

Price Rs. 3000/-

JAIPUR METRO RAIL CORPORATION LTD.

NIB No. 14/NIB/O&S/CIVIL/RF-CCW/2016-17

Dated:- 25.04.2016

**“Furnishing and Upgradation work of JMRC Flats at
Bhrigu Path Mansarovar, Jaipur”.**

BID DOCUMENT



JAIPUR METRO

JaipurMetroRail CorporationLtd.

3rd Floor, Admin Building, Depot of Jaipur Metro,
Bhrigu Path, Mansarovar, Jaipur,302020

Website:www.jaipurmetrorail.in

Email: jgmc.jmrc@gmail.com ; dos.jmrc@gmail.com

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SECTION 1

NOTICE INVITING BID (NIB)

NIB No. 14/NIB/O&S/CIVIL/RF-CCW/2015-16

Dated:- 25.04.2016

1.1 GENERAL

- (i) **Jaipur Metro Rail Corporation** invites Digitally Signed and Sealed Bids from interested and eligible agencies for “Furnishing and Upgradation work of JMRC Flats at Bhriгу Path Mansarovar, Jaipur”.
- (ii) The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation’s website www.jaipurmetrorail.in and state procurement portal i.e., <http://sppp.rajasthan.gov.in>.
- (iii) Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.
- (iv) Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified below. The objective of this meeting is to address the queries of the prospective bidders related to the Work/ Bidding document.

1.1.1 The key details of the NIB are as follows:

KEY DETAILS

a.	Name of Work and NIB No.	:	“Furnishing and Upgradation work of JMRC Flats at Bhriгу Path Mansarovar, Jaipur”. NIB No. 14/NIB/O&S/Civil/RF-CCW/2016-17
b.	Approximate Cost of work	:	Rs. 42.00 Lacs
c.	Bid Security Amount	:	Rs. 84,000/- ((by Demand Draft / Bankers Cheque /in form of Cash/Deposit through eGRAS /Bank Guarantee in specified format (Form B of ITB) of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited)

d.	Cost of Bid form (Non Refundable)	:	Rs.3000/- (Rs. Three Thousands Only), (Non-refundable) by Demand draft/ Banker's Cheque payable in favor of Jaipur Metro Rail Corporation Limited.
e.	E- Bidding Processing Fee (Non Refundable)	:	Rs.1000/- (Rs. One Thousand only) by Demand Draft / Bankers Cheque, payable in favor of MD, RISL Jaipur.
f.	Online Bid Document availability period	:	From Date 25.04.2016 time 17:00 Hrs to Date 16.05.2016 time 15:00 Hrs
g.	Online Bid Document submission period	:	From date 25.04.2016 time 17:00 Hrs to Date 16.05.2016 time 15:00 Hrs
h.	Date & Time of opening of Online Technical Bid	:	Date 16.05.2016 Time 15:30 Hrs.
i.	Date and Time of opening of online Financial Bid	:	Shall be intimated later to technically qualified bidders through e-mail/phone/ e-proc website.
j.	Venue and Date of physical submission of Bid Cost, Bid Security and Processing Fee	:	O/o General Manager (Civil), JMRC, Room No-309, 3 rd Floor, Admin Building, Depot of JMRC, Bhriugu Path, Mansarovar, Jaipur. PIN: 302020 Up to 15:00 Hrs of 16.05.2016
k.	Last date of Seeking Clarification by the Bidder from Jaipur Metro Rail Corporation	:	Date 09.05.2016 Time 16:00 Hrs
l.	Date and Time of Pre Bid meeting	:	Date 09.05.2016 Time 11:30 Hrs
m.	Validity of Bid	:	120 days from the last date of submission of Bid.
n.	Stipulated date of Commencement of work	:	Within seven days from the date of issue of "Letter of Acceptance" OR as per the directions contained in LOA.
o.	Period of Completion	:	90 Days from the stipulated date of commencement.
p.	Authority and place for Pre-Bid Meeting, seeking clarifications etc.	:	O/o General Manager (Civil), JMRC, Room No-309, 3 rd Floor, Admin Building, Depot of JMRC, Bhriugu Path, Mansarovar, Jaipur. PIN: 302020 Tel-07728895314; 07728895426

1.1.2 Definitions

Agreement	The Contract Agreement to be executed between JMRC and Agency, subsequent to the Letter of Award, as per the format at Form-E of ITB.
Agency/Bidder	The Agency/Bidder engaged pursuant to this Bid for conducting the Work as per the Scope of Work defined in this Bid document.
Corporation	Jaipur Metro Rail Corporation Ltd.
JMRC	Jaipur Metro Rail Corporation Ltd.
Service	Shall mean “Furnishing and Upgradation work of JMRC Flats at Bhrigu Path Mansarovar, Jaipur” as mentioned in Scope of Work.
LOA	Letter of Award – Letter from Corporation to selected Agency conveying selection and outlining the terms and rates for the work.
Bidder	The firm or company who submits proposal in response to this BID within the time prescribed for the purpose.
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC.
Contract Agreement Amount	The contract amount finally approved by JMRC for the entire work for the duration of the contract (and extended) pursuant to this Bid process, as mentioned in the LOA.
Work	The work of “Furnishing and Upgradation work of JMRC Flats at Bhrigu Path Mansarovar, Jaipur” to be carried out as per the Scope of Work defined in this BID document.
CCA	Controller of Certifying Authorities.
Employer	Jaipur Metro Rail Corporation Limited.

1.2 POINTS TO BE NOTED

1.2.1 Bid document consists of the following:

- a. Notice Inviting Bid – consisting of
 - i. Notice Inviting Bid
 - ii. Scope of Work
 - iii. Bid Price
- b. Instructions to Bidders
- c. General Conditions of Contract
- d. Special Conditions of Contract (General)
- e. Bill of Quantities.
- f. All Annexure/Formats/Forms etc.

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

- 1.2.2 The Bidder may obtain further information in respect of these Bid documents from the Office of O/o General Manager (Civil), JMRC, Room No-309, 3rd Floor, Admin Building, Depot of JMRC, Bhrigu Path, Mansarovar, Jaipur. PIN: 302020

- 1.2.3 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in clause 20.0 of ‘Instruction to Bidders’ and /or minor deviation without quoting the cost of withdrawal shall be considered as non responsive and shall be summarily rejected.
- 1.2.4 JAIPUR METRO RAIL CORPORATION LTD. reserves the right to accept or reject any or all proposals without assigning any reasons. Bidder shall not have any cause of action or claim against the JAIPUR METRO RAIL CORPORATION LTD. for rejection of his proposal.
- 1.2.5 Bidders are to carry out their self assessment in respect of their capacity in terms of manpower, machine and finance. They are to indicate separate set of manpower, machinery in different Bids. Once a Bid is accepted, resources required for its execution shall not be considered for assessment of other Bid. The Bidder is to consider + ve or - ve in the annual value or work to be executed to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work may also be reduced on account of poor performance and bidder shall have no right for any claims due to reduction in scope of work.

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

(a) Work Experience : - (Physical requirement)

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

(i) Three similar completed works each costing not less than the amount equal to Rs. 8.40 lacs (20% of the estimated cost)

Or

(ii) Two similar completed works each costing not less than the amount equal to Rs. 10.50 lacs (25% of the estimated cost)

Or

(iii) One similar completed work each costing not less than the amount equal to Rs. 21.00 lacs (50% of the estimated cost.)

(b) Financial Standing (Average Annual Turnover) :-

The average annual turnover of applicant during each of last three audited financial years should not be less than Rs. 33.60 lacs.

- (c) **Definition of similar work:-** :- "Any work of Buildings of Central Government / Rajasthan State Government / Central PSU / Rajasthan State PSUs/ Autonomous Bodies of Central or State Government.
- (d) **Other Eligibility Requirements**
Bidder should meet other eligibility requirements as per following:-

S. No.	Eligibility Criteria	Documents required to substantiate the same
(i)	The bidder firm should be in existence at least for last five years reckoned from last date of month previous to the one in which the Bid is invited.	a. Copy of Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. b. Copy of Articles of Association & Memorandum of Association (if applicable) c. Income Tax Registration (Copy of PAN Card) d. Profile of the firm including the related activities done in last five years along with copies of work orders. e. Self certified copy of the statement of Bank Account for the Last Six Months in the name of bidding firm.

Note:-

- (a) For point no. (i) , in case of bidder is consortium, the above documents shall be mandatorily submitted for all the constituent members.
- (b) **The bidder is required to get its firm registered for Service Tax, EPF, ESI and Contract Labor license within 15 days of issuance of LOA. If the bidder does not get registered with these Statutory Authorities then its 1st Running Account (R/A) payment shall not be released till it get registered with these Authorities.**
Firm is required to submit an undertaking in this regard as per Annexure-III (ITB).

General Manager (Civil)
Jaipur Metro Rail Corporation Limited.

SECTION 2
SCOPE OF WORK

2.0 The bidder will execute the work i.e. **“Furnishing and Upgradation work of JMRC Flats at Bhrigu Path Mansarovar, Jaipur”**.

2.1 **Brief Scope**

The above work shall cover the following:

- a) Provision of all necessary labours, construction equipment, instruments/appliances and Civil and Electrical Work Items to be installed in connection with all above mentioned work as specified or as directed by Engineer-in-Charge or the representative of Engineer.
- b) Any other item of work as may be required, to be carried out as per PWD BSR 2012 & 2014 city circle (for Electrical Fittings work and Sanitary/Civil Works) respectively, Jaipur specifications, for completing the job in all respects in accordance with the provisions of contract.
- c) PWD BSR 2012 & 2014 city circle, Jaipur specifications will be applicable for methodology of execution of work for all BSR 2012 & 2014 items (for Electrical Fittings work and Sanitary/Civil Works respectively). For NBSR items methodology as per relevant IS codes or structural drawing with method statement shall be provided by Engineer-In-Charge.
- d) Clearing site after completion of work and handing over of all the works, as specified and directed by Engineer-In-Charge.
- e) Damage caused to properties of JMRC if any, during execution of above work shall be rectified by the contractor at his cost failing which the cost of rectification shall be recovered at market cost of such items from any RA Bill / Final Bill of the contractor.
- f) The work shall be carried out as and when required by JMRC with all safety precautions as per the directions of Engineer-In-Charge.
- g) Defects Liability Period is **Six Months** from date of completion of the contract
- h) Any addition / alteration / modification carried out in the Bill of Quantities.

The value of work shall be on items of rates accepted and/or percentages above/below/par on PWD BSR 2012 & 2014 city circle, Jaipur. Letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract.

2.2 The above mentioned work should be carried out with contractors own material, labour and tools /plants as per the specification and drawings, complete as required.

2.3 **Time Schedule:**

The contract period for execution of the above mentioned work is 90 days from stipulated date of commencement of work.

2.4 **Specifications:-**

PWD BSR 2012 (For Electrical Fittings Work) & 2014 (For Sanitary Fittings/Civil Works) city circle, Jaipur specifications for these works and work should be carried out as per these specifications and manual.

Measurement for the Mild Steel Work:- Front area of the work adding the side area of the frame shall be measured for the payment.

Note:- For example; if the depth of frame is .075meters then 2x.075 shall be added to front length and breadth of the Mild Steel Work for the calculation of area for payment.

**SECTION 3
BID PRICES AND SCHEDULE OF PAYMENT**

3.1 Bid Prices

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

3.1.2 **Schedule of Payment**

The payment will be made as per the accepted rates & corresponding to actual progress of work at site.

3.1.3 **Special condition**

1. All works/items entered in “Site Order Book” shall be acknowledged on regular basis and its compliance shall be ensured within given time period. Any delay failure to comply/attend the work may invite penalty as mentioned in Appendix to the form of Bid (VI) of ITB and the particular delay/failure shall be recorded and reflected in his performance report for the purpose of evaluation of the contract.
2. The contractor shall depute qualified Civil as well as Electrical Engineer to supervise the work and to attend the office of JE/Manager (Civil) daily and note down works entered in “Site Order Book”.
3. Deleted.
4. Price variation shall be governed by Clause 21.0 of Special Conditions of Contract-General (SCC).

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

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**“FURNISHING AND UPGRADATION WORK OF JMRC FLATS AT BHRIGU PATH
MANSAROVAR, JAIPUR”**

INSTRUCTIONS TO BIDDERS

1.0 GENERAL GUIDELINES:-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- B. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document (including General Conditions of Contract), Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Digitally Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document will not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- C. Bidders may be single firms or may be members of a consortium. Bidders may read carefully the directions concerning the requirements for consortiums.
- D. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned digitally signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- E. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- F. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the website. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- G. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities. Further, bidders may not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure, etc. JMRC reserves the right to approach previous clients of the Bidders to verify/ascertain client's performance.
- H. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.

- I. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.
- J. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website www.jaipurmetrorail.in or state procurement portal <http://sppp.rajasthan.gov.in> for any kind of latest Information, Addendum, Clarification, etc.
- K. Words “Bid” and “Tender” have been used interchangeably in this Bid Document.

1.1 INTRODUCTION

Sealed Open bids are invited from the interested & eligible Bidders for the Contract NIB No. 14/NIB/O&S/Civil/RF-CCW/2015-16, for “**Furnishing and Upgradation work of JMRC Flats at Bhriгу Path Mansarovar, Jaipur**” herein after called the ‘Employer’, for Works in accordance with this Bid Package. The bid papers consist of the following documents, along with their annexures, appendices, addenda and errata if any

Volume 1

- a) Notice Inviting Bid (NIB)
- b) Instructions to Bidders (ITB)
- c) Special Conditions of Contract (SCC)

Volume 2

- a) General Conditions of Contract (GCC)

Volume 3

- a) Bill of Quantities.

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

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

O/o General Manager (Civil), JMRC, Room No-309, 3rd Floor, Admin Building, Depot of JMRC, Bhriгу Path, Mansarovar, Jaipur. PIN: 302020

- 1.3 Some essential data/requirements pertaining to this Bid along with reference to Clause number of this volume where full details have been given are detailed below.
- a) “Bid security” to be furnished by the Bidder (Clause 12.0 of ITB): **Rs. 84,000/-**
 - b) Last date for issuing amendment, if any shall be intimated later.
 - c) Bids are to be submitted through online bidding system of www.eproc.rajasthan.gov.in only.
 - d) Date of opening of the Bid Package (Clause 17.0 of ITB & NIB 1.1.2 h & i).
 - e) Period for which the bid is to be kept valid (Clause 11.1 of ITB): 120 days from the last date of submission of Bid.

- f) Period of commencement of work (Form A of ITB): 7days from the date of issue of "Letter of acceptance".
- g) Contract Period (Form A of ITB): 90 Days from the date of commencement of work.

1.4 Who can Apply

- 1.4.1 Bidder may apply themselves or in Partnership/Joint Venture/Consortium. Requirements from consortium are checked out in Clause 2.2.2, 2.2.3 & 2.3 of ITB.
- 1.4.2 Bidder, if being a company, should be registered with the Registrar of Companies, under the Indian Companies Act, 1956 or Companies Act, 2013.
- 1.4.3 Bidder should have a valid registration with EPFO, ESIC and Service Tax Department and under contract labour (Regulations and Abolition) Act, 1970.

2.0 PREQUALIFICATION REQUIREMENTS:

2.1 Minimum Eligibility Criteria

(a) Work Experience : - (Physical requirement)

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

- (i) Three similar completed works each costing not less than the amount equal to Rs. 8.40 lacs (20% of the estimated cost)

Or

- (ii) Two similar completed works each costing not less than the amount equal to Rs. 10.50 lacs (25% of the estimated cost)

Or

- (iii) One similar completed work each costing not less than the amount equal to Rs. 21.00 lacs (50% of the estimated cost.)

(b) Financial Standing (Average Annual Turnover) :-

The average annual turnover of applicant during each of last three audited financial years should not be less than Rs. 33.60 lacs.

- (c) **Definition of similar work:-** "Any work of Buildings of Central Government / Rajasthan State Government / Central PSU / Rajasthan State PSUs/ Autonomous Bodies of Central or State Government.

(d) **Other Eligibility Requirements**

Bidder should meet other eligibility requirements as per following:–

S. No.	Eligibility Criteria	Documents required to substantiate the same
(i)	The bidder firm should be in existence at least for last five years reckoned from last date of month previous to the one in which the Bid is invited.	a. Copy of Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. b. Copy of Articles of Association & Memorandum of Association (if applicable) c. Income Tax Registration (Copy of PAN Card) d. Profile of the firm including the related activities done in last five years along with copies of work orders. e. Self certified copy of the statement of Bank Account for the Last Six Months in the name of bidding firm.

Note:-

(a) For point no. (i) , in case of bidder is consortium, the above documents shall be mandatorily submitted for all the constituent members.

(b) **The bidder is required to get its firm registered for Service Tax, EPF, ESI and Contract Labor license within 15 days of issuance of LOA. If the bidder does not get registered with these Statutory Authorities then its 1st Running Account (R/A) payment shall not be released till it get registered with these Authorities. Firm is required to submit an undertaking in this regard as per Annexure-III (ITB).**

(e) Bidder needs to carry out their self-assessment in respect of their capacity in terms of manpower, machine and finance. He is to indicate separate set of manpower, machinery in different bids. Once a bid is accepted, resources required for its execution shall not be considered for assessment of other bid. The bidder is to consider + ve or – ve variation in the annual value to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work on other station of phase-I at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work or number of stations may also be reduced on account of poor performance and Bidder shall have no right for any claims due to reduction in scope of work.

2.2 All bids submitted shall include the following information:

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

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

- a. There can be a maximum of 3 (three) members in a consortium.
- b. The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any bidder / consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the consortium.
- c. The bidder and in the case of a successful bid, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/ constituents as the case may be.
- d. The partner In-charge or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.
- e. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally responsible for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bid).
- f. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.
- g. A copy of the agreement entered into by the joint venture/ consortium partners shall be submitted along with the bid.

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

- a. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:
- b. Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorized signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.
- c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- d. Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.

- 2.3 The Bidders to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the bid to commit the Bidder or each member of the partnership, consortium or joint venture.
- 2.4 Each page of bid 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 13.0 of ITB.
- 2.5 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.
- 2.6 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 – X of ITB.
- 2.7 Each bidder, or any associate will be required to confirm and declare in the bid submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that bid price will not include any such amount.

3.0 COST OF BIDDING

- 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 bidding process.

4.0 SITE VISIT

- 4.1.1 Any site information / schedule of works given in this bid document is for guidance only. The bidder is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering into a Contract.
- 4.1.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

BID DOCUMENTS

5.0 CONTENTS OF BID DOCUMENTS

- 5.1 The bidder is expected to examine carefully all the contents of the bid documents as mentioned in Sub-clause 1.2.1 of NIB & 1.1 of ITB 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 that are not responsive to the requirements of the bid documents will be rejected.

6.0 AMENDMENT TO BID DOCUMENTS

- 6.1 At any time prior to the deadline for the submission of bids, the Engineer 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.
- 6.2 The said amendment in the form of an addendum will be available on web site and can be downloaded. The prospective vendor needs to keep himself updated by visiting the JMRC website OR www.eproc.rajasthan.gov.in website regularly before the date of submission of bid.
- 6.3 In order to afford prospective bidders reasonable time for preparing their bids after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of bids as specified in Sub-clause 15.0 of ITB.

PREPARATION OF BIDS

7.0 LANGUAGE OF BID

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged between the bidder and the Employer/Engineer shall be in the English language. The documents submitted by the Bidder will not be returned by JMRC to Bidder.

8.0 DOCUMENTS COMPRISING THE BID

8.1 BID PACKAGE

For the purpose of selection of Bidder, the bid document is divided into two parts viz. the Technical Bid and the Commercial Bid. The requirements for Technical Bid are as under: -

Technical Bid

- 8.1.1 The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) 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/Proformas shall be duly filled by the Bidder.
- The scanned copy of instruments (i.e. DD/BC) of Cost of Bid Form, Bid Security Amount and E-bidding Processing Fee shall be enclosed by the bidder with the Technical Bid.
- 8.1.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.
- 8.1.3 The bidder shall be required to enclose digitally signed/ stamped copy of valid registrations as required in the NIB. In case of a consortium, the required documents shall be mandatorily submitted for all the constituent members.
- 8.1.4 Each bidder (each member in the case of a consortium) shall be required to confirm and declare with the bid submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has

been, or will be, paid and that the bid price will not include any such amount. The format is given in Annexure–II of the ITB.

- 8.1.5 The bidder shall be required to enclose the Check List for submission of bid as in Appendix–I ‘A’ of the ITB.
- (a) Self Attested copy of the latest sale tax/VAT registration certificate(STRC/VATRC) and copy of Latest Sales Tax/ VAT Return and registration with contract cell of sale Tax Department as per Rajasthan Sale Tax Act 1999/VAT Dept and attested copy of PAN No. under income Tax Act is required to be submitted. In case of Joint venture/consortia, STRC/VATRC is required to be submitted by all partners of the firm. For STRC/ VATRC the foreign based Bidders shall be required to submit the necessary documents as applicable to them according to Rajasthan Sales Tax Act’ 2005 Rajasthan VAT act, the party who is executing work in Jaipur has to have registration with VAT authorities of Jaipur. If a bidder is from outside Rajasthan intends to participate in JMRC bid, he can be permitted provided he submits undertaking to the fact that he will get himself registered with Rajasthan VAT authorities, in the event of issue of Letter of Acceptance to the bidder and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Jaipur Sales Tax/ Rajasthan VAT department, EPF authority, PAN No etc first payment shall not be released.
 - (b) Bid documents as listed below:
 - i. Notice Inviting Bid
 - ii. Instructions to Bidders.
 - iii. Special Conditions of Contract.
 - iv. JMRC’s General Conditions of Contract
 - (c) The methods proposed to execute the activities covered in the Scope of Work, including such detailed information as deemed relevant.
 - (d) Bid Work Schedule
The detailed programme planned to carry out the activities as per the bid document.
 - (e) Statement of deviations from bid documents (Form C)
 - (f) Work completion certificates to establish eligibility as per clause 1.3 of NIB.
 - (g) The bidders shall submit their corporate quality Policy document duly signed by their corporate head or any other authorized person.
 - (h) Form of bid and Appendix there of (Form A).
 - (i) Certificate by Bidder (Annexure ‘X’).
 - (j) Financial Standing Certificates (Forms T-I, T-II, T-V and T-VII)

Financial/Commercial Bid:-

Financial/ Commercial bid shall contain the Bill of Quantities (BOQ) as per the uploaded standard template in excel sheet.

- 8.2 The prices shall be entered in the Form of Bid and the BOQ template as uploaded on the website. These prices should include all costs associated with the contract.
- 8.3 Documents to be submitted by the bidder under bid package have been described under the respective Clauses 8.1.5 of ITB. This 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 details specifically called for (or implied) in those clauses.

- 8.4 All documents issued for the purposes of bidding as described in Clause 1.1 of ITB, and any amendments issued in accordance with Clause 6.0 of ITB shall be deemed as incorporated in the Bid.
- 8.5 In case of a joint venture/consortium, information as required under clause 2.3 of ITB, in respect of each partner/company including Forms T-I, T-II, T-V & T-VII will be required to be furnished. Additional sheets may be used wherever necessary.

9.0 BID PRICES

- 9.1 Bidder is required to quote for items as per bid documents. The bidder should submit his bid, which conforms to bid documents, without material deviations or reservations. Where, however, the bidder gives his financial offer subject to certain conditions qualification, deviations etc. he shall provide in a separate schedule (Form C), the increase or decrease in the bid price for the unqualified withdrawal of such conditions. Bids not accompanied by such schedule shall be considered as conditions /deviations withdrawn. Bidder shall further note that except for deviations listed in Form C the bid shall be deemed to comply with all the requirements in the bid documents including employer's requirements without any extra cost to the employer irrespective of any mention to the contrary, anywhere else in the bid.
- 9.2 The rate and Prices quoted by the bidder, will include all tax liabilities and the cost of insurance to this contract and pertinent to the specified work and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labour, material components, plant, and other general variations, in accordance with the procedure specified in Special Conditions of Contract.
- The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.
- 9.3 The rate quoted shall be reasonable and not unbalanced. Should the Engineer come across any unbalanced rates, he may require the bidder to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the rates to be unbalanced, he may ask the bidder for additional Performance Security or other safeguards to protect Employer's interest against financial loss. Should the bidder fail to comply with this, his bid shall be liable to be rejected by the Employer.
- 9.4 The bidder shall keep the contents of his bid and rates quoted by him confidential.
- 9.5 The bidder shall utilize Indian Labour, staff and materials to the maximum extent possible in execution of Works.
- 9.6 The Bidder should indicate the total amount taken into account of the elements of sales tax on works contract amount, sales tax, Excise duty and custom duty as quoted in the total bided amount. The successful bidder should arrange for refund of taxes and duties paid or would have been paid to the fullest extent JMRC is entitled as per clause 11.1.2 of General Condition of contract. All records for payment of sales tax on works contract, sales tax, custom duty and Excise duties paid by the successful bidder during execution of contract will be maintained to facilitate refund of taxes and duties and service tax etc. for JMRC. In case the amount of any of these taxes/duties actually paid and exemption availed by the successful

bidder is less than what has been indicated by them in their offer, the difference of the same will also be paid to JMRC. The effect of variation in quantities both +ve and -ve will be dealt separately.

- 9.7 Income Tax, Work Contract Tax/TDS, Service Tax and other statutory deductions as applicable will be deducted from every bill by JMRC.

10.0 CURRENCIES OF THE BID

- 10.1 Bid prices shall be quoted in Indian Rupees only.

11.0 BID VALIDITY

- 11.1 The bid shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of bid.

- 11.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/the Engineer may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. 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.

12.0 BID SECURITY

- 12.1 The bidder shall furnish, as bid security, an amount as mentioned in Clause 1.3 (a) of ITB and clause 1.1.1 (c) of NIB.

- 12.2 The bid security shall be deposited through Bankers cheque /DD of nationalized Bank in the name of Jaipur metro rail corporation, Jaipur. The bidder needs to upload scanned copy of DD/Bankers cheque at website <http://eproc.rajasthan.gov.in> for e-bidding.

- 12.3 Any bid not accompanied by an acceptable bid security shall be summarily rejected.

- 12.4 In case of two part bid, if the bidder is found unsuccessful in the evaluation process in the first part itself, herein called as un-successful bidder for all purposes in the bid and firm applies for release of its bid security then the bid security shall be released after approval of tender inviting authority.

However all the provisions under RTPPR, 2013 on refund of Bid Security in two part bid shall be applicable till signing of agreement and submission of performance security by the successful bidder in final acceptance, as per evaluation made among the successful bidders in first part bid documents.

- 12.5 The bid security of the successful bidder shall be returned upon the bidder executing the Contract Agreement and after furnishing the required performance guarantee for performance, as mentioned in Clause 27.0 of ITB.

- 12.6 The bid security shall be forfeited:

- a. If a bidder withdraws his bid during the period of bid validity, or
- b. If the bidder does not accept the correction of his bided price in terms of Clause 22.0 of ITB or
- c. In the case of a successful bidder, if he fails to:
 - i. Furnish the necessary performance guarantee for performance as per Clause 27.0 of ITB.
 - ii. Commence the work as per terms & conditions of Bid after issuance of LOA
 - iii. Enter into the Contract within the time limit specified in Clause 26.0 of ITB.

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

13.0 FORMAT AND SIGNING OF BIDS

- 13.1.1 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, telephone No. Fax no. and email if any..
- 13.1.2 If the bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the bid. Alternatively, all the partners shall sign it.
- 13.1.3 If the bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the bid.
- 13.1.4 If a bid is submitted by a joint venture or consortium of two or more firms, it shall submit complete information pertaining to each firm in the joint venture or consortium and state along with the bid as to which one of the firms shall have the responsibility for bidding and for completion and due performance of the Contract and also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the joint venture or consortium for bidding, completion and due performance of the Contract. Full information and satisfactory evidence pertaining to the participation of each member of the joint venture or consortium in the bid shall be furnished along with the bid. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 2.2.2 & 2.3 of ITB may be referred to in this connection.
- 13.2. The documents required to be submitted by the Bidder will be as described under Clause 8.0 of ITB herein. (Also refer check list as per Appendix– I ‘A’ of ITB)
- 13.3 Entries to be filled in by the Bidder shall be typed or written in indelible ink. The person submitting the Bid along with the date of signing should sign each page of such document in full at the bottom. The person submitting the bid along with the date of initialing should initial each page of printed documents at the bottom.
- 13.4 In case of all documents listed in Clause 8.0 of ITB above, the person signing/initialing the documents shall be one who is duly authorized 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 notarially certified copy of the Power of Attorney as the case may be, shall be enclosed along with the bid.
- 13.5 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.
- 13.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

14.0 SEALING AND MARKING OF BIDS

14.1 Online bids will have to be digitally signed and submitted in a time stamped electronic sealed box on <http://eproc.rajasthan.gov.in> the manner as described in 15.0 of ITB

14.2 ONLINE SUBMISSION:

The bid to be submitted in two envelopes method on <http://eproc.rajasthan.gov.in>. It shall comprise of:-

- (a) Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
- (b) Bid form and schedule for pre-qualification bid.
- (c) Supporting documents (scanned electronic copies).
- (d) Bid forms and schedules.

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

14.3 Pre-Bid Meeting.

14.3.1 A Pre-bid meeting shall be held on the date and location given in the clause 1.1.1 (l) of the NIB.

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

14.3.3 The bidder is requested to submit any question in writing or by facsimile, to reach the employer not later than the last date of seeking clarification as mentioned in key details of NIB.

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

14.3.5 Non attendance at the Pre-bid meeting will not be a cause for disqualification of a bidder.

15.0 SUBMISSION OF BIDS

15.1 Submission of bids only through online process is mandatory for this Bid. Bids sent by Post, FAX or e-mail or presented in person will not be considered.

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

- 15.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 15.4 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 DD/BC/BG (Cost of Bid Form, E-bid Processing Fee & Bid Security). However, DD/BC/BG 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.
O/o General Manager (Civil), JMRC, Room No-309, 3rd Floor, Admin Building, Depot of JMRC, Bhriku Path, Mansarovar, Jaipur. PIN: 302020
- 15.5 JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 15.6 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.
- 15.7 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <https://eproc.rajasthan.gov.in> shall be deemed to have been initialled and accepted by the persons signing the bid when they submit their electronic bid.
- 15.8 The documents listed in ITB clause along with the addendum's uploaded till the date of bid of submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid to documents shall be digitally signed.
- 15.9 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.
- 15.10 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 tempering of BOQ templates, may **BE LIABLE FOR REJECTION**.
- 15.11 Any bid after the deadline of time, will not be received on website.
- 15.12 A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of **a pdf copy of this Bid Document** submitted by the DSC of the Bidder in acceptance of the terms and conditions therein, **along with scanned copy of all the required documents, DD/BC/BG with due annexures duly filled as detailed below, in support of eligibility.**

- i. Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
- ii. Bid form, formats, proformas, annexure(s) duly filled and signed.
- iii. Supporting documents to substantiate eligibility
- iv. Scanned copies of financial instruments (Cost of Bid Form, Bid Security, Performance Guarantee)
- v. Any other documents, Bidder deem fit but NOT the Commercial Bid/BOQ.

All such annexures should be duly filled, signed & scanned (in pdf format) and to be submitted online as part of technical bid.

No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

(b) Part-B: Financial Bid (BOQ).

This Part should contain the Financial Bid in the prescribed Format. Rate quoted should be as per clause 9.2 to 9.6 & 8.0 of ITB.

Utmost care to be 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. If it is a percentage rate item then fill Bidder Name, Percentage rate (Less/ Excess) to the estimated cost in down loaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
- iv. If item rate is asked to be quoted in the sheet then fill the item rate & Bidder name in the Financial Bid format in green/blue cells. Don't fill in any other background cells.
- v. 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.

(c) Submit the Technical and Financial Bid Online.

16.0 LATE/DELAYED BIDS

- 16.1 Any bid after prescribed date and time as per NIB, will not be received on website.

BID OPENING AND EVALUATION

17.0 BID OPENING

17.1 The duly authorized Committee of JMRC will open the bids 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. The bids shall be opened in two stages. In first stage the pre-qualification bid shall be opened and evaluated. The financial part shall be opened of responsive bidders pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified bidders.

17.2 In first stage, pre-bid of the bids will be opened. The bidders' names, the presence (or absence) of Earnest Money, and other details 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 available at the web-site.

17.3 Preliminary Examination of Bids

The contents of the pre-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 JMRC.

18.0 PROCESS TO BE CONFIDENTIAL

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

18.2 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.

19.0 CLARIFICATION OF BIDS

19.1 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 by telefax 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 21.0 of ITB herein.

20.0 DETERMINATION OF RESPONSIVENESS

20.1 Prior to the detailed evaluation of bids, the Engineer will determine whether each bid is responsive to the requirements of the bid documents.

20.2 For the purpose of this Clause, a responsive bid is one, which 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 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.

- 20.3 If a bid is not substantially responsive to the requirements of the bid documents or if the working methods proposed by the bidder are considered impracticable, 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.
- 20.4 The decision of the Engineer/Employer as to which of the bids are not substantially responsive or have impractical / methods or Programmes for execution shall be final.

21.0 EVALUATION OF BID

- 21.1 The Employer will, keeping in view the contents of Clause 2.1 to 2.7 & 8.0 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.
- 21.2 All technically acceptable bids will be eligible for consideration of their financial proposals. The Firms who get technically qualified will be intimated by the JMRC. The financial proposal shall be evaluated to determine the lowest bidder/ bidder.
- 21.3 The evaluation of Financial proposals by the Employer / Engineer will take into account, in addition to the bid amounts, the following factors:
- a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0
 - b) Such other factors of administrative nature as the Employer/Engineer may consider 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.
- 21.4
- a) Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in bid evaluation.
 - 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.
- 21.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in bid evaluation.
- 21.6 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Bid amount will be calculated by summing up of quoted amounts of NBSR and BSR parts of BOQ.
- 21.7 21.7The duly authorized Engineer / Committee reserves the right to ask for submission of the source of procurement for the materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JMRC shall be at liberty to forfeit the said earnest money absolutely.

- 21.8 If deemed necessary all the pre qualified bidders shall be asked to adopt a new set of design/specifications/General arrangement(s) for the desired component(s) etc. after the technical evaluation, in an effort to bring all the terms & conditions, specifications, layouts, designs etc. on a common Ground for all bidders. Along with this an opportunity shall be given to submit revised financial offers on the revised terms, conditions, designs etc. amended by the department. If revised financial offers are taken, the original financial offers shall not be opened.

Without prejudice to the changes asked herein along with the revised financial offer, the bidders shall be responsible for cost of all related components or accessories (even if not identified at this level of scrutiny) required to complete the job in all respect with the desired changes, at his revised price quoted. In this case only those pre qualified bidders who have submitted the bids on due date of submission shall be allowed to submit the revised financial offer.

22.0 CORRECTION OF ERRORS

- 22.1 The original financial offer or the revised financial offer as the case may be, of all qualified bidders determined responsive will be opened at a date notified to all qualified bidders. The authorized bid opening committee of JMRC, Jaipur office will open the price bid.

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

AWARD OF CONTRACT

23.0 AWARD CRITERIA

- 23.1 Subject to Clause 9.3 and 21.0, the Employer will award, the Contract to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents and **whose evaluated bid price is determined to be lowest.**
- 23.2 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.

In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the least rates shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.

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

24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all bids, at any time prior to award of Contract, or 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.

25.0 NOTIFICATION OF AWARD

25.1 Prior to the expiry of the period of bid validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful bidder by E-mail/fax, to be confirmed in writing by registered letter, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Bidder in consideration of the execution, completion of the works by the Bidder as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within three days from the date of issue of LOA by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

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

25.3 Upon "Letter of acceptance" being signed and returned by the successful bidder as per Clause 25.1, the employer will promptly notify the unsuccessful bidders and discharge / return their bid securities.

26.0 SIGNING OF AGREEMENT

26.1 The Employer shall prepare the Agreement in the Performa (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 45 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the Bidder through their authorized signatories, will be supplied by the Employer to the Bidder.

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

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

27.0 PERFORMANCE SECURITY

- 27.1 The successful bidder shall furnish to the Employer a performance security in the form of a BG/FDR/BC or DD in the name of JMRC for an equal amount of 10% of the Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. **The validity shall be six months beyond expiry of contract.** The Bank Guarantee/FDR has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form D) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 26.0.
- 27.1.1 Alternatively, on request application of option for deduction of performance security of successful Bidder, Employer may allow the Bidder (As per Letter No.JMRC/O&S/DO/Contract Management/2015 Dated 21.05.2015 of Director (Operations & Systems) to submit the performance security amount (i.e equal to 10% of contract price) in form of deduction from his each running and final Bill @ 10% of amount of Bill, till the total amount of performance security is deposited.
- 27.2 Failure of the successful bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the bid security.

28.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORM OF BID

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

29.0 Corrupt & Fraudulent Practices

JMRC requires that the Bidders and / or their agents observe the highest standards of ethics during Biding and execution of this Contract. In pursuance with this policy, JMRC:-

Defines, for the purpose of these provisions, the terms set forth below as follows: -

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
- (ii) “fraudulent practice” means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of JMRC, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive JMRC of the benefits of free and open competition.
- (iii) Breach of any of the contract condition during execution.
 - a. Will reject the bid or rescind the contract if JMRC determines that the Bidder/Bidder or the employees deployed by the Bidder for the performance of services are engaged in corrupt or fraudulent practices.
 - b. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, for participation in the bidding process, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - c. The successful Bidder/Bidder shall apprise JMRC through CVO or equivalent officer or authorized officer of JMRC of any fraud/suspected fraud as soon as it comes to their notice.

APPENDIX I ‘A’

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID

(to be included in Bid Index and front of the Technical Proposal)

Name of the Bidder - _____

S/N	Item	Bid Stipulations (if any)	Submission / Compliance Requirement	Reference Page No. in the Technical Submittal
1.0	Bid Document Cost Details, if applicable			
1.1	Bid Document Cost in the form of DD/BC etc.	1.1.1.d and 1.1.1.j of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC No.			
1.4	DD/BC Date			
1.5	Value of DD/BC			
2.0 (a)	Bid Security Details			
2.1(a)	Bid Security in the form of Cash/DD/BC/BG/eGRAS	1.1.1 c and 1.1.1.j of the NIB and 12 of the ITB		
2.2(a)	Name of Issuing Bank and Branch			
2.3(a)	DD/BC/BG No.			
2.4(a)	DD/BC/BG Date			
2.5(a)	Value of DD/BC/BG			
2.0 (b)	Processing Fee			
2.1(b)	Processing Fee in the form of DD/BC	1.1.1 e and 1.1.1.j of the NIB		
2.2(b)	Name of Issuing Bank and Branch			
2.3(b)	DD/BC No.			
2.4(b)	DD/BC Date			
2.5(b)	Value of DD/BC			
3.0	Eligibility and Qualification of Bidder			
3.1	Bid is from a Company	Clause 2.0 of the Instruction to Bidder/Bidder (ITB)		
3.1.1	Whether Power of Attorney with specimen signature has been submitted	As per ITB Document		
3.2	Bid is from JV / Consortium	As per ITB Document		
3.2.1	Whether Power of Attorney with specimen signature has been submitted	As per ITB Document		
3.2.2	Whether Power of Attorney from each member of JV/Consortium is enclosed	As per ITB Document		
3.2.3	Whether Power of Attorney from each member of	As per ITB Document		

	JV/Consortium is Notarized			
3.2.4	Board Resolution of each of the Consortium members authorizing execution of Consortium Agreement and appointing authorized signatory	As per ITB Document		
3.3	Memorandum of Agreement for JV/Consortium	As per ITB Document		
3.3.1	Who is the Leader of the Consortium	As per ITB Document		
3.3.2	Details of percentage participation of individual members specified in the MoA	As per ITB Document		
3.3.3	Whether all the members are jointly and severally liable to JMRC	As per ITB Document		
3.4	Whether Bidders or any member of the JV / Consortium has submitted more than one Bid	As per ITB Document		
3.5	Whether registration with RoC enclosed for a Bidder being a company / each member in case of JV/Consortium	As per ITB Document		
3.6	Whether registration with EPFO enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.7	Whether registration with ESIC enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.8	Whether registration with Service Tax department enclosed for a Bidder / each member in case of JV/Consortium	As per ITB Document		
3.9	Whether Annexure – I attached by Bidder / each member in case of JV/Consortium	As per ITB Document		
3.10	Whether Registration with applicable labour department enclosed for a Bidder/each member in case of JV/Consortium	As per ITB Document		
3.11	Appendix to the form of bid - Form A	As per ITB Document		
3.12	Form Of Bank Guarantee For Bid Security – Form B	As per ITB Document		
3.13	Performa for Statement of Deviations – Form C	As per ITB Document		
3.14	Form of Performance security (guarantee) by bank – Form D	As per ITB Document		
3.15	Form of Agreement – Form E	As per ITB Document		
3.16	General Information And Joint	As per ITB Document		

	Venture Data - Form T-I			
3.17	Experience Record - Form T-II	As per ITB Document		
3.18	Financial Data Form T-V	As per ITB Document		
3.19	Indemnity - Form T-VII	As per ITB Document		
4.0	Technical Proposal			
4.1	Whether sealed Technical Bid, submitted as per requirement	As per ITB Document		
4.1.1	Whether Form of Bid enclosed	As per ITB Document		
4.1.2	Whether each page of Bid Document, Addendum (if any) and other submissions, enclosed duly numbered, signed & stamped, as a token of acceptance	As per ITB Document		
4.2	Whether the bidder has the financial standing as per the requirement of the NIB	1.3 b of the NIB		
4.3	Whether the bidder fulfill the work requirement/physical requirement as per the NIB	1.3 of NIB		
5.0	Whether scanned copy of Bid Security, Cost of Bid Form and Processing Fee Documents /Instruments have been submitted online and original instruments submitted as per the schedule mentioned in the NIB	As per ITB Document		
6.0	Whether sealed Commercial Bid/BOQ submitted	As per ITB Document		

I have checked the above list with our submittal. I am aware that if the Bid does not contain above documents, our bid is likely to be rejected by the Employer.

(Authorized Signatory)

Note: - The above mentioned list is not an exhaustive list to decide the eligibility of the Bidder. It is the responsibility of the Bidder to go through the complete bid document and submit the requisite documents to establish his/her eligibility as per the stipulated requirement

APPENDIX I 'B'

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE FINANCIAL BID
COMPILED FROM THE PROVISIONS IN THIS VOLUME**

Sl.	Document	No. of sets to be submitted	Reference to Clause No. of "Instructions to Bidders"
	BID PACKAGE COMPRISING OF:		
1.	Bill of Quantities	One in original	8.0

**INDEX ON
PROFORMA OF FORMS**

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

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

2. **PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS FORM**

S.No.	Details	FORM
i.	General Information	T-I
ii.	Experience Record	T-II
v	Financial Data	T-V
vii	Indemnity certificate and obligation/ Compliance to be ensured by the Bidder.	T-VII

Note:- (Form No. T-III,T-IV & T-VI are deleted and not form part of this bid document.)

S.No.	Various Annexures	Annexure
i.	Declaration in case of consortium	I
ii.	Initial filter criteria of applicant	II
iii	Undertaking for registration for Service Tax, EPF, ESI and Contract Labour License.	III
iv.	Compliance with the code of integrity and no conflict of interest	A1
v.	Declaration by bidders regarding qualifications	B1
vi.	Grievance Redressal during Procurement Process	C1
vii.	Certificate By Bidder	X

FORM OF BID

Note : i. The Appendix and forms are part of the Bid

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

Name of Work: As in the NIB clause No. 1.1.1 (a)

To

O/o General Manager (Civil), JMRC, Room No-309, 3rd Floor, Admin Building, Depot of JMRC, Bhrigu Path, Mansarovar, Jaipur. PIN: 302020

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

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

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

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF BID

S.No	Details	Clause No.	Condition of Contract
I	Amount of Bank Guarantee as Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price
II	Minimum amount of Third Party Insurance	15.3 of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no of incidents unlimited.
III	Period for commencement of work from the date of issue of work orders	1.3(f) of Instructions to Bidders	7 days from the Issue of LOA OR as per the directions contained in LOA.
IV	Contract Period from the date of commencement of work	1.3 (g) of Instructions to Bidders	90 Days.
V	Penalty for Non completion of work or poor quality or work	13.3.1 of Special Conditions of Contract (General)	10% of the estimated cost of the work item
VI	Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work		Shall be levied as worked out by the JMRC. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable.

Signature of authorized

Signatory on behalf of Bidder

Date

Name

Place

Address

FORM OF BANK GUARANTEE FOR BID SECURITY

(Ref : Clause 27.1 of “Instructions to Bidders”)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Address and Name of country) (hereinafter called “the Bank”) are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs. -----for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”) has submitted its bid dated_____for the “Furnishing and Upgradation work of JMRC Flats at Bhriгу Path Mansarovar, Jaipur”. Contract ----- of applicable Rail Corridor of Jaipur Metro Rail corporation hereinafter called “the Bid”.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.--- (Rupees -----) as Bid security against the Bidder’s offer as aforesaid.

AND WHEREAS_____ (Name and Address of the Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till(Date up to which Guarantee is valid i.e. 150 days from the last date of bid submission.)
- e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

- a. if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. if the Bidder does not accept the correction of his bid price in terms of Clause 22.0 of the “Instructions to Bidders”.
- c. if the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity :
 - i. fails or refuses to furnish the Performance Security in accordance with Clause 27.0 of the “Instructions to Bidders” and/or
 - ii. fails to commence the work as per terms And Conditions of bid after issuance of LOA
 - iii. fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the “Instructions to Bidders”.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

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

PROFORMA FOR STATEMENT OF DEVIATIONS

(Refer Clause 20.2 of ITB)

1. The following are the particulars of deviations from the requirements of the Instructions to Bidders”, “General Conditions of Contract” and “Special Conditions of Contract :
- 2.

S.No.	Clause (Specify GCC or SCC also)	Deviations	Remarks (including justification)	Price adjustment for the withdrawal of each deviations

Signature of Bidder

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

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

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

Signature of Bidder

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

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 27.0 of “Instructions to Bidders”)

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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2016 being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

Signed, sealed and delivered

for and on behalf of the Bank

by the above named _____

In the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

FORM OF AGREEMENT

(Refer Clause 26.0 of “Instructions to Bidders”)

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

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

NOW THIS AGREEMENT WITNESS as follows:

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

5. OBLIGATION OF THE BIDDER

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

The staff/labour recruited by the Bidder for “Furnishing and Upgradation work of JMRC Flats at Bhrigu Path Mansarovar, Jaipur”. will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Bidder

For and on behalf of the Employer

Signature of the authorized
official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said _____

Name _____

on behalf of the Bidder in the

presence of:

Witness _____

Name _____

Address _____

By the said _____

Name _____

on behalf of the Employer in the

presence of:

Witness _____

Name _____

Address _____

Note :

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

GENERAL INFORMATION AND JOINT VENTURE DATA
(Refer Clauses 2.2.2,2.2.3 &2.3 of ITB)

Notes :

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

1. Names of participating members / constituents

- (a)
- (b)
- (c)

2. Address, telephone, telefax, cable numbers of each members / constituent.

Registered Office	Office for correspondence
(a)
(b)
(c)

3. Name of Lead partner / Constituent

4. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).

.....
.....

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

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

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

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

EXPERIENCE RECORD

(Refer Clause 8.1.5(f) of ITB)

1. Total number of years of experience in “Furnishing and Upgradation work of Residential Flats” works
2. Details of experience in “Furnishing and Upgradation work of Residential Flats” works for **last five years.**

Sl.	Date of start of work	Date of completion of work (including time extension)	Period of work execution	Details of work handled	Total Cost of work in Rs.	Manpower Engaged	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes :

- (i) Details submitted in any other Performa will not be considered.
- (ii) The details of work including the cost of the work and date of completion etc. should be supported by notarized/attested and self-certified copy of each Client’s work Completion certificates issued by the officer not below the rank of Executive Engineer or equivalent in case of central/state Govt. department and corresponding PSU’s.
- (iii) Additional pages may be attached if required. All the pages must be signed by the authorized signatory of the bidder.

FINANCIAL DATA

(Refer Clause 2.1)

Total value of “Furnishing and Upgradation work of Residential Flats” work done during the period 2013-2014 to 2015-2016 (For each member in case of Joint Venture/Consortium)

S.No.	Description	Year 2013-2014 (Rs. in Lacs)	Year 2014-2015 (Rs. in Lacs)	Year 2015-2016 (Rs. in Lacs)	Beyond 31.03.2016 (Rs. in Lacs)
(1)	(2)	(5)	(6)	(7)	
1.	Total value of “Furnishing and Upgradation work of Residential Flats” work done.				

NOTE:

ATTACH NOTARISED / ATTESTED &SELF ATTESTED COPIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE FINANCIAL YEARS AS ANNEXURE.

FINANCIAL DATA

(Refer Clause 2.1)

List of all Ongoing Contracts

Name of the applicant (constituent member in case of Group)	Total number of works in hand	Number of contracts of each type		Number for which applicant went in for		Number of contracts in which date of completion given in the original has already lapsed	**Total value of balance works yet to be done in Rupee equivalent as on date of NIB			
		Type	Numbers	Arbitration	litigation		Year 2013-2014	Year 2013-2015	Year 2015-2016	Beyond 31/03/2016 but upto date of NIB

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.

** This figure should also include the year-wise break-up of part value of works to be executed in the two years period.

INDEMNITY

(To be filled by Bidder)

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

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

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder

INDEMNITY

(To be filled by Bidder 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 procedures. I declare that I will be responsible for any safety violations/accident etc. and JMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against JMRC.

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....

NAME OF BIDDER

.....

SIGNATURE OF BIDDER

Obligation/Compliance to be ensured by Bidder

Sl. No.	Items	Compliance of Bidder (To be filled by Bidder)	
		Yes	No
1	License for employing contract labour		
2	Compliance of minimum wages Act by payment of wage on 7 th of every month through Bank or in the presence of nominated representative of employer (JMRC Supervisor/manager)		
3 (a)	Compliance of provision of ESI& PF.		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	Other statutory requirement pertaining to this bid.		

Note:- A Non- filling or ‘No’ by Bidder will lead to non-eligibility for Bidder in further bidding process.

Signature with seal of Bidder/Proprietor

Annexure – I

**[ON COMPANY’S LETTER HEAD (EACH MEMBER IN CASE OF
CONSORTIUM)]**

A.

I, Mr./Ms. _____ (Authorized Signatory)* on behalf of
_____ (Company’s Name)
having its registered office at _____, hereby
confirm and declare that no agent, middleman or any intermediary has been, or will
be engaged by me to provide any services, or any other item or work related to the
award and performance of this contract. I further confirm and declare that no agency
commission or any payment which may be construed as an agency commission has
been, or will be paid by me and that the bid price will not include any such amount.

(Signature) _____

Name of signatory _____

Capacity of signatory _____

* Should be supported by authorized Power of Attorney in favour of authorized signatory along with their copy of Board Resolution.

Annexure - II

EVALUATION SHEET
(INITIAL FILTER OF APPLICANT)

**[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF
CONSORTIUM)]**

Name of the Applicant: _____

S/N	Criteria	Yes	No
1.	Has the Applicant abandoned any work in the last five years?		
2.	Has the Bidder contract with any organization ever been terminated due to poor performance?		
3.	Has the Bidder Security Deposit for any contract ever been forfeited by any Govt./ Semi Govt./ PSU/ MRTS/ Corporate houses?		
4.	Has the Applicant been involved in frequent litigations in the last five years?		
5.	Has the Applicant suffered bankruptcy / insolvency in the last five years?		
6.	Has the Applicant been blacklisted by any organization?		
7.	Has any misleading information been given in the application?		
8.	Is the Applicant financially not sound to perform the work?		
9.	Is the Applicant's Net Worth negative?		
10.*	Has the Applicant failed to certify that no agent / middleman has been or will be engaged or that any agency or commission has been or will be paid?		
11.*	Do the documents submitted by the Applicant reveal that agency commission has been or will be paid?		

NOTE: -

“YES” answer to any of the questions from 1 to 11 will disqualify the Applicant.

- * A blank Proforma of the Certificate is there at Annexure–1. The same should be completed and submitted along with the bid submission.

Dated

Signature of the Bidder
or his Authorized signatory
with seal of the Firm

Annexure - III

UNDERTAKING

(Ref: Clause 1.3 (d) of NIB)

1. I/we M/s..... hereby submit that presently my/ our firm is not registered with any or all of the authorities as mentioned below:-

S. No	Registration For	Registered or Not registered
(a)	Service Tax	
(b)	Employees Provident Fund	
(c)	Employee State Insurance	
(d)	Contract Labor License under contract Labor Regulation and Abolition Act 1970	

2. I hereby undertake that within 15 days of issuance of LOA by JMRC, we shall get registered with the authorities concerned for above mentioned registrations please.

Signature of Authorized Signatory with Seal

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

Annexure B1 : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C1 : Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to be in certain cases

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

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

(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.

FORM No. 1

[See rule S3]

**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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....

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

7. Prayer:.....

..... Place.....

Date

Appellant's Signature

CERTIFICATE BY BIDDER

“Furnishing and upgradation work of JMRC flats at bhrigu path mansarovar, Jaipur”

Name of Contract :

Name of Station :

Period: FromTo.....

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

Signature of Bidder with Seal

Manager (Civil)

General Manager (Civil)

SPECIAL CONDITIONS OF CONTRACT

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PART-1
SPECIAL CONDITIONS OF CONTRACT (GENERAL)

1.0 SPECIAL ATTENTION

- 1.1 The Contract will be awarded to the Tenderer whose responsive tender is determined to be the lowest evaluated tender and who satisfies the appropriate standards of capacity and financial resources. Clause 23.0 and 24.0 of "Instructions to Tenderers/Bidders (ITT)" may be referred to in this connection.

2.0 RIGHT OF WAY

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

3.0 COORDINATION WITH OTHER CONTRACTORS

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

4.0 SUFFICIENCY OF TENDER

- 4.1 The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
- 4.2 The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates.

5.0 NOTICES AND INSTRUCTIONS

- 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 or if conveyed by the E-mail from the authorized email.

6.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

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

7.0 USE AND CARE OF SITE

- 7.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the In-Charge.
- 7.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved JDA locations in covered position. The necessary materials required i.e. cartons/ dustbins etc to be provided by the contractor at his cost. The transportation for disposing the debris shall also be arranged by the contractor

at his cost.

- 7.3 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
- 7.4 Necessary permissions/approval of the Employers representative shall be obtained before carrying out the work.
- 7.5 **ACCIDENTS:** - It shall be the entire responsibility of the contractor to adopt all the safety measures and deploy the personnel who are adequately trained in safety. If any accident occurs within the JMRC jurisdiction while carrying out the works or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

8.0 DUTIES, TAXES, OCTROI, ROYALTY ETC

- 8.1 The rates quoted by the Tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc.
- 8.3 The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. 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.

9.0 SALES TAX REGISTRATION CERTIFICATE

- 9.1 If the Contractor is a Sales Tax / VAT assessee, he should produce a valid Sales Tax / VAT Registration Certificate before payment of final bill; otherwise, final payment to the Contractor will be withheld.

10.0 HOUSING FACILITIES (Supplemental to Clause 6.6 of "General Conditions of Contract")

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

11.0 ACCESS ROADS AND HAUL ROADS

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

12.0 DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL

- 12.1 Tax deduction at source from each on account progress bill and final bill shall be made by the Employer as per the provisions of the statutes/ acts of statutory bodies/ local authorities.

13.0 PROGRAM OF WORKS:

- 13.1 The period of contract is for **90** days from the date of commencement of work. However the work should be started immediately after issue of LOA by the competent authority as and when required.
- 13.2 Deleted.

13.3 PENALTY

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

14.0 SECURITY MEASURES

- 14.1 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.
- 14.2 Contractors' employees and representatives shall wear Identification Badges (cards), helmets, gum boots, approved uniform and other safety/protection wear as directed by incharge, 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.
- 14.3 All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.

15.0 ECOLOGICAL BALANCE

- 15.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.
- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.
- (b) All trees and shrubbery, which are not specifically required to be cleared or removed for works purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's maintenance activities. The removal of trees or shrubs will be permitted only after prior approval by the In-charge. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches etc. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.
- (c) In the conduct of works 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.

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

16.0 BRIEF SCOPE OF WORK

Brief scope of work is included in Sub-Clause 2.0 of Notice Inviting Tender issued with the tender documents.

17.0 PAYMENT

17.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per Work orders 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.

17.2 The contractor shall submit certified copies of vouchers showing quantity of materials brought to site for in charge's record.

17.3 If any activities not carried out as per the work orders the applicable amount will be deducted from the bill. In addition the applicable penalty will be levied.

17.4 The payment will be made on fortnightly basis as per the accepted rates & corresponding to actual progress of work at site. Final payment shall be released after completion of work in all respect.

18.0 Deleted for this NIB/NIT

18.1 Deleted for this NIT/NIB

19.0 NOISE AND DISTURBANCE/POLLUTION

19.1 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 against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

19.2 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.

20.0 ADVANCES

No advances shall be paid to the Contractor

21.0 PRICE VARIATION CLAUSE

Price variations clause is not applicable in this contract.

22.0 WATER SUPPLY AND ELECTRICITY

Water supply and electricity will be provided by JMRC if possible as per site condition.

23.0 MINIMUM WAGES ACT

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

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