, the bid may not be considered or contract will be cancelled without any financial claim/arbitration from the bid. The applicant is required to certify in the statement placed at Annexure-A clause 4.15.
- 1.1.2.9 Each bidder, or any associate will be required to confirm and declare in the bid submitted 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 submitted 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.

# 1.1.3 COST OF BIDING

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

# 1.1.4 SITE VISIT

1.1.4.1 Any site information / schedule of works given in this bid document are for guidance only. The bidder is allowed 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.





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

#### 1.2 BID DOCUMENTS

#### 1.2.1 CONTENTS OF BID DOCUMENTS

1.2.1.1 The bidder is expected to examine carefully all the contents of the bid documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the bidder's own risk. Bids, which are non-responsive, will be rejected.

#### 1.2.2 AMENDMENT IN BID DOCUMENTS

- 1.2.2.1 At any time prior to the deadline for the submission of bids, JMRC may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective bidder, modify the bid documents by an amendment.
- 1.2.2.2 The said amendment in the form of an addendum will be uploaded on the website. Bidders may remain in touch with the E-proc portal https://www.eproc.rajasthan.gov.in JMRC's and website http://transport.rajasthan.gov.in/jmrc or State Public Procurement Portal (SPPP) http://.sppp.rajasthan.gov.in for any kind of latest Information, Addendum, Clarification, etc.
- 1.2.2.3 In order to afford prospective bidders reasonable time for preparing their bids after taking into account such amendments, JMRC may, at his discretion, extend the deadline for the submission of bids.

## 1.3 PREPARATION OF BIDS

#### 1.3.1 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence and documents relating to the bid shall be in English language. The documents submitted by the bidder will not be returned by JMRC to the Bidder. If document/s submitted are other than in English, English Translation of the same should be submitted and attested by the Bidder.

# 1.4 DOCUMENTS COMPRISING THE BID

#### 1.4.1 BID PACKAGE

- 1.4.1.1 Contractor must be agreed with the conditions as mentioned in Annexure-"A" clause 4.15 (Obligation / Compliance to be insured by Contractor). If contractor is not willing to comply for conditions as per annexure-"A" clause 4.15, it will be considered as ineligible to participate. If not agreed, may ask for changes in the Pre-bid Meeting/s, decision of the PE shall be final.
- 1.4.1.2 A two parts two cover selection procedure shall be adopted. The bid is divided into two parts, viz. Technical Bid and Financial Bid:
- 1.4.1.2.1 <u>TECHNICAL BID</u>: This Part should contain the Technical Bid consisting of a pdf copy of this Bid Document with each page signed by the Bidder in acceptance of

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the terms and conditions therein, along with all the required documents, comprising the following:

- a) Bid cost, bid security and processing fee:
- I. 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 before last date of submission physically.
- II. These original Instruments (i.e. cost of bid security and processing fees) should be submitted with forwarding letter mentioning the NIB No., Tender No., Name of Work and particulars of these financial instruments on or before last date and timing of tender opening. These original Instruments (i.e. cost of bid security and processing fees) submitted to office of General Manager (Rolling Stock) Room No.208, 2nd Floor, Admin Building, Mansarovar Metro Train Depot. Bhrigu Path, Mansaravor, Jaipur-302020.
- III. At the backside of every original instrument, firm needs to mention Name of Firm, NIB No. and Mobile No. of authorized signatory of the firm.
- IV. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time (Before tender opening) otherwise Bid shall be summarily rejected.
- V. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security) Submitted with filled Bid document does not match with the original instruments submitted by the firm then Bid Submitted by the firm shall be liable for rejection.
- b) Copy of the Bid Document The bidder shall enclose duly signed and stamped, copy of the Bid Document and other documents as required, except the Financial Bid (BOQ).Bids, signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.
- c) All applicable Annexure/ Proformas shall be duly filled by the contractor as below:

	As per FORMATS
Form of Bid	A
Bank Guarantee Format for Bid Security	В
Statement of Deviations (Refer clause 4.3)	С
Format of Bank Guarantee for Performance Security	D
Form of Agreement	E
Power of Attorney	F
General Information	T-I
Experience Record	T-II
Resources Proposed for the Work-Personnel	T-III(Deleted)
Financial Data	T-IV
Indemnity (By Contractor)	T-V





Indemnity (By Contractor's Staff)	T-VI
Format of Curriculum Vitae	T- VII
BANK DETAIL FOR E-PAYMENT	T-VIII
Obligation/Compliance to be insured by contractor	Annexure A
Declaration by the bidder regarding qualifications	Annexure B
Grievance Redressal during Procurement Process	Annexure C
Checklist of Documents to be submitted with the bid	Annexure D

- d) All such Annexures should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.
- e) Bid package 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) PF registration Certificate(if Applicable)
  - b) ESI registration certificate(if Applicable)
  - c) PAN certificate/ card
  - d) Audited final accounts with annexure Balance sheets with Profit &Loss accounts for last three years (2013-2016)
  - e) Income Tax Return for last three years.
  - f) Service Tax/ sale tax VAT registration and clearance certificate

NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID Section (XLS format).

Price bid should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

#### 1.4.1.2.2 Financial Bid - Bill of Quantities

- a) The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid Format as per FINANCIAL BID (BILL OF QUANTITITES) of Bid enclosed. These prices should include all costs associated with the contract.
- b) Utmost care is taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:
  - i. Download format of financial bid in XLS format (Password protected file).
  - ii. This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
  - iii. Fill Bidder Name, rate/unit in downloaded Financial Bid format as specified (in XLS format only) in red back ground cells. Don't fill in any other back ground cells.
- c) Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.



- 1.4.2 Documents to be submitted by the bidder under bid package have been described under the respective Clause 1.4.1This list of documents has been prepared mainly for the convenience of the bidder and any omission on the part of the Employer shall not absolve the bidder of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the detail specifically called for (or implied) in those clauses
- 1.4.3 All documents issued for the purposes of biding as described in this document and any amendment issued in accordance with Clause 1.2.2 shall be deemed as incorporated in the Bid

#### 1.4.4 BID PRICES

- 1.4.4.1 The bidder is required to quote for all the items as per bid documents.
- 1.4.4.2 The rate and prices quoted by the bidder, include all tax liabilities, transportation and the cost of insurance to this contract and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labour, material components and other general variations, in accordance with the procedure specified in Special Conditions of Contract.
- 1.4.4.3 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every quarter and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- 1.4.4.4 The rate quoted shall be reasonable and balanced. If the Employer assesses the rates as unbalanced, he may require the bidder to furnish detailed analysis to justify the same. If after its examination, the Employer still feels the rates to be unbalanced and/or unreasonable, the bid may be rejected by the Employer.
- 1.4.4.5 The bidder shall keep the contents of his bid and rates quoted by him confidential.
- 1.4.4.6 The bidder shall as far as possible utilize labour and staff and materials as approved by JMRC.

# 1.4.5 CURRENCIES OF THE BID

1.4.5.1 Bid prices shall be quoted in Indian Rupees (INR) only.

#### 1.4.6 BID VALIDITY

- 1.4.6.1 The bid shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of bid.
- 1.4.6.2 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 there to shall be made in writing or by Tele-fax or by email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request, shall not be required or permitted to modify his bid but will be required to extend the validity of his bid security correspondingly.



# 1.4.7 BID SECURITY (as per RTPP Rule 42)

- 1.4.7.1 The bidder shall furnish, as bid security, an amount as mentioned in Key Detail (F) of NIB. In case of Micro, small and medium Enterprise of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of industrial and Financial Reconstruction, it shall be 1% of the value of bid as per RTPPR rule 42.
- 1.4.7.2 In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- 1.4.7.3 The bid security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of bid security (Form B) included in this volume of bid documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantee shall be irrevocable and operative for a period not less than 60 days beyond the validity of the bid (90 days from the date of opening of bid). Bid Security may also be submitted in the form of Banker's Cheque or Demand Draft in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The Bid Security shall be endorsed/ pledged in favour of the Employer as per rule 42 of RTPP.
- 1.4.7.4 As per RTPPR rule 42, any bid not accompanied by an acceptable bid security will be summarily rejected by the Employer / Engineer as non-responsive.
- 1.4.7.5 The bid securities of unsuccessful bidders shall be discharged/returned by the Employer as promptly as possible, after signing of agreement with the successful bidder.
- 1.4.7.6 The bid security of the successful bidder shall be returned upon the bidder executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 1.8.4 and RTPPR rule 75.
- 1.4.7.7 The bid security shall be forfeited:
  - a. If a bidder withdraws its bid during the period of bid validity, or
  - b. If the bidder does not accept the correction of its bided price in terms of Clause 1.7.7
  - c. In the case of a successful bidder, if it fails to:
  - Furnish the necessary performance guarantee for performance as per Clause 1.8.4 and/or
  - ii. Enter into the Contract within the time limit specified in Clause 1.8.2.1 No interest will be payable by the Employer on the bid security amount cited above.
  - iii. Commence the work as per terms and conditions of bid after issue of LOA.



# 1.4.8 FORMAT AND SIGNING OF BIDS

- 1.4.8.1 If the bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 1.4.8.2 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, it shall be signed by all the partners.
- 1.4.8.3 If the bid is submitted by a limited company or a limited corporation, it shall be digitally 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.
- 1.4.8.4 The documents required to be submitted by the Bidder will be as described under Clause 1.4 herein.
- 1.4.8.5 The bidder shall enclose digitally signed and stamped, copy of the Bid Document except BOQ. Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the bidders. All applicable Annexures/Proforma shall be duly filled by the contractor.
- 1.4.8.6 In case of all documents listed in Clause 1.4 above, the person signing the documents shall be one who is duly authorised in writing by or for and on behalf of the Bidder and/or by a Statute Attorney of the Bidder. Such authority in writing in favour of the person signing the bid and/or notarized certified copy of the Power of Attorney as the case may be, shall be enclosed along with the bid.
- 1.4.8.7 The complete bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the bidder. All amendments / corrections shall be initialled by the person signing the bid.
- 1.4.8.8 All witnesses and sureties shall be persons of status and probity and their full names, Occupations and addresses shall be written below their signatures.

# 1.5 SUBMISSION OF BIDS

1.5.1.1 Online bids will have to be digitally signed and submitted in a time stamped electronic sealed box on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>.

# 1.5.1.2 PREPARATION FOR ONLINE SUBMISSION:

- a) 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, safe crypt, N-code, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- b) 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 Bid Document from this site.

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- 1.5.1.3 Deadline for Submission of Bids: Bids shall be received online on website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> with uploading of all relevant documents not later than the time and date communicated by the department or extended date thereof.
- 1.5.1.4 The bids will be submitted online only at web site <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. In no case bid will be submitted physically.

#### 1.5.1.5 ON LINE SUBMISSION:-

i.) Bidder shall submit their bid in electronic format digitally signing the same. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and Financial Bid. The Technical 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.

Room No.208, GM (Rolling Stock)

2<sup>nd</sup> Floor, Admin Building, Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur – 302020
Tel: +91-141-5153709, +91-77288-95409,

- ii.) All pages of the 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.
- iii.) 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 signed.
- iv.) The uploaded documents for technical-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.
- v.) 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 and dated, may be liable to rejection.
- vi.) 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.

#### 1.6 PRE-BID/PRE-BID CONFERENCE

1.6.1.1 A Pre-Bid conference shall be held on the date and location given in the NIB.



- 1.6.1.2 The purpose of conference will be to clarify issues and to answer the question on any matters that may be raised at that stage.
- 1.6.1.3 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 detail of NIB.
- 1.6.1.4 The text of the questions raised by the bids and the response given will be transmitted without delay to all purchasers of the bid documents. 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.
- 1.6.1.5 Nonattendance at the Pre-bid/Pre-bid meeting will not be a cause for disqualification of a bidder.
- 1.6.1.6 All pages of the bid document and the addendums/amendments shall be initialled in acceptance of all the terms and conditions.
- 1.6.1.7 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 signed.
- 1.6.1.8 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 initialed and dated, may be liable to rejection.
- 1.6.1.9 If it is found at any stage of Bid scrutiny after submission of Bid that the bidder has made any correction/addition/alternation/omission in Bid documents vis-à-vis the issued/uploaded Bid documents, then such altered bid document shall be treated as non-responsive and shall be summarily rejected.

# 1.7 BID OPENING AND PRELIMINARY EVALUATION

#### 1.7.1 Bid Opening

- 1.7.1.1 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 technical bid online also. The bids shall be opened in two parts. In first part the prequalification bid(Technical bid) shall be opened and evaluated. The financial part shall be opened of responsive bidders pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified bidders.
- 1.7.1.2 In first stage, online bid received up to scheduled date and time will be opened. The bidders' names, the presence (or absence) of original instruments, and other detail such as deviations proposed in Covering letter, financial& technical eligibility etc. will be announced by the Bid Opening Committee at the time of opening or same shall be made available at the web-site.

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#### 1.7.2 **Preliminary Examination of Bids**

- 1.7.2.1 The contents of the 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.
- Financial Bid of all technically qualified bidders, who qualify the technical evaluation 1.7.2.2 will be opened on the date and time intimated to all such bidders separately by email or by post. Bidders are also advised to keep abreast of the website for announcement of the date.

# 1.7.3 PROCESS TO BE CONFIDENTIAL

- 1.7.3.1 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.
- 1.7.3.2 Any effort by a bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, may result in the rejection of the bidders bid.

#### 1.7.4 CLARIFICATION OF BIDS

1.7.4.1 To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask bidders individually for clarification of their bids, including breakdowns of prices. The request for clarification and the response shall be in writing or telefax or email but no change in the price or substance of the 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 1,7,7of ITB herein.

#### 1.7.5 DETERMINATION OF RESPONSIVENESS

- 1.7.5.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid is responsive to the requirements of the bid documents.
- 1.7.5.2 For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the bidder under the Contract, or which limits in any substantial way, the Employer's rights or the bidders obligations under the Contract as provided for in the Bid 4 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. Minor deviation may be brought out in Form C.
- 1.7.5.3 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 bidder by correction or withdrawal of the non-conformity or infirmity.

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

#### 1.7.6 EVALUATION OF BID

- 1.7.6.1 The Employer will, keeping in view the contents of Clause 1.1.2.3 of ITB, carry out technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work of the contract. Where a bidder's technical submittal has a major inadequacy his bid will be considered to be non-compliant and will be rejected.
- 1.7.6.2 All technically acceptable bids will be eligible for consideration of their financial proposals.
- 1.7.6.3 The evaluation of financial proposals by the Employer / Engineer will take into account, in addition to the bid amounts, the following factors:
  - Arithmetical errors correctéd by the Employer/Engineer in accordance with Clause 1.7.7
  - b. Such other factors of administrative nature as the Employer / Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 1.7.6.4 a) Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise will result in the actual of unsolicited benefits to the Employer, shall not be taken into account in bid evaluation.
  - b) The JMRC reserves the right not to consider any deviation that in the sole discretion of the JMRC is found unacceptable. JMRC shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.
- 1.7.6.5 Evaluation of financial proposal will be based on pricing schedule/quantities in bill of quantity (BOQ) and rates quoted. Any alternation in BOQ will not be given any cognizance.
- 1.7.6.6 The duly authorized Engineer / Committee reserve the right to ask for submission of the basis/reasonability of rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JMRC shall be at liberty to reject the bid of such bidder.

# 1.7.6.7 Negotiations.-

Procuring Entity reserves the right to negotiate.

#### 1.7.7 CORRECTION OF ERRORS

1.7.7.1 Bids determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer / Engineer as follows:



- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will be consider;
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer/Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 1.7.7.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected and the bid security forfeited.

#### 1.8 AWARD OF CONTRACT

#### 1.8.1 AWARD CRITERIA

- 1.8.1.1 JMRC will award the contract to the most advantageous bidder whose bid has been determined to be substantially responsive, technically &commercially suitable, complete & in accordance with the bid document.
- 1.8.1.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- 1.8.1.3 In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the most least shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- 1.8.1.4 Prior to the expiry of the period of bid validity, JMRC will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his bid has been accepted.
- 1.8.1.5 The Letter of Acceptance (LOA) would be sent in duplicate to the successful bidder
- 1.8.1.6 No correspondence will be entertained by JMRC from the unsuccessful bidders upon Letter of Acceptance being signed.
- 1.8.1.7 For price evaluation of bid, the Total Overall Cost as quoted for PEST AND RODENT CONTROL AT ADMIN BUILDING, IN TRAINS AND PREMISES OF MANSAROVAR DEPOT will be considered.
- 1.8.1.8 The Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all bids, at any time prior to award of Contract, or to divide the Contract between/amongst bidders without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's action.

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#### 1.8.2 LETTER OF ACCEPTANCE

- 1.8.2.1 Employer will award, the Contract to the Bidder, whose Bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the Bid documents.
- 1.8.2.2 The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within seven days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidder.

# 1.8.3 SIGNING OF AGREEMENT

- 1.8.3.1 The contractor shall prepare the Agreement on non judicial stamp as per Rajasthan stamp act,
- 1.8.3.2 In the Proforma (Form E clause 4.5) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.
- 1.8.3.3 Prior to signing of the Contract Agreement, the successful bidder shall submit the performance Security (Performance Guarantee) within a period of 12 days from the date of issue of the Letter of Acceptance:

# 1.8.4 PERFORMANCE SECURITY (Rule 75 of RTPPR)

- 1.8.4.1 Unconditional Performance security encashable without assigning any reason shall be solicited from all successful bidders except the departments of the State Government, central Govt. and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement. (Please refer rule 75 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013).
- 1.8.4.2 The amount of performance security shall be 5% of the contract amount. In case of Small Scale Industries of Rajasthan it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR). It shall be 2% of the amount of supply order.
- 1.8.4.3 Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder. Failure of the successful bidder to furnish the required performance security shall be ground for annulment of the award of contract and forfeit of the bid security.



# 1.8.5 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) AND FORM OF BID

- 1.8.5.1 In case successful bidder fails to commence the work (for whatsoever reasons) as per terms and conditions of bid after issuance of LOA then the LOA may be cancelled and the Bid/ Performance Security shall be forfeited.
- 1.8.5.2 In the event of any breach of contract conditions by the successful bidder, the employer may forfeit the Bid/ Performance Security whole or part thereof.

# 2 SPECIAL CONDITIONS OF CONTRACT

#### 2.1 GENERAL

#### 2.1.1 SPECIAL ATTENTION

- 2.1.1.1 All bidders are cautioned that bids containing any deviation from contractual terms and conditions, specifications and other requirements, same as provided for in "General Conditions of Contract" and Clause 1.7.5 of "Instructions to Bidders" are liable to be summarily rejected as non-responsive.
- 2.1.1.2 The Contract will be awarded to the Bidder whose responsive bid is determined to be the overall lowest evaluated bid and who satisfies the appropriate standards of capacity and financial resources. Clause 1.8.1and 1.8.1.7of "Instructions to Bidders" may be referred to in this connection.

#### 2.1.2 RIGHT OF WAY

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

#### 2.1.3 COORDINATION WITH OTHER CONTRACTORS

2.1.3.1 The contractor for this package shall plan and get it approved and work as per the instruction of the Procuring Entity and execute work in coordination and in cooperation with other contractors working for adjacent/other packages as well as JMRC staff responsible for the trains and their operation.

#### 2.1.4 SUFFICIENCY OF BID

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

#### 2.1.5 NOTICES AND INSTRUCTIONS

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

#### 2.1.6 RESPONSIBILITY FOR SPECIFICATIONS

#### 2.1.6.1 Specifications:

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

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

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

# 2.1.8 DUTIES, TAXES, OCTROI, ROYALTY ETC

- 2.1.8.1 The rates quoted by the bidder for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc., where payable.
- 2.1.8.2 The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

#### 2.1.9 SERVICE/VAT CLEARANCE CERTIFICATE

- 2.1.9.1 If the Contractor is a Service/ VAT assesse, he should produce a valid Service/ VAT Clearance Certificate before payment of final bill; otherwise, final payment to the Contractor will be withheld.
- 2.1.9.2 If the Contractor is not liable to Service/VAT assessment, a certificate to this effect from a competent Service/VAT authority shall be produced before payment of final bill. Otherwise final payment to the Contractor will be withheld.

# 2.1.10 HOUSING FACILITIES

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

#### 2.1.11 SUPPLY OF WATER AND ELECTRICITY

- 2.1.11.1 The Employer shall make arrangements for Water supply and Electricity necessary for the Works.
- 2.1.11.2 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.



- 2.1.11.3 The contractor shall submit full scheme for the requirement of Electricity & 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.
- 2.1.11.4 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.
- 2.1.11.5 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.

# 2.1.12 DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL

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

#### 2.1.13 SECURITY MEASURES

- 2.1.13.1 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 2.1.13.2 Contractor's employees and representatives shall wear Identification Badges (cards) & other safety / protection wear as directed by In-charge and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- 2.1.13.3 All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.

#### 2.1.14 ECOLOGICAL BALANCE

- 2.1.14.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his 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.
- 2.1.14.2 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 Contractor's 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.
- 2.1.14.3 In the conduct of 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.



- 2.1.14.4 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.
- 2.1.14.5 Contractor shall use Environmental friendly chemical/detergents/reagents, for the purpose of work.

#### 2.1.15 PAYMENT

- 2.1.15.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- 2.1.15.2 The contractor shall submit certified copies of vouchers showing quantity of work and consumables brought to site for In-charge's record if any.
- 2.1.15.3 If any activities are not carried out as per the schedule of work the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to you and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per SCC.
- 2.1.15.4 The payment shall be made on a monthly basis for worked in a month. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.
- 2.1.15.5 Contractor shall abide the Minimum Wages Act

#### 2.1.16 NOISE AND DISTURBANCE POLLUTION

- 2.1.16.1 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.
- 2.1.16.2 Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

#### 2.1.17 EXTENSION OF CONTRACT

2.1.17.1 The period of the contract is for 2 years from the date of commencement of the work. The period of contract is for two years and it is extendable as per RTPP Rule 73.

# 2.1.18 TERMINATION OF CONTRACT

2.1.18.1 If the contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason to the Contractor.



#### 2.1.19 OBLIGATION OF CONTRACTOR

- 2.1.19.1 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.
- 2.1.19.2 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.
- 2.1.19.3 **Insurance:** Before commencing execution of works, it is obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements.
  - (a) Third party cover subject to Rs 100,000/- for each incident with no. of incidents unlimited.
- 2.1.19.4 Policy in joint name of contractor and employer:
  - a. The policy referred to under clause 2.1.19.3(a) above shall be obtained in the joint names of the contractor and the employer and shall inter- alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of contract.
  - b. Loss of life or injury involving public, employee of the contractor, or that of employer and engineer labor etc.
  - c. Injury, loss or damage to the works or property belonging to public, government bodies, local; authorities, utility organizations, contractor's employer or others.
- 2.1.19.5 If the manpower is engaged through outsourcing, the liability of the safety, insurance, minimum wages act & other conditions/obligations mentioned in SCC & GCC will be the sole responsibility of the principal contractor on which, the LOA will be issued.

#### 2.1.20 Pest And Rodent Control Materials

- 2.1.20.1 Pest and Rodent control materials shall be used to suit the required operations. In many cases it may happen that, Employer gives the particular detail, 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 is not readily available. In such cases the contractor should obtain prior approval from the employer.
- 2.1.20.2 The environmental friendly reagents/ detergents to be used for PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES will be considered.
- 2.1.20.3 These should be free from chemical reactions, and should not affect to Commuters, Employees, materials & equipment etc.
- 2.1.20.4 For all the proposed chemicals in the technical specifications, in case the contractor proposes an alternative, he should submit a sample duly marked along with chemical characteristic with the bid. The same will be assessed by the Employer for suitability/unsuitability. However, this will not disqualify a bidder who will be



permitted to submit alternative chemical for approval if the initial chemical is not approved. The approval process should however be completed within 15days of issue of Letter of Acceptance (LOA). Failure to do so may disqualify bid in terms of clause 1.2.2 of Instructions to Bidder

2.1.20.5 Eco friendly materials shall be used with the approval of JMRC. Contractor shall ensure that availability of the materials adequately. The proper records shall be maintained indicating the stock level.

# 2.1.21 Machinery / Plant / Equipment / Tools:

- 2.1.21.1 The Machineries/Plant &Equipment's provided for pest and rodent control should have adequate capacities in such a manner that operations are comfortably completed during non-operational hours & during shift hours.
  - i) The Employer will not provide any machinery / Equipment / Plant etc. to the Contractor on his demand.
  - ii) However in any case any Machinery / equipment / plant etc. is provided to the contractor on request to contractor shall be fully responsible for keeping these in good working order and shall be returned back after the use.
- 2.1.21.2 The Contractor shall provide all machinery, plant; tools and equipment required by him as well as any consumable required operating the equipment.

# 2.1.22 Communication facility:

2.1.22.1 Staff should be provided with necessary communication facility like Mobiles/Walky-Talky etc. for better coordination at the contractor's cost and the mobile number shall be provided to Engineer In-charge.

#### 2.2 SAFETY

# 2.2.1 Safety Management and Responsibilities:

- 2.2.1.1 The contractor shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the supervisor must be present on site at all times of work to carry out safety audit checks to ensure safety requirements are properly observed. Smoking & Consumption of Tobacco in any form is not allowed on JMRC trains and not encouraged in depot premises.
- 2.2.1.2 The contractor is responsible to ensure that necessary and adequate personal protective equipment's are all the times available for the service personnel working.
- 2.2.1.3 The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots.

# 2.2.1.4 Personal Safety:

Contractor's staff shall be responsible for own safety at all times and shall have to wear appropriate protective clothing to ensure personal working safety is achieved. The contractor is to provide a list of personal protective equipment with photos and illustration to the depots. Make use of appropriate tooling at work so that industrial safety is achieved.

#### 2.2.1.5 Track Safety:

I. Do not leave tools and materials near or on tracks and platforms.

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

#### 2.2.1.6 Overhead Wires & Cables:

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

#### 2.2.1.7 Fire:

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

## 2.2.1.8 Authority to work:

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

#### 2.2.2 Accidents:

- 2.2.2.1 It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.
- 2.2.2.2 If any accident occurs due to work operations or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- 2.2.2.3 If any damage occurs to the structures/ material & equipment as well as rolling stock due to work, cost of damage will be recovered from the contractor's bill.

# 2.2.3 Safety & display of Signages:

- 2.2.3.1 Contractor shall adopt the necessary safety procedures to avoid any type of accidents to passengers, Employer's personnel, any other personnel & to avoid damages to station assets.
- 2.2.3.2 Contractor shall ensure to provide the Hi-Visibility/ Reflecting Jackets to all staff along with supervisor.
- 2.2.3.3 The contractor shall display necessary signages with the approval of the Employer or his authorized representative. The type of signages will also be got approved from the Employer or his authorized representative.

#### 2.2.4 Training on Safety:

2.2.4.1 JMRC will provide one day training on safety to supervisors and staff. Supervisors and staff shall be responsible to provide this safety training to the deputed staff.

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- 2.2.4.2 The contractor shall provide the necessary training on safety of one week at its own cost, to all of the contractor's staff. The contractor shall not deploy the staff without safety training at site.
- 2.2.4.3 Contractor shall submit the proof of this training to JMRC. Without this training and proper proof no staff will be deputed for work in JMRC.

#### 2.3 STAFF AND LABOUR

#### 2.3.1 CONTRACTOR'S OFFICE AND ORGANISATION

- 2.3.1.1 The Contractor shall establish an office in the Jaipur in consultation with the Incharge 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.
- 2.3.1.2 The contractor shall be required to submit the up-to-date organization chart to the corporation for record/liaison purpose whenever changes are made. In addition, an updated name list of all service personnel should be submitted to the JMRC representative on a monthly basis.
- 2.3.1.3 The contractor shall ensure adequate rest time be allowed for his workers between shifts and demonstrate control to assure his workers are not undertaking other jobs during their rest time in order not to jeopardize safety at work due to lack of rest.

#### 2.3.2 Supervision:

- 2.3.2.1 The Contractor shall appoint supervisors and provide proper relief for the same.
- 2.3.2.2 The supervisor shall carry out audit checks on safety and environmental requirement compliance, quality of work each night and arrange immediate remedial works as and when needed to ensure work is properly executed.
- 2.3.2.3 The supervisor shall receive and enforce instructions given by the representative of JMRC.

# 2.3.3 Rates of Wages and Payment of Wages

- 2.3.3.1 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 <a href="http://www.rajlabour.nic.in">http://www.rajlabour.nic.in</a>.
- 2.3.3.2 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.
- 2.3.3.3 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.





# 2.3.4 Labour Law & Obligation of Contractor

- 2.3.4.1 In dealing with labour and employees, the Contractor shall be solely responsible for complying 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 labor.
  - 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) Provided First Aid facilities to contract workers at work sites, etc.

# 2.3.5 Provision of Efficient and Competent Staff

2.3.5.1 The personnel deployed for the cleaning operations should be qualified, trained, efficient, competent and quality conscious in the relevant work and have the knowledge of Pest, Rodent Control and safety procedures.

## 2.3.6 Preservation of Peace and orderly conduct

- 2.3.6.1 The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking & Consumption of Tobacco in any form is not allowed. The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots.
- 2.3.6.2 The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be dealt only by the contractor and employer shall not be the party to such action in any case.

#### 2.3.7 Labour to be Contractor's Employee

2.3.7.1 Labour deployed shall only be the contractor's employee. Deployment of labour hired through sub-contractor is not permitted. If any case of hiring of labour through sub-contractor comes to the notice of employer, then it shall be considered as the sub-contracting of contract and action shall be initiated accordingly.

#### 2.3.8 Uniforms

2.3.8.1 All Managers, Supervisors, staff and representative of contractor shall wear neat and smart Uniform (Shirt, Pant, shoes etc.) with Firm's logo while on duty. The personnel without uniform shall not be permitted in the premises and penalties shall be imposed on the contractor.

#### 2.3.9 Photo Identity Cards

2.3.9.1 The contractor shall provide the photo identity cards to all of the contractor's staff (Contractor's Representative, Managers, Supervisors, Staff). Before deputing the staff for pest and rodent control a copy of the photo identity card will be submitted



to the engineer. Staff without identity card shall not be permitted to enter in the premises.

- 2.3.9.2 Only with the permission of the Engineer, Identity card shall be signed by either the contractor himself or contractor's representative and shall have the contractor's stamp. The identity card signed by any other person shall not be valid. And a list containing detail of identity card issued and soft copy of image of identity card, shall be submitted to engineer before issue of such identity card/s. Whenever such card is issued/ cancelled, the updated list should be deposited before issue of any identity card/s.
- 2.3.9.3 The photo identity card has to be along with the other detail on the paper and then laminated.

## 2.3.10 Entry Exit Pass

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

#### 2.3.11 COMMUNICATION FACILITIES TO STAFF

2.3.11.1 The contractor shall ensure the mobile phone communication facilities to contractor's supervisor and associated staff and the mobile number shall also be provided to Engineer or JMRC i.e. employer.

# 2.4 WORK EXECUTION AND QUALITY CONTROL

## 2.4.1 Procedures:

- 2.4.1.1 Before starting the Pest and rodent control operations, detailed procedures including the deployment of staff, machines equipment's etc. to be used shall submitted within 3 days of the receipt of LOA per the frequency shown in the Technical Specifications and schedule of work annexures.
- 2.4.1.2 The contractor should be capable to work round the clock. The pest & rodent control activities have to be done during non-operational hours of trains, time for which will be intimated to the successful Contractor. Pest &Rodent Control Operation in Trains & Depot Premises has to be carried out in such a manner that all premises look always clean and pest & rodent free.

#### 2.4.2 Manner of execution

2.4.2.1 The contractor shall comply the schedules, procedures, methodology, work instruction given in technical specification and scope of work. If employer does not give detail working procedures, the contractor shall prepare the same and get it approved from the Engineer.

#### 2.4.3 Inspection

2.4.3.1 The contractor supervisor and manager shall supervise and monitor the quality of the work executed.



2.4.3.2 The engineer's representative shall inspect and check for the compliance of contractor for the availability of proper and specified material, consumable, machinery, tools etc.

#### 2.4.4 Records

Contractor will have to maintain proper records of PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES as per direction of the employer.

- 2.4.4.1 Records to be maintained are as follows:
  - a. Deployment of manpower, detail of manpower deputed on work.
  - b. Check sheets for Detail of PEST AND RODENT CONTROL OPERATION AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES, as per schedule.
  - c. Monthly summary of work carried out in as per schedule of work verified by the employer.
  - d. Monthly report.
  - e. Any other document / report / record as desired by the Employer.

#### 2.5 TIME MANAGEMENT

#### 2.5.1 Contract Period

- 2.5.1.1 The contract shall be for a period of 2 years from the date of commencement of work.
- 2.5.1.2 The period of the Contract may be extended as per RTPP Rules.

## 2.5.2 Pest and Rodent Control Operations Timings:

- 2.5.2.1 All operations should be carried out as per the Schedule of work given in Annexure of Bill of Quantities, as per special conditions of contracts & as per the specification.
- 2.5.2.2 **For Metro Trains**: The normal safe working hours for contractor for all pest control operations in Metro Train Coaches from 2200 hrs to 0600 hrs daily.
- 2.5.2.3 For Depot Premises, & ADMIN BUILDING,:: Staff will be deployed at site as per the work frequency mentioned during the contract period from 14:00 hrs. to 22:00 hrs.
- 2.5.2.4 The working hours can be changed by JMRC on Sunday or holiday or any other working days for pest control after giving 8-hour prior intimation to the contractors.
- 2.5.2.5 Pest and Rodent control works in the above mentioned buildings are to be carried out with special care so that, no machines/equipment movement or working staff should get affected.

#### 2.5.3 Suspension of work

2.5.3.1 The work is of essential service required for the passenger. The suspension of work by the contractor or contractor's staff even for a single day may lead to heavy penalties on the contractor up to termination of contract and forfeiture of bank guarantee and recoupment of actual loss occurred to JMRC, decided by the Employer, decision of the Employer shall be final.

#### 2.6 CONTRACT PRICE AND PAYMENT



#### 2.6.1 The Contract Price

- 2.6.1.1 Contract Price, shall be inclusive of all taxes, duties, royalties etc. Nothing extra (except the Service tax as applicable) shall be payable over the quoted rates.
- 2.6.1.2 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 keep the Employer fully indemnified against liability of tax, interest, penalty, any other claim etc., of the Contractor's in respect thereof, which may arise.

#### 2.6.2 Price Variation

2.6.2.1 Price Variation is not applicable in this case.

#### 2.6.3 Advance

2.6.3.1 No advance shall be paid to the contractor.

# 2.6.4 On account payment Application for Interim Payment certificates

- 2.6.4.1 On submission of Bills by contractors monthly, bill will be verified by the Competent Authority. The value of all work done in accordance with the Contract, and the amount which is finally due, 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 monthly.
- 2.6.4.2 The contractor shall submit the check sheets, Service Sheets etc duly signed by the engineer's representative for work done.
- 2.6.4.3 If any activities are not carried out as per the schedule of work the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to 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 Special Condition of Contract.
- 2.6.4.4 Contractor shall abide with the Minimum Wages Act

## 2.6.5 Payment in Applicable Currencies

2.6.5.1 Payment shall be done in INR only.

#### 2.7 PENALTY & DEDUCTION

- 2.7.1.1 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.
- 2.7.1.2 The firm 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 take place shall be imposed. This penalty will be in addition to 10% penalty levied for poor performance.





- 2.7.1.3 If during inspection, the workers are not found in uniform, a penalty of Rs.50 per employee per day will be imposed.
- 2.7.1.4 If during inspection, the workers are not found in proper PPE (Personnel protective equipment) a penalty up to Rs.200 per employee per day will be imposed.
- 2.7.1.5 In case of unavailability of proper chemicals for described usage, penalty up to Rs. 500.00 per day will be imposed.
- 2.7.1.6 The Contractor shall co-ordinate his programme to the extent feasible with the programmers 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
- 2.7.1.7 In case of non-attendance of complaint, within 24 hrs, Rs.500.00 will be charged for each case.
- 2.7.1.8 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.
- 2.7.1.9 In case disposal of 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.
- 2.7.1.10 In case of any major accident /fatality a penalty of not exceeding 20% of total contract value will be levied. This penalty will be addition to 10% penalty levied for poor quality.
- 2.7.1.11 A number of activities are listed against BOQ items and in "Technical specifications and scope of work". Contractor shall perform all the activities. If contractor does not perform all the activities, the proportional amount for the activities not performed shall be deducted. JMRC decision for amount to be deducted shall be final.
- 2.7.1.12 The penalties as above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.

# 2.8 RISK AND RESPONSIBILITY

#### 2.8.1 Indemnity

2.8.1.1 Contractor shall submit the indemnity bond such that the contractor's staff shall not claim of any type eg; payment, employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim.

#### 2.8.2 Use and Care of Site

- 2.8.2.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site.
- 2.8.2.2 The contractor shall work only on those areas of the Electrical / Electronic & other specified equipment which are either mentioned in the specifications or are





permitted by the Employer or mentioned by the authorized representative of the Employer.

#### 3 TECHNICAL SPECIFICATION AND SCOPE OF WORK

#### 3.1 GENERAL INSTRUCTIONS

- i.) The pest and rodent control operation should at no time violate the provisions of the Insecticides Act, 1968 and Insecticides Rules 1971 and any other relevant Law and Rules as framed by Government of India, State Government or Local Bodies.
- ii.) The pest control operators/ agencies should provide an attested copy of their license in the prescribed form with clear endorsement for permission to carry out commercial pest control along with the license for selling, exhibiting and stocking insecticides. Their license should be valid for the entire duration of their contract with JMRC.
- iii.) All pest control operations should be carried out as per the Schedule of work given in 'Bill of Quantity', as per 'special conditions of contracts' & as per the 'Technical specification & Scope of work'.
- iv.) Pest control operation means General Pest control, Rodent Control and Fogging etc.
- v.) The Pest control operation works shall be carried out by contractor with all man power, machine, tools, transport etc. The scope of work includes spraying of pesticide at all places and buildings within ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES under supervision of technically qualified and accredited pest control.
- vi.) The proper record for the chemical and Consumables used for pest rodent control operations shall be maintained by the contractor. The engineer's representative shall frequently monitor the consumption. The custodian of the pesticides, chemicals & consumables shall be with the contractor. However, the contractor has to submit the monthly consumption of the pesticides, chemicals & consumables as per BOQ and scope of work. The JMRC representative has full authority to check the availability, consumption at any time during the contract period.
- vii.) The contractor shall take the Permit to Work from the person-in-charge (PPIO) and the permission from the building authorized before doing work in the depot premises.
- viii.) Pest control machines shall be operated by trained persons only.
- ix.) The pesticides should not be harmful to human and the environment and be approved by the Employer before using in ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES.
- x.) In any case the following substances shall not be used at all: acetone, trichloroethylene and all the aggressive organic solvents (xilene, toluene, dichloroethylene, trichloroethylene, etc.). Also strong acids/alkaline are to be completely avoided (hydrochloric acid, formic acid, nitric acid, sulphuric acid, caustic soda, etc.).
- xi.) All incidental arrangements for safe transport of Material, machine, tools etc. shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.
- xii.) Motorized spray pumps / Electric thermal fogger/ULV sprayer will be used for

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generating mist or sprays.

xiii.) Contractor must follow the "Guidelines for contractor staff to work inside Depot"

#### 3.2 SCOPE OF WORK:

The contractor shall execute the work i.e. Pest & Rodent control at ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES., as mentioned in 'Technical Specifications & Scope of Work' with suitable uniformed trained men, Chemicals, Consumables, modern equipment & machinery etc. at all the Train Maintenance Depots of JMRC.

The following works shall be carried out by contractor with all man power, material, machine, tools, transport etc. The scope of work includes spraying of pesticide at all places and buildings within JMRC ADMIN BUILDING, IN TRAINS AND PREMISES OF MANSAROVAR DEPOT., by applying of chemicals as per prescribed dosages as residual/ Non residual insecticides spray under supervision of technically qualified and accredited pest control.

# 3.2.1 Pest control Operations in ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES

- 3.2.1.1 All pest control activities to be carried out as per the Schedule of work given in 'Bill of Quantity', as per 'Special conditions of contracts' and as other terms & conditions of bid documents.
- 3.2.1.2 Pest control Operations in Depot premises consist of the following activities:

I. General pest control:

- a. To control the entire household pest such as mosquitoes, house, mites, ants, spiders, cockroaches, snakes and other flying / crawling insects in all the closed door premises /building.
- b. All open door premises, plants and hedges will be treated to control /manage all the flying and crawling insects.

II. Rodent control:

- a. Integrated Pest management techniques shall be followed for De-ratting operation, which includes both physical and chemical control measures.
- b. Burrow Fumigation: All rats' burrows all along the building as well as in the open field shall be located and earmarked for chemical treatment with a fumigant (ALP) to eliminate the progeny of the rats to prevent their multiplication and migration in to the building.
- Gum Boards traps and rat batting technique shall be applied inside the control
  of available rats in the entire premises.

III. Anti-termite Treatment:

- a. Anti-termite treatment of the infected area if any and brought will be controlled by general spray. All these chemicals will be sprayed in prescribed dosages as residual/ non -residual insecticidal spray in the form of either mist or sprays either by battery operated knap sack Sprayer or manual Sprayer. Fog will be generated by using Fogging Machine by the trained Pest Control Operator.
- 3.2.1.3 Manpower (Supervisor & trained pest control operation Staff) to be deployed as specified in the bid documents. All the staff to be deployed after given the safety training and police verification. Only authorized staff of contractor having proper identity card issued by the contractor/Firm and with temporary pass of JMRC shall be permitted to enter in Train Maintenance Depots of JMRC.

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- 3.2.1.4 Log book detailing services provided by Contractor which mentioning date of services, services completed, complaints if any etc. will be maintained and signed both by JMRC and contractor officials. However complaint if any will be attended by the operator free of cost.
- 3.2.1.5 The Pest control operation work is to be carried out as per International norms. Eco friendly chemicals / pesticides to the extent possible are to be used. Similarly the waste disposal is also carried out in totally sealed & safe manner without affecting the Environment, as per Policy & Procedure issued by State / Central Government.

#### 3.3 MAN POWER

- 3.3.1.1 Looking to the quantum of work, sufficient skilled/trained manpower should be deployed by the contractor during the contract period at the time of pest & rodent control work.
- 3.3.1.2 JMRC may increase or decrease the no. of activities. The no. of Personnel required may increase or decrease as per requirement of work demanded by JMRC.
- 3.3.1.3 The bidder must establish that he follows all Labour Laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like copy of returns filed for PF, ESI code no. etc.

# 3.4 SUPPLY OF CHEMICALS/ CONSUMABLES:

- a) The contractor shall arrange the Chemicals & Consumables as per 'Bill of quantity' ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES of JMRC and ensure the availability of Chemicals/ Consumables timely.
- b) All the Chemical/pesticides (ISI marked and/or WHO approved) to be purchased from reputed concern. The challans shall be submitted in JMRC custody store of depots and the Chemical/pesticides can be physically verified by the JMRC supervisor if required.
- c) The custodian of the Chemical/pesticides is with the contractor. The contractor shall arrange to deliver the Chemical & Consumables as per delivery schedule on Challan and acknowledgement of the Voucher/Challan of Chemical/Consumables at the time of handover from supervisor of Custody store of respective depot through his authorized representative.
- d) The contractor shall submit certified copies of vouchers/Challan showing quantity of chemicals/consumables handed over to JMRC along with bill for payment.
- e) The custodian of the Chemical/pesticides is with the contractor. However, for quality control all the chemicals/consumables will be checked at any time during the contract period.

#### 3.5 SCHEDULE OF PEST CONTROL OPERATION ACTIVITIES:

The contractor will execute schedule for pest control operation activities as per schedule given below:

#### 3.5.1 IN ADMIN BUILDING AND OTHER PREMISES:

The contractor will execute schedule for pest control operation activities as per schedule given, However tentative quantities of chemicals given below for reference.

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s.No.	Description of Material	UNIT	Frequency	Qty./ Month	Qty./ 02 year
1	Propoxure 20% EC	Itrs	Fortnightly	2.5	60
2	Nuvan (DDVP 76%EC)	Itrs	Fortnightly	6	144
3	Deltamethrin 2.5% WP	kg	Fortnightly	5	120
4	Alluminium Phosphide	kg	Fortnightly	1	24
5	Zinc Phosphide	kg	Fortnightly	0.2	4.8
6	Chloropyriphos 20% EC	ltrs	As per Requirement	3	72
7	Rat Glue pad	Pcs	Fortnightly	25	600

# 3.5.2 IN METRO TRAIN COACHES:

The contractor will execute schedule for pest control operation activities as per schedule given below:

S. N O.	Nature of Treatment	Locatio n	Description of Material	Frequency RAIN COACHES	uni t	Qty./ Train/ Month	Qty./ 02 Year
FLS	CONTROL	PERAITON	IS IN METRO I	KAIN COACHES			
1	General Pest control (Including	Metro Train	Deltamethrin 2.5% Flow	Bi-monthly (Alternatively by each chemical)	Ltr.	0.10	24
-	Cockroaches , spiders etc.)	Coaches	Propoxur 20% EC	Bi-monthly (Alternatively by each chemical)	Ltr.	0.23	55.2
2	Rodent Control	Metro Train Coaches	Rat Glue pad	Monthly	Pcs	40	960

# 3.5.3 IN DEPOT PREMISES:

The contractor will execute schedule for pest control operation activities as per schedule given below:

S . N O .	Nature of Treatment	Location	Description of Material	Frequenc Y	unit	Quant ity / Month	Quantity / 02 Years
1	Anti -Larvae	Water Stagnated bodies, parking area ,water plants etc.	Temiphos 50% EC	Weekly	Ltr	1	24
2	General Pest Control ( Mosquitoes,	Closed door	Lambda cyhalothrin 10% WP	Fortnightl y	Pkt	8	192
	Flies, Spiders, Mites & Other	premises	Deltamethrin 2.5% WP	Monthly	kg	8	192



S . N O .	Nature of Treatment	Location	Description of Material	Frequenc	unit	Quant ity / Month	Quantity / 02 Years
	insects)	Open door premises	Nuvan( DDVP 76% EC)	Fortnightl y	Ltr	4	96
		Plants & Hedges	Malathion 50% EC	Fortnightl Y	Ltr	5	120
3	Anti- Cockroaches	Canteen/ Pantries & offices	Propoxure 20% EC	Fortnightl y	Ltr	3	72
4	Fogging- Flying insect control	Open door	Kingfog	C'.	Ltr	1.2	28.8
	(Mosquitoes & flies etc.)	premises	Diesel	Six treatment Ltr per month	60	1440	
			Petrol	per monen	Ltr	16	384
		All managers	Rat Glue Pad	F	Pcs	25	600
5	Rodent Control	All premises & buildings	Rat Glue	Fortnightl Kg	2	48	
		& buildings	Zinc Phosphide	У	kg	0.2	4.8
6	Termite control	All buildings	Chloropyriphos 20% EC	As & when required	ltr	2	48
7	General Pest Control ( Mosquitoes,	Closed door premises	Cypermethrin - smoke Generator	Monthly	cane	10	240
	Flies, Spiders, Mites & Other insects)	premises	All out Refills	Monthly	no	20	480

# 3.6 SCHEDULE OF RATES (Activity wise break up):

# 3.6.1 Schedule – 1: Pest and Rodent control in Rolling Stock (10 TRAINS EACH HAVING 04 COACHES)

Payment shall be made as per the following weightage for amount/activity:

S. No	Description of work	No. of Train Sets	Activity/Trai n Set/02 Year	No. of activities in 02 years=No. of train set * activity per train set per 02 year	Amount/ activity
1.	General Pest control including cockroaches, anti- larvae (Mosquitoes, Flies, Spiders, Mites & other insects)	10	24	240	0.416 % of Rate Quoted in 1.01 of BOQ
2.	Rodent control	10	24	240	0.416% of Rate Quoted in 1.02 of BOQ





# 3.6.2 Schedule - 2: Pest and Rodent control operation in Depot Premises

Payment shall be made as per the following weightage for amount/activity:

S.No	Description of Items	Frequenc y	Quantit y per year	Quantity per 2 year	Amount/Activit  y ( % of Rate Quoted in 2.01 of BOQ)
1.	Work Shop bays 1& 2	Fortnightly	24	48	0.091
		per Month	12	24	0.183
2.	Workshop Building Ground Floor Sections,	Fortnightly	24	48	0.137
	Rooms and Toilets	per Month	12	24	0.320
3.	Inspection Bays 1, 2 & 3	Fortnightly	24	48	0.137
		per Month	12	24	0.275
4.	Stabling Bay (SBL- 1 to 15) covered and	Fortnightly	24	48	0.096
	uncovered area.	per Month	12	24	0.183
5.	Security & Time Office	Fortnightly	24	48	0.037
		per Month	12	24	0.073
6.	Effluent treatment plant	Fortnightly	24	48	0.027
		per Month	12	24	0.055
7.	Watch Tower & Check Post	Fortnightly	24	48	0.027
		per Month	12	24	0.055
8.	Pit Wheel Lathe	Fortnightly	24	48	0.027
100		per Month	12	24	0.073
9.	Interior Cleaning Shed	Fortnightly	24	48	0.046
		per Month	12	24	0.183
10.	DCOS Store	Fortnightly	24	48	0.046
		per Month	12	24	0.091
11.	P. Way Office	Fortnightly	24	48	0.027
		per Month	12	24	0.055
12.	Parking Area: Car/Scooter etc.	Fortnightly	24	48	0.037



S.No	Description of Items	Frequenc Y	Quantit y per year	Quantity per 2 year	Amount/Activit y (% of Rate Quoted in 2.01 of BOQ)
	N I I I I I I I I I I I I I I I I I I I	per Month	12	24	0.073
13.	Automatic Coach Wash plant	Fortnightly	24	48	0.065
		per Month	12	24	0.091
14.	(Near DCOS, workshop, WTP, and all area along with circular road all around inside Depot)	Fortnightly	24	48	0.091
15.	Anti-Larvae	Weekly	52	104	0.027
16.	Fogging in open Area	6 treatment per month	72	144	0.092

# 3.6.3 Schedule – 3: Pest and Rodent control operation in Admin Building Premises

Payment shall be made as per the following weightage for amount/activity:

S.No	Description of Items	Frequency	Quantit y per year	Quantity per 2 year	Amount ( % of Rate Quoted in 3.01 of BOQ)
1.	ADMIN BUILDING Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor of Wing B	Per Fortnight	24	48	0.436
2.	ADMIN BUILDING Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor of Wing C	Per Fortnight	24	48	0.436
3.	Ground Floor Wing A	Per Fortnight	24	48	0.310
4.	First and Second Floor wing A	Per Fortnight	24	48	0.242
5.	CHILLER PLANT	Per Fortnight	24	48	0.194
6.	ASS (Auxiliary Sub Station)	Per Fortnight	24	48	0.194
7.	PUMP HOUSE	Per Fortnight	24	48	0.145
8.	Larvae Control	Per Week	52	104	0.058

# 3.7 PREMISES FOR PEST CONTROL OPERATION ACTIVITIES:



#### 3.7.1 Premises of Admin Building

3.7.1.1 The contractor will execute schedule for pest control operation activities with the suitable uniformed trained men with modern equipment & machinery for the total covered and uncovered area of Admin building premises, sheds, open areas etc. Name of some building are given below for reference purpose.

SI. No.	Building/ Location
1.	ADMIN BUILDING Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor of Wing B and C
2.	Ground Floor Wing A
3.	First and Second Floor wing A
4.	CHILLER PLANT
5.	ASS (Auxiliary Sub Station)
6.	PUMP HOUSE

### 3.7.2 Premises of Depot Area

3.7.2.1 The contractor will execute schedule for pest control operation activities with the suitable uniformed trained men with modern equipment& machinery for the total covered and uncovered area of the Depot including all building premises, sheds, open areas etc. Name of some depots building are given below for reference purpose.

SI. No.	Building/ Location
1.	Work Shop bays 1&2
2.	Workshop Building Ground Floor Sections, Rooms and Toilets
3.	Inspection Bays 1, 2 & 3
4.	Stabling Bay (SBL- 1 to 15) covered and uncovered area.
5.	Security & Time Office
6.	Effluent treatment plant
7.	R.O plant
8.	Watch Tower & Check Post
9.	Pit Wheel Lathe
10.	Interior Cleaning Shed
11.	DCOS Store
12.	P. Way Office
13.	Parking Area: Car/Scooter etc.
14.	Automatic Coach Wash plant
15.	Circulating Roads
16.	(Near DCOS, workshop, WTP, and area along with circular road all around inside Depot)



**Note:** Before quoting the rates, bidder may visit the Mansarovar depots for actual work and assess the area. All Building, Shed area & Open area of adjacent to these buildings are covered during the contract period.

# 3.8 GUIDELINES FOR CONTRACTOR STAFF TO WORK INSIDE DEPOT

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



#### 3.8.1 While moving in the Depot

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

#### 3.8.2 While working in the train

- Do not board/jump off moving train (doesn't matter how slow it is)
- Do not go under the train (when it is energized)
- Do not touch any part or equipment mounted under the train
- Do not touch or disturb any set up or equipment in any open boxes/cubicle
- Do not direct water jet towards high tension overhead line
- · Do not run on slippery area or wet floor
- · Do not try to access any of the roof platform other than the designated gate/door
- Do not try to access the roof platform without any prior permission
- Do not jump from the train in inspection bay line (use ladder with proper clearance from the train) as train floor is very high at inspection bay
- Do not put ladder or other working platform beyond yellow line (marked on the floor of Inspection Bay Line)
- · Be careful of other activities happening around
- Report any damage caused (to train or other property) or any other suspicious object to PPIO In charge or INSPECTION Supervisor





# 4 FORMATS FORMING PART OF TECHNICAL BID

INDEX	FORM
Form of Bid with Appendix	А
Form of Bank Guarantee for Bid Security	В
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General Information	T-I
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Declaration by the bidder regarding qualifications	Annexure B
GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS	Annexure C
CHECKLIST OF DOCUMENTS TO BE SUBMITBED WITH THE BID	Annexure D





# 4.1 FORM A: 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: BID FOR PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND MANSAROVAR DEPOT PERMISES..

To

GENERAL MANAGER (ROLLING STOCK)

JAIPUR METRO RAIL CORPORATION LTD,

JMRC, 2<sup>nd</sup> Floor, Admin Building.

Mansarovar Depot, Near Ganga Jamuna Petrol Pump,

Mansarovar, Jaipur.302020

- 2. We acknowledge that the Appendix forms an integral part of the Bid.
- 3. We undertake, if our Bid is accepted, to commence the works within 7days of issue of the Engineer's order to commence and to complete the whole of the Works comprised in the Contract up to 24 months calculated from the date of Commencement of the work, as indicated in the Appendix.
- 4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.
- 5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
- 6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
- 7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 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

Dated this......day of........... 2017



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.

- 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.

Signature
Name in the capacity of
Duly authorized to sign Bids for and on behalf of
Address
Witness - Signature
Name
Address
Occupation



# 4.1.1 APPENDIX TO THE FORM OF BID

S.N.	Condition of Contract	Description
i.	Amount of Bank Guarantee as Performance Security	5 percent of the Contract Price.
II.	Minimum amount of Third Party Insurance	Rs.1 lac for any one incident, with no. of incidents unlimited.
Iii	Period for commencement of work from the date as mentioned in LOA	As per LOA
Iv	Contract Period from the date of commencement of work	2 years from the date of commencement of work.
v.	Penalty for non-completion of work or poor quality of work	As per clause 2.7.1.1 of Special Conditions of Contract

	Name		
Date Place	Address		



4.2 FC	ORM B FORM OF BANK GUARA	NTEE FOR BID SECURITY
.2.1.1	Bank) having our registered office at of country) (hereinafter called "the B Corporation Limited (hereinafter callfor which payment wi	(Name of (Address and Name ank") are bound unto Jaipur Metro Rail ed "the Employer") in the sum of Rs.
	Employer, the Bank binds itself, its su	ccessors and assigns by these presents.
.2.1.2	bidder") has submitted its bid dated_ rodent at ADMIN BUILDING, ROLLII PERMISES contract for Jaipur MRTS project hereinafter called required to furnish a bank guarantee) as bid se	ame of bidder) (hereinafter called "the for controlling of pests and NG STOCK AND MANSAROVAR DEPOT of rail/metro corridor of the bid". And whereas the bidder is for the sum of Rs (rupees ecurity against the bidder's offer as
		(name and address of the bank) eed to give this guarantee as hereinafter
.2.1.3	We further agree as follows:	
a.	indulgence to or negotiate further w contained in the said bid and thereb	ecting this guarantee grant time or other ith the Bidder in regard to the conditions y modify these conditions or add thereto e mutually agreed upon between the
b.		contained shall not be affected by any nk or in the constitution of the Bidder.
c.		the Employer and the Bidder shall be he amount due hereunder and shall not
d.		om the date hereof and shall remain in Guarantee is valid i.e. 120 days from the
е.		nd 'the Bank' herein used shall, unless to the subject or context, include their
.2.1.4	THE CONDITIONS OF THIS OBLIGATIO	N ARE:
		up to the above amount upon receipt of e Employer having to substantiate his
		Log
		ignature ofuthorized Official



of the Bank

Signature of the witness	Name of Official
	Designation
	I.D. No
Name of the Witness	Stamp/Seal
	of the Bank
Address of the Witness	



#### 4.3 FORM C

#### PRO FORMA FOR STATEMENT OF DEVIATIONS

4.3.1.1 The following are the particulars of deviations from the requirements of the Instructions to Bidders", "General Conditions of Contract", "Special Conditions of Contract and Bid Specifications:

Clause Deviations		Remarks (including justification)	
	-		

# Signature of Bidder

#### Note

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





4.4.1.1	This deed of Guarantee made this day of between Bank
	of (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
4.4.1.2	Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for Rail /Metro Corridor of Jaipur MRTS Project (hereinafter called "the contract") to M/s (Name of the Contractor) (hereinafter called "the Contractor").
4.4.1.3	AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs(Amount in figures and words).
4.4.1.4	Now we the Undersigned
4.4.1.5	After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order without assigning any reason from the Employer i.e. GM(RS), JMRC, Jaipur in the bank Account of JMRC.
4.4.1.6	This Guarantee is valid for a period of <u>26 Months</u> from the date of commencement of work. (The initial period for which this Guarantee will be valid must be for at least sixty days beyond the Defect Liability Period).
4.4.1.7	At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 4.4.1.5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor
4.4.1.8	The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
4.4.1.9	The neglect or forbearance of the Employer in enforcement of payment of any

moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the

bank of their liability under this deed.



.4.1.10	used shall include their respective successors and assigns.
	In witness whereof I/We of the bank have signed and sealed this guarantee on theday of (Month) 2017 being herewith duly authorized.
	For and on behalf of theBank.
	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 Bankby the above
	named
	In the presence of:
	Witness 1.
	Signature
	Name
	Address
	Witness 2.
	Signature
	Name
	Address



4.5	FORM	F	FORM	OF	A	GR	EEMENT
7.0	I WITH	-	I CONTRACT	U	~	un	CEMENT

(Refer Clause 1.8.2.1of "Instructions to Bidders")

4.5.1.1	This Agreement is made on the day of :	2017				
	Between GENERAL MANAGER (ROLLING STOCK), JAIPUR METRO	RAIL				
	CORPORATION LTD, JMRC, 2 <sup>nd</sup> Floor, Admin Building. Mansarovar Depot,	Near				
	Ganga Jamuna Petrol Pump, Mansarovar, Jaipur.302020.hereinafter called					
	Employer" of the one part and					
	(Name and Address of Contractor)	here				
	in after called "the Contractor" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. "JMRC/O&S/RS/NIB/2017-18/002"					
	Comprehensive pest and rodent control at ADMIN BUILDING, TRAINS PREMISES OF MANSAROVAR DEPOT., Jaipur Metro, MRTS Project herein called "the Works" and has accepted a Bid by the Contractor for the execution of	after				
	and completion of such works (as well as guarantee of such works) and remedying of defects therein.					

NOW THIS AGREEMENT WITNESSETH as follows:

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



#### **OBLIGATION OF THE CONTRACTOR**

- 4.5.1.6 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- 4.5.1.7 The staff/labour recruited by the Contractor for Comprehensive PEST AND RODENT CONTROL AT ADMIN BUILDING, ROLLING STOCK AND PREMISES OF MANSAROVAR DEPOT will be the sole responsibility of the Contractor and JMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in JMRC.

#### JURISDICTION OF COURT

- 4.5.1.8 The Courts at Jaipur/Jaipur city shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 4.5.1.9 IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor	For and on behalf of the Employer
Signature of the authorised official	Signature of the authorised official
Name of the official	Name of the official
Stamp/Seal of the Contractor	Stamp/Seal of the Employer
SIGNED, SEALED AND DELIVERED  By the said  Name: on behalf of the Contractor in the presence of:  Witness Name Address	By the said Name: on behalf of the Employer in the presence of: Witness Name Address

#### Note:

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



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



# 4.6 FORM F POWER OF ATTORNEY FOR SIGNING OF BID Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)...... Son/daughter/wife of...... and presently residing at....., who presently is employed with us and holding position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney")to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid no. JMRC/O&S/RS/NIB/2017-18/002 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always deemed have been done by be to us. IN WITNESS WHEREOF WE , ......THE ABOVE NAMED PRINCIPAL For (Signature) (Name, Title and Address) Witnesses:

#### Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

# Notes:

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



#### 4.7 FORM T-I GENERAL INFORMATION

- Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.
  - Bidder Company detail
    - a. Name of Bidder Company:
    - b. Address of the corporate headquarters and its branch office(s), if any, in India:
    - c. Date of incorporation and/ or commencement of business:
  - 2 Particulars of the Authorised Signatory of the Applicant:
    - (a) Name:
    - (b) Designation:
    - (c) Address:
    - (d) Phone Number:
    - (e) Fax Number:
  - 3 PAN Number (attach photocopy):
  - 4 Service Tax Regn. No (attach copy of the registration certificate):
  - 5 VAT registration number (enclose VAT registration certificate):
  - 6 PF and ESI compliance
    - a. PF registration no.:
    - b. ESI registration no.:
    - c. Code no. as per ESI Act 1948.
  - 7 Bank Account Detail (for purpose of receiving payment from JMRC) :
    - a. Name of the Account Holder:
    - b. Name of the Bank:
    - c. Branch Address:
    - d. 9-digit MICR Code:
    - e. Account type (SB, Current, Cash Credit A/c, etc.):



#### 4.8 FORM T-II EXPERIENCE RECORD

- 1. Total number of years of experience in "pest and rodent control operation"
- Detail of experience in specialized Pest and Rodent Control Operation for last five years.

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

# Notes:

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



4.9 FORM T-III DELETED



# 4.10 FORM T-IV FINANCIAL DATA

# 4.10.1 Total value of work done during the period 2013-2014 to 2015-2016

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

## Note:

# Attach the following:

- a) Attested copies of the financial statements of the last three financial years,
- b) Income Tax Return for last three years.





# 4.10.2 List of all On-going Contracts

	Total	Number of contracts of each type		Number for which applicant went in for		Number of contrac ts in		
Name of the applicant (constituen t member in case of Group)	numb er of works in hand	numb er of vorks n	Arbitrati on	Litigatio n	which date of complet ion given in the original has already burst	**Total value of balance works yet to be done in Rupee equivalent as on 31/03/2017 with initial date of completion		

- 4.10.2.1 Applicant (each member of the group) should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.
- 4.10.2.2 This figure should also include the year-wise break-up of part value of works to be executed in the two years period (2014-2016) even if completion of such works spills over beyond this two years period (2014-2016).



#### 4.11 FORM T -V INDEMNITY BY CONTRACTOR

(To be filled by Contractor)

have understood all the safety rules a M/sdeclare that I M/sdeclare that I M/s	hereby agree and undertake that I nd procedures and all staff working on behalf of will abide by all safety rules and procedures. I will be responsible for any safety be responsible in case of any accident / incident otherwise.
I hereby declare that I am for giving s	sole responsible on behalf of M/s
Name of Indemnifier	Signature of Indemnifier
Stamp/Seal of the Indemnifier /Contrac	ctor
Signature of JMRC Official	



# 4.12 FORM T-VI INDEMNITY BY CONTRACTOR STAFF

(To be filled by contractor staff individually)

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

Name of Indemnifier	Signature of Indemnifier
	***************************************
Name of Contractor	Signature of Contractor



13 FORM T-VII CURRICULUM VITAE	
	Affix self-
	attested
	photograph
adhar Card No. (Optional)	
	<del> </del>
AME	
AME :	_
ATHER NAME	
ATHER NAME :	3 I
PATE OF BIRTH :	
ERMANENT ADDRESS :	
	2
RESIDENTIAL ADDRESS :	
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Access to the second se	
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EDUCATIONAL QUALIFICATION :	
TECHNICAL QUALIFICATION :	
EXPERIENCE :	
LANGUAGE KNOWN	
NATIONALITY :	
CATEGORY :	
DATE:	
PLACE: Left hand Thumb impression SIGNATURE	
Designation of staff	
	6
(To be filled by contractor)	10h Ps
Attested by authorised person:	May 10
(Seal & Signature of proprietor)	. 0
Phone/Mobile No:	



# 4.14 FORM T-VIII BANK DETAIL FOR E-PAYMENT

Beneficiary name :	
Beneficiary Address :	
Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	
+1	
	*
2	
Bank Detail:	
Bank Name:	
Branch Name and Address:	
Beneficiary A/C No.	Beneficiary A/C Type ( Saving/Current):
Beneficiary A/c Name:	
Nine - Digit branch MICR Code:	
IFSC Code of the branch:	
Stamp & Signature of Authorized Signatory	100 (00)



# 4.15 ANNEXURE-"A" Obligation / Compliance to be insured by contractor

		Compliance of Contractor			
S.No.	Items	(To be filled by Contractor)			
		YES	NO		
1	Compliance of Minimum wages Act by Payment of wage on 7th of every month in the presence of nominated representative of employer or Bank Payment.				
2	Compliance of provisions of PF, ESI or Workmen compensation Act				
3	To ensure treatment in case of accident / injuries suffered in performance of work including wages and compensation under WC Act, if not covered under ESI.		£		
4	Send Accident report to Regional Labour Commissioner (RLC).				
5	Observance of working hours, weekly rest and overtime payment as per section 28 of BOCW Act.				

#### Note:

In case of non-filling or 'NO' by contractor against any of the items above, the bidder's offer will be summarily rejected and financial package will not be opened.

Signature with Seal of Contractor/Proprietor





# 4.16 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 1the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:



#### 4.17 ANNEXURE C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

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

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

## (1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under Para (I) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose 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.

## (4) Form of Appeal

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

# (5) Fee for filing appeal

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

# (6) Procedure for disposal of appeal

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



Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012
Appeal Noof
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. To the Appellant averages to be
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:
(Compart ad by an affidavity)
(Support ed by an affidavit)
7. Prayer:
Place
Place
Date
Signature



# 4.18 ANNEXURE D: CHECKLIST OF DOCUMENTS TO BE UPLOADED WITH THE BID ON WWW.EPROC.RAJASTHAN.GOV.IN

SI. No	Document	No. of sets to be	
	ONLINE BID PACKAGE COMPRISING OF:	uploaded	
1.	Bid documents (i.e. NIB, ITB, SCC, Technical Specification, BOQ)	One in Original	
2.	Form of Bid and Appendix thereof (Form A)	One in Original	
3.	Bid security submitted (Form B 4.2 in case of Bank Guarantee)	One in Original	
4.	Statement of deviations from Bid Documents (Form C)	One in Original	
5.	Power of attorney for individuals signing on behalf of Company/Firm	One in Original	
6.	General information on the bidder (Form T-I)	One in Original	
7.	Experience Record(Form T-II)	One in Original	
8.	Financial Data (Form T-IV)	One in Original	
9.	Indemnity by contractor (Form T-V)	One in Original	
10.	BANK DETAIL FOR E-PAYMENT(Form T-VIII)	One in Original	
11.	Obligation / Compliance to be insured by Contractor (Annexure-"A" 4.15 )	One in Original	
12.	Audited Balance sheets with Profit &Loss accounts for last three years (2013-14, 2014-15, 2015-16)	Attested copy	
13.	Income Tax Return for last three years.	Attested copy	
14.	Service Tax/ sale tax registration and clearance certificate	Attested copy	
15.	PF registration Certificate (if applicable)	Attested copy	
16.	ESI registration certificate (if applicable)	Attested copy	





#### 5 FINANCIAL BID BILL OF QUANTITIES

#### Note:

- The following format is to be filled and submitted online by the bidder
- IMPORTANT: The tables as reproduced below are for reference only and the same are not to be submitted in hard form.







BOO

Bid Inviting Authority: GENERAL MANAGER (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD. JAIPUR

Name of Work: Pest and Rodent control operation at Admin Building, Rolling Stock and Mansarovar depot Premises

Contract No: JMRC/O&S/RS/NIB/2017-18/002

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. Before filling the rates, bidders are advised to refer to the Schedule of Pest and Rodent Control Operation Activities and rates as given at Clause 3 of Bid Document for the purpose of estimating their costs.

2. Bidder shall quote the rate inclusive of all i.e. labour, material, transportation, taxes on chemicals, statutory contributions etc. excluding service tax.

3. The quantity of work and availability of site may vary as per site requirement during contract period.

4. The payment will be made on actual basis of the Pest& Rodent control operation performed.

5. All amounts are to be filled in Indian Rupees.

6. If the cost of any item is observed to be unjustified, the bid may be rejected. For example, Bidder shall take into account compliance of Minimum Wages, PF, ESI etc., and if quoted rates are determined to be non-complying with the same, the bid will be summarily rejected.

7. The payment will be made on actual basis for the units maintained and for the period of maintenance.

8. Bidder shall quote rate excluding Service Tax which shall be reimbursed on actual basis.

NUMBER	TEXT	NUMBE R	TEXT	NUMBER	NUMBE R	TEXT
SI. No.	Item Descriptio n	Quantit y (for two years)	UNITS	Rate/UNIT in Figures To be entered by the Bidder in INR(including all taxes & duties exclusive of Service Tax)	TOTAL AMOUN T in figure	TOTAL AMOUNT In Words



1	Pest and Rodent control in Rolling Stock (10 TRAINS EACH HAVING 04 COACHES)					
1.01	General Pest control including cockroache s, anti- larvae (Mosquitoes , Flies, Spiders, Mites & other insects)	24.0	Per month	0.00	0.00	INR Zero Only
1.02	Rodent control	24.0	Per month	0.00	0.00	INR Zero Only
2	Pest and Rodent control operation in Depot Premises					
2.01	Pest & Rodent control in Depot premises	24.0	Per month	0.00	0.00	INR Zero Only
3	Pest and Rodent control operation in Admin Building Premises					
3.01	Pest & Rodent control in the Admin Building premises	24.0	Per month	0.00	0.00	INR Zero Only



Total in Figures (1+2+3) Excluding Service tax			0.00	Zero Only	
Total in Words (1+2+3) Excluding Service tax		INR	Zero Only		

(on R)