

Price Rs.5, 000

Tender No: JMRC/O&S/RS/2016-17/NIB/001

Volume: I



## TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT

**Jaipur Metro Rail Corporation Limited**  
**Directorate of Operations & Systems**

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

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

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**NOTICE INVITING TENDERS**Dated: 2<sup>nd</sup> August 2016

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT.

**KEY DETAILS**

a)	Name of Work	Tender for House Keeping services at Administration building, in Mansarovar depot.
b)	Approximate Estimated Cost of Work	Rs.42 Lacs
c)	Tender Security Amount	Rs. 84,000/- (Approximate 2% of the Estimated Cost) in favour of <b>Jaipur Metro Rail Corporation Ltd</b> (Refer: Clause 1.4.5.1 & 1.4.5.2 )
d)	Cost of Tender Form	Rs. 5,000/- (Rs. 2500/- For the micro, small and medium enterprises of state Rajasthan) by Demand Draft/Banker's Cheque in favor of Jaipur Metro Rail Corporation Ltd - Refer Clause 1.4.1.2.1
e)	Processing Fee	Rs.1000/- (Rs. One Thousand only) by Demand Draft / Bankers Cheque, payable in favor of MD, RISL, Jaipur.
f)	Online Tender Document Availability Period	From 1700 hrs 03.08. 2016 Upto 1500 hrs 26.08.2016
g)	Last date for receiving queries/ clarifications	1700 hrs on 10.08.2016
h)	Date and Place of Pre Bid Conference	1430 hrs on 10.08.2016 Conference Room, Mansarovar Metro Train Depot, Bhriugu Path, Mansarovar Jaipur – 302020 Phone: 0141-5153705/ 5153709
i)	Up loading of Remarks of Metro Administration to the Issues raised in Pre bid conference	1700hrs on 12.08.2016
j)	Submission start date	0900 hrs on 13.08.2016
k)	Last Date for submission of Tender	1500 hrs on 26.08.2016
l)	Time & Date of Opening of Online Technical Bid	1530 hrs on 26.08.2016
m)	Venue of Submission and Opening of Online Tender	Room No.208 ,GM (Rolling Stock), 2 <sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train Depot, Bhriugu path, Mansarovar Jaipur – 302020
n)	Venue and Date of Physical Submission of Tender Cost, Bid Security and Processing Fee	Upto 1500 hrs on 26.08.2016 Room No.208,GM (Rolling Stock), 2 <sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train Depot, Bhriugu path, Mansarovar Jaipur – 302020
o)	Validity of Tender	120 days from the last date of submission of tender.
p)	Stipulated Date of Commencement of Work	Within seven days from the date of issue of "order to commence".
q)	Period of Completion	2 years from the stipulated date of commencement
r)	Performance Security	5% of the Contract price
s)	Eligibility Conditions a) Work Experience: The bidder should essentially have experience of having satisfactorily completed similar works during last 5 years period ending last day of the month previous to the one in which the tenders are invited should be either of the following:	

	<ul style="list-style-type: none"><li>i. Three similar satisfactorily completed works each costing not less than the amount equal to 40% of Estimated Cost. or</li><li>ii. Two similar satisfactorily completed works each costing not less than the amount equal to 50% of Estimated Cost. or</li><li>iii. One similar satisfactorily completed work costing not less than the amount equal to 80% of Estimated Cost.</li></ul> <p>b) Financial Standing (Annual Turnover): The annual turnover of bidder during each of last three audited financial years should not be less than 40% of the Estimated Cost.</p> <p>c) Definition of similar work:- For consideration as an eligible 'similar work' for the purpose of experience, the listed work shall be considered only if it fulfils any of the following requirements in that work:</p> <ul style="list-style-type: none"><li>i. Housekeeping of Administrative or Corporate offices of companies/ govt. departments employing more than 20 people at that campus, or</li><li>ii. Housekeeping of public campuses like airports, Metro/Mono rail depot/Station, railway stations, five star hotels, or</li><li>iii. Housekeeping of Administrative buildings like State Secretariats/ State Assemblies and/or 'Parliament of India', or</li><li>iv. Housekeeping of malls of at least 20 commercial offices/shops, or</li><li>v. Housekeeping of digital server rooms and/or communication centres of call centres and/or software companies employing more than 20 people at that campus</li><li>vi. Housekeeping of ATC (aircraft traffic control towers).</li></ul> <p>d) Tenderer should have valid VAT registration and service tax registration certificate issued by competent authority.</p> <p>e) Applicant should have valid PAN certificate/ card issued by the Income Tax Deptt. of GOI</p> <p>f) Applicant should have valid PF registration and ESI registration.</p> <p>g) Tenderer should have valid ISO 9000 certification.</p> <p>h) Tenderer should have valid ISO 14001 certification.</p> <p>i) Tenderer should have valid OHSAS 18001 certification.</p>
t)	<p>The complete bid document can be downloaded from the state e-procurement website <a href="https://www.eproc.rajasthan.gov">https://www.eproc.rajasthan.gov</a> 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 <a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a> and state procurement portal i.e., <a href="http://www.sppp.raj.nic.in">www.sppp.raj.nic.in</a> .</p> <p>Bidders who wish to participate in this bidding process must register on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> .</p> <p>To participate in online tenders, 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.</p>

GENERAL MANAGER (ROLLING STOCK)  
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2<sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train depot,  
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**1 INSTRUCTIONS TO TENDERERS<sup>1</sup>****1.1 GENERAL****1.1.1 OBJECTIVE OF THE TENDER<sup>2</sup>**

- 1.1.1.1 Jaipur Metro Rail Corporation Ltd., having its Corporate office at Khanij Bhawan, Tilak Marg, Jaipur – 302005 (hereinafter referred to as the 'Corporation') is a Special Purpose Vehicle (SPV) set up by the Government of Rajasthan as a wholly owned state enterprise for execution of the Jaipur Metro Rail Project. Presently metro trains are running between Mansarovar and Chandpole section (Approximately 9.7 Kms Double Line Section). This is called Phase 1 A of East – West Corridor (Pink Line). JMRC aims to provide a safe, comfortable and efficient transport system to its commuters. Cleanliness of the metro trains to international standards shall be of paramount importance. The Mansarovar depot forms the hub of the maintenance activities and also reflect this key philosophy.
- 1.1.1.2 Through this Tender, JMRC seeks to shortlist a reputed contractor with requisite qualifications mentioned in the Tender to undertake housekeeping of TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT.

**1.1.2 INTRODUCTION**

- 1.1.2.1 Sealed tenders are invited for the Tender No. 'JMRC/O&S/RS/2016-17/NIB/001' towards "TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT" by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Tender Package. The tender consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

**VOLUME - I**

- (i) Notice Inviting Tender (NIT)
- (ii) Instructions To Tenderers (ITT)
- (iii) Special Conditions of Contract (SCC)
- (iv) Technical Specifications and Scope of work
- (v) Technical Bid Formats
- (vi) Financial Bid - Bill of Quantities

**VOLUME - II**

- (i) General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation
- (ii) Safety, Health and Environment (SHE) Manual of Jaipur Metro Rail Corporation

**Note:** - Approved GCC (General conditions of Contract) and SHE (Safety, Health and Environment) Manual shall deem to form part of the tender document. These documents are available on the

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<sup>1</sup> The words 'Tenderer' or 'Bidder' have been used interchangeably in this document and refers to the definition of "Tenderer or Bidder" as defined at Clause 1.1.2.2 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation.

<sup>2</sup> 'Tender' and 'Bid' are used interchangeably in this document and refers to the definition of 'Tender' as defined at Clause 1.1.1.17 in the General Conditions of Contract (GCC) of Jaipur Metro Rail Corporation. Likewise, other form of the word, e.g 'Tendering' and 'Bidding' etc., have been used interchangeably.

JMRC website, By Signing the Bid document, firm is deemed to have agreed to accept the GCC and SHE.

### 1.1.3 QUALIFICATION REQUIREMENTS

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1.1.3.1 ELIGIBILITY CRITERIA: As per Key Details (s) of NIT.

1.1.3.2 Each agency shall submit only one tender either himself or as a partner / Lead Constituent in a joint venture/consortium for the work. The tenderer who submits more than one tender for the same work will be disqualified. All tenders submitted shall include all the information as desired herein.

1.1.3.3 General information of the tenderer shall be furnished in clause 4.7. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership or if a joint venture including consortium, of each party thereto constituting tender 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.

1.1.3.4 In the case of tenderer being a joint venture of two or more firms or companies as partners or as members of consortium as the case may be, joint venture data must be furnished in the format prescribed (clause 4.7) along with the documents as mentioned therein. The following requirements shall also be complied with.

- a. The tender, and, in the case of a successful tender, the Form of agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.
- b. In case of partnership, one of the partners shall be nominated as being in charge as lead or prime partner and this authorization shall be evident by submitting a power of attorney signed by the partner or legally authorized signatories of all the partners. In case of consortium, it will similarly authorize a person to be in-charge and this authorization shall be evident by a power of attorney in favour of that person.
- c. The partner in-charge or the person in-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge of joint venture and person in-charge of a consortium.
- d. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of tender and the form of agreement (in case of a successful tender).
- e. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the contract, the partner/person in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of that part of the contract.
- f. A copy of the agreement entered into by the joint venture/consortium partners shall be submitted along with the tender.

1.1.3.5 In case the Tenderer is an Association, consortium or joint venture, the tenderer 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. This authorization shall be issued by the legally authorized signatories of all members of the association, consortium or joint venture.
- 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 under taking of this contract.

1.1.3.6 The tenderers to qualify for award of contract shall submit a written power of attorney authorizing the signatory of the tender to commit the tenderer or each member of the partnership, consortium or joint venture.

1.1.3.7 Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 1.4.6

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

1.1.3.9 In the details of information submitted by the applicants at the stage of tender if any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the tender. The applicant is required to certify in the statement placed at Annexure-A clause 4.16.

1.1.3.10 Each tenderer, or any associate will be required to confirm and declare in the tender 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 tender price will not include any such amount.

#### **1.1.4 COST OF TENDERING**

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

#### **1.1.5 SITE VISIT**

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1.1.5.1 Any site information / schedule of works given in this tender document are for guidance only. The tenderer 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 tender and entering into a Contract.

1.1.5.2 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 Tender.



## 1.2 TENDER DOCUMENTS

### 1.2.1 CONTENTS OF TENDER DOCUMENTS

1.2.1.1 The tenderer is expected to examine carefully all the contents of the tender documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected.

### 1.2.2 AMENDMENT IN TENDER DOCUMENTS

1.2.2.1 At any time prior to the deadline for the submission of tenders, JMRC may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.

1.2.2.2 The said amendment in the form of an **addendum** will be uploaded on the website. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website <https://www.jaipurmetrorail.in> or state procurement portal <https://www.sppp.raj.nic.in> for any kind of latest Information, Addendum, Clarification, etc.

1.2.2.3 In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, JMRC may, at his discretion, extend the deadline for the submission of tenders in accordance with Sub-clause 1.5.

## 1.3 PREPARATION OF TENDERS

### 1.3.1 LANGUAGE OF TENDER

1.3.1.1 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer/Engineer shall be in the English language.

## 1.4 DOCUMENTS COMPRISING THE TENDER

### 1.4.1 TENDER PACKAGE

#### 1.4.1.1 General:

Contractor must be agreed with the conditions as mentioned in Annexure-"A" clause 4.16(Obligation /Compliance to be insured by Contractor). If contractor is not willing to comply for conditions as per annexure-"A" clause 4.16, it will be considered as ineligible to participate.

1.4.1.2 A single- stage two envelope selection procedure shall be adopted. The tender is divided into two parts, viz. Technical Bid and Financial Bid:

1.4.1.2.1 **TECHNICAL BID:** This Part should contain the Technical Bid consisting of a pdf copy of this Tender Document with each page digitally signed by the Tenderer in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

- a) Tender cost, bid security and processing fee
  - I. These original Instruments should be submitted with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments.
  - II. At the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.
  - III. Scanned copy of Tender cost, Bid security and Processing Fee Instruments need to be

submitted with the online tender and these original instruments are to be submitted as per schedule.

IV. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected.

V. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be liable for rejection.

b) Copy of the Bid Document - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document except the Financial Bid (BOQ). Tenders, digitally signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the bidders.

c) All applicable Annexures/Proformas shall be duly filled by the contractor as below:

	As per FORMATS
Letter of Tender with Appendix	A
Bank Guarantee Format for Tender Security	B
Statement of Deviations	C
Format of Bank Guarantee for Performance Security	D
Form of Agreement	E
Power of Attorney	F
General Information & Joint Venture Data	T-I
Experience Record	T-II
Resources Proposed for the Work-Personnel	T-III
Resources Proposed for the work- Machinery & Equipment	T-IV
Financial Data	T-V
Indoor/outdoor plants proposed for the work	T-VII
Indemnity (By Contractor)	T-VIII
Indemnity (By Contractor's Staff)	T-IX
Format of Curriculum Vitae	T- X
Obligation/Compliance to be insured by contractor	Annexure A
Declaration by the bidder regarding qualifications	Annexure B
Grievance redressal during procurement process	Annexure C
Checklist	Annexure D

d) In case of a joint venture/consortium, information as required under clause 1.1.3.2, in respect of each partner/company including Forms T-II to T-V will be required to be furnished. Additional sheets may be used wherever necessary.

e) Documents as listed below:

- i. Notice Inviting Tender
- ii. Instructions to Tenderers
- iii. Special Conditions of Contract
- iv. Technical Specifications and Scope of Work
- v. JMRC's General Conditions of Contract

vi. JMRC's Safety, Health and Environment (SHE) ;Manual

- f) All such Annexures should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.
- g) **NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID (Envelope – II). Price bid should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.**

#### 1.4.1.2.2 FINANCIAL BID – BILL OF QUANTITIES

- a) The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid Format as per ANNEXURE E – FINANCIAL BID (BILL OF QUANTITITES) of Tender enclosed. These prices should include all costs associated with the contract
- b) Utmost care 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. 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.

1.4.1.3 Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

1.4.1.4 Documents to be submitted by the tenderer under tender package have been described under the respective Clause 1.4.1 This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

1.4.1.5 All documents issued for the purposes of tendering as described in this document and any amendment issued in accordance with Clause 1.2.2 shall be deemed as incorporated in the Tender.

#### 1.4.2 **TENDER PRICES**

1.4.2.1 The tenderer is required to quote for all the items as per tender documents.

1.4.2.2 The rate and prices quoted by the tenderer include all tax liabilities and the cost of insurance to this contract and shall be subject to adjustment during the performance of the Contract, to reflect variation in the cost of labor, material components, plant, and other general variations, in accordance with the procedure specified in Special Conditions of Contract. The price adjustment provision will not be taken into consideration in tender evaluation.

1.4.2.3 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability

of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

1.4.2.4 The rate quoted shall be reasonable and balanced. If the Employer assesses the rates as unbalanced, he may require the tenderer to furnish detailed analysis to justify the same. If after its examination, the Employer still feels the rates to be unbalanced, and/or unreasonable, the tender is liable to be rejected by the Employer.

1.4.2.5 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

1.4.2.6 The tenderer shall as far as possible utilize Indian labor and staff and materials as approved by JMRC.

#### **1.4.3 CURRENCIES OF THE TENDER**

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1.4.3.1 Tender prices shall be quoted in Indian Rupees (INR) only.

#### **1.4.4 TENDER VALIDITY**

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1.4.4.1 The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender.

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

#### **1.4.5 TENDER SECURITY**

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1.4.5.1 The tenderer shall furnish, as tender security, an amount as mentioned in Key Details ( c) of NIT. In case of Micro, small and medium Enterprise of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of industrial and Financial Reconstruction, it shall be 1% of the value of bid as per RTPPR.

1.4.5.2 The tender security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank based in India. The format of the Bank Guarantee shall be generally in accordance with the sample form of tender security (Form B) included in this volume of tender documents. Other formats may be permitted subject to the prior approval of the Employer. Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the tender (150 days from the date of opening of tender). Tender Security may also be submitted in the form of Banker's Cheque or Demand Draft in favor of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The Tender Security shall be endorsed/ pledged in favor of the Employer.

1.4.5.3 Any tender not accompanied by an acceptable tender security will be summarily rejected by the Employer / Engineer as non-responsive.

1.4.5.4 The tender securities of unsuccessful tenderers shall be discharged/returned by the Employer as promptly as possible, but not later than 30 days after the expiration of the period of tender validity as defined in Clause 1.4.4. In this connection, Clause 1.6.2.3 may also be referred to.

1.4.5.5 The tender security of the successful tenderer shall be returned upon the tenderer executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 1.6.4.

1.4.5.6 The tender security shall be forfeited:

- a. If a tenderer withdraws its tender during the period of tender validity, or
- b. If the tenderer does not accept the correction of its tendered price in terms of Clause 1.5.9, or
- c. In the case of a successful tenderer, if it fails to:
  - i. Furnish the necessary performance guarantee for performance as per Clause 1.6.4 and/or
  - ii. Enter into the Contract within the time limit specified in Clause 1.6.3 No interest will be payable by the Employer on the tender security amount cited above.

#### **1.4.6 FORMAT AND SIGNING OF TENDERS**

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- 1.4.6.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 1.4.6.2 If the tender is submitted by a firm in partnership, it shall be digitally signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.
- 1.4.6.3 If the tender is submitted by a limited company or a limited corporation, it shall be digitally signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 1.4.6.4 If a tender 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 tender as to which one of the firms shall have the responsibility for tendering 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 tendering, 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 tender shall be furnished along with the tender. All members shall be jointly and severally responsible to the Employer. Provisions under Clause 1.1.3.2 may be referred to in this connection.
- 1.4.6.5 The documents required to be submitted by the Tenderer will be as described under Clause 1.4 herein.
- 1.4.6.6 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 contractor.
- 1.4.6.7 In case of all documents listed in Clause 1.4 above, the person signing the documents shall be one who is duly authorised in writing by or for and on behalf of the Tenderer and/or by a Statute Attorney of the Tenderer. Such authority in writing in favour of the person signing the tender and/or notarized certified copy of the Power of Attorney as the case may be, shall be enclosed along with the tender.
- 1.4.6.8 The complete tender 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 tenderer. All amendments / corrections shall be initialed by the person signing the tender.
- 1.4.6.9 All witnesses and sureties shall be persons of status and probity and their full names, Occupations and addresses shall be written below their signatures.

## 1.5 SUBMISSION OF TENDERS

### 1.5.1 SEALING AND MARKING OF TENDERS

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

#### 1.5.1.2 PREPARATION FOR ONLINE SUBMISSION:

1.5.1.2.1 To participate in online bidding process, tenderers 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. Tenderers who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

1.5.1.2.2 The tenderer 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.

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

#### 1.5.1.4 PRE-TENDER/PRE-BID CONFERENCE.

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

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

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

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

1.5.1.4.5 Non attendance at the Pre-tender/Pre-bid meeting will not be a cause for disqualification of a tenderer.

### 1.5.2 SUBMISSION OF TENDERS

1.5.2.1 The tenders will be submitted online only at web site <http://eproc.rajasthan.gov.in>. In no case tender will be submitted physically.

#### 1.5.2.2 ON LINE SUBMISSION:-

1.5.2.2.1 Tenderer shall submit their tender in electronic format digitally signing the same. Tenderer (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and Financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form, E-tender Processing Fee & Bid Security). However, the original financial instrument for Cost of Bid Form, E-tender Processing Fee & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIT.

Room No.208, GM (Rolling Stock)

2<sup>nd</sup> Floor, Admin Building, Mansarovar metro train depot,

Bhrigu path, Mansarovar, Jaipur – 302020

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

- 1.5.2.2.2 All pages of the tender document and the addendums/amendments uploaded by the JMRC on the website <http://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.
- 1.5.2.2.3 The documents listed in ITT along with the addenda uploaded till the date of tender submission, shall be filled by the tenderer to bind the tenderer to the contract. All the pages of the tender and documents shall be digitally signed.
- 1.5.2.2.4 The uploaded documents for technical-bid or earnest money or tender fee or processing fee or any other document required for e-tendering cannot be changed after closing date of tender and same documents are to be produced in original physical form in the office whenever asked to do so.
- 1.5.2.2.5 Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. All Tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialed/ initialed and dated, may be liable to rejection.
- 1.5.2.2.6 Tenders sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- 1.5.2.2.7 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so

### **1.5.3 LATE TENDERS**

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

### **1.5.4 TENDER OPENING AND PRELIMINARY EVALUATION**

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#### **1.5.4.1 Tender Opening**

- 1.5.4.1.1 The will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also. The tenders 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 tenderers pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified tenderers.
- 1.5.4.1.2 In first stage, pre-bid of the tenders will be opened. The tenderers' 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 Tender Opening Committee at the time of opening or same shall be made available at the web-site.

#### 1.5.4.2 Preliminary Examination of Bids

1.5.4.2.1 The contents of the pre-bid documents of the individual tenders will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Tenderers and the completeness. Any tender not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.

1.5.4.2.2 Financial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately by email. Tenderers are also advised to keep abreast of the website for announcement of the date.

#### 1.5.5 PROCESS TO BE CONFIDENTIAL

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1.5.5.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

1.5.5.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

#### 1.5.6 CLARIFICATION OF TENDERS

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1.5.6.1 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or telefax or email but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders in accordance with Clause 1.5.9 of ITT herein.

#### 1.5.7 DETERMINATION OF RESPONSIVENESS

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1.5.7.1 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.

1.5.7.2 For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender 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 tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price. Minor deviation may be brought out in Form C.

1.5.7.3 If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the tenderer by correction or withdrawal of the non-conformity or infirmity.

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



### 1.5.8 EVALUATION OF TENDER

- 1.5.8.1 The Employer will, keeping in view the contents of Clause 1.1.3 of ITT, carry out technical evaluation of submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.
- 1.5.8.2 All technically acceptable tenders will be eligible for consideration of their financial proposals.
- 1.5.8.3 The evaluation of financial proposals by the Employer / Engineer will take into account, in addition to the tender amounts, the following factors:
- Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 1.5.9
  - Such other factors of administrative nature as the Employer / Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 1.5.8.4 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the actual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 1.5.8.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

### 1.5.9 CORRECTION OF ERRORS

- 1.5.9.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Engineer/ Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer / Engineer as follows:
- Where there is a discrepancy between amounts in figures and in words, the amount in words will be consider;
  - Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer/Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 1.5.9.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

## 1.6 AWARD OF CONTRACT

### 1.6.1 AWARD CRITERIA

- 1.6.1.1 Subject to Clause 1.4.2.4 of ITT and 1.5.8 of ITT, the Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.
- 1.6.1.2 For price evaluation of tender, the Total Overall Cost as quoted for Tender For Housekeeping Services At Administration Building In Mansarovar Depot employer's right to accept any tender and to reject any or all tenders.
- 1.6.1.3 Notwithstanding Clause 1.6.1, the Employer reserves the right to accept or reject any tender, and to

annul the tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

#### **1.6.2 NOTIFICATION OF AWARD (LETTER OF ACCEPTANCE)**

1.6.2.1 Prior to the expiry of the period of tender validity prescribed by the Engineer/Employer, the Engineer/Employer will notify the successful tenderer by Tele-fax or email, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorised signatory, within four days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

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

1.6.2.3 Upon "Letter of Acceptance" being signed and returned by the successful tenderer as per Clause 1.6.2.1 of ITT, the employer will promptly notify the unsuccessful tenderers and discharge / return their tender securities.

#### **1.6.3 SIGNING OF AGREEMENT**

1.6.3.1 The Employer shall prepare the Agreement in the Proforma (Form E clause 4.5) 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 tenderer will be required to execute the Contract Agreement. The performance security should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories, will be supplied by the Employer to the Contractor.

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

- a. Performance Security (Performance Guarantee)
- b. 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
- c. Detailed proof (with name list) of compliance with PF and ESI regulations for each of the deployed staff.
- d. Copy of Valid labor license obtained from the concerning authority.

Note: The police verification of each staff deployed has to be submitted in due course. This shall be ensured by successful tenderer.

#### **1.6.4 PERFORMANCE SECURITY**

1.6.4.1 The successful tenderer shall furnish to the Employer a Performance Security for an amount of 5% of

the Contract Price, in accordance with General Conditions of Contract. In case of Micro, small and medium Enterprise of Rajasthan Performance Security shall be 1% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of industrial and Financial Reconstruction, it shall be 2% of the value of bid as per RTPPR.

1.6.4.2 The Performance Security can be in the form of Bank Draft or Banker's Cheque or a bank guarantee of a Scheduled Bank. The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security (Form D clause 4.4) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.6.4

1.6.4.3 Failure of the successful tenderer to comply with provisions of Clause 1.6.5.1 shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the tender security.

1.6.4.4 Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the tenderer.

#### **1.6.5 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) AND FORM OF TENDER**

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

### **1.7 CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

1.7.1.1 The tenderer is required to fill and submit documents as listed herein this document, but not limited to, the checklist at Annexure D.

## **2 SPECIAL CONDITIONS OF CONTRACT**

### **2.1 GENERAL**

#### **2.1.1 REPRESENTATION ON WORKS**

2.1.1.1 The contractor's manager shall be the representative of contractor on site (shall be called manager). The instructions given by the engineer or engineer's representative to manager shall be complied immediately. The contractor shall not replace the manager without permission of Engineer.

2.1.1.2 The contractor either himself or nominate the one representative senior to the manager duly authorized to take decision on behalf of contractor (shall be called contractor's representative), to attend any exigency/emergency, to attend the meetings, to solve the miscellaneous issue of site etc.

#### **2.1.2 Sub-Contractor**

2.1.2.1 Sub-contracting of whole work or any part of work shall not be permitted in the contract. If it comes to the notice of employer that the work or part of work has been subcontracted the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.

#### **2.1.3 Sufficiency of accepted Contract Amount**

2.1.3.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level.

2.1.3.2 The contractor shall be deemed to have satisfied himself as the sufficiency of contract prices for the

payments to employees towards compliance of minimum wages, PF & ESI, etc.

#### **2.1.4 Progress Reports**

2.1.4.1 The contractor shall submit a report every month which shall highlights the measures which the contractor proposes to take in order to improve the quality of work, efficiency, progress of the action items, organization chart, progress of work, safety audit report, quality audit report etc. The monthly report shall conform to the Employer's Requirements.

2.1.4.2 The Contractor shall also submit to the Engineer such other reports as may reasonably be required by him or any relevant authority or public body.

#### **2.1.5 Equipment, Machinery and Plants**

2.1.5.1 Contractor shall use machine of same make and model no. as specified in Tender Documents. However contractor can also propose and use the equivalent machine/higher model with approval of the engineer.

2.1.5.2 No tools, machinery, plant and equipment shall be supplied by the Employer except as mentioned in the Tender Document. The Contractor has to arrange all tools, equipment required for the work.

2.1.5.3 The plant, machinery and equipment brought for the execution of work, unless otherwise specified, shall be ownership of contractor. However contractor shall not remove such plant, machinery and equipment without permission of employers.

2.1.5.4 The Employer shall not, at any time, be liable for the loss or damage to any of the contractor's Plant, Machinery, Temporary Works or materials.

2.1.5.5 The Employer may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Plant, materials and other things required for the Works.

2.1.5.6 If contractor failed to provide the machinery required for the execution and quality of work, the engineer at his discretion may purchase the machinery at the risk and cost of contractor.

2.1.5.7 The contractor shall carryout transportation of the consignment (equipment, machinery) only through common carriers duly registered under the relevant law.

#### **2.1.6 Safety**

##### **2.1.6.1 Safety Requirements**

- a) The premises& vicinity of premises are having High Voltage Over Head Electric Lines, low voltage &High Voltage Equipment and the movement of Trains in the depot, etc. which can cause major injury, electrocution, death to the personnel and thus requirements for safety observance are very high.
- b) The contractor shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the manager, and supervisor must ensure the observance of safety requirements by themselves and housekeeping Staff. It shall be the sole responsibility of the contractor to adopt all the safety measures and deploy cleaning personnel who are adequately trained in safety.
- c) The contractor is responsible to ensure that necessary and adequate personal protective equipment are all the times available for the service personnel working. Contractor shall ensure to provide the Hi-Visibility/ Reflecting Jackets to cleaning staff along with supervisor/ manager (if advise by Engineer incharge).
- d) It shall be the contractor's sole responsibility to make aware all of contractor's staff with the DO'S and

DONT'S is attached with the tender.

#### 2.1.6.2 Accidents

- a) If any accident occurs due to execution of work or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- b) If any damage occurs to the structures/ material & equipment as well computers/ Telephone's due to cleaning operations, the cost of damage will be recovered from the contractor's bill.
- c) The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 20% of total contract value will be levied. This penalty will be addition to 10% penalty levied for poor performance.

#### 2.1.6.3 Safety

- a) Contractor shall adopt the necessary safety procedures to avoid any type of accidents to Employer's personnel, or any other personnel and to avoid damages to employer's assets.

#### 2.1.6.4 Training on Safety

JMRC will provide one day training on safety to Cleaning supervisors and manager. Supervisors and manager shall be responsible to provide this safety training to the deputed cleaning staff. Contractor shall submit the proof of this training to JMRC. Without this training and proper proof no staff will be deputed for work in JMRC.

The contractor shall provide the necessary training on safety of one week at its own cost, to all of the contractor's staff. The contractor shall not deploy the staff without safety training at site.

#### 2.1.6.5 Safety Audit

2.1.6.6 The contractor or contractor's representative shall do the safety audit of the site at least once in a month and shall submit the report in monthly report.

2.1.6.7 The contractor shall abide by the provisions of the SHE manual of JMRC as well as those of OSHAS 18001.

#### 2.1.7 Protection of the Environment

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2.1.7.1 The contractor shall use the environment friendly cleaning chemical and material.

2.1.7.2 The disposal of garbage shall be in environment friendly manner with proper segregation of biodegradable and non-biodegradable waste.

2.1.7.3 The garbage shall be collected in bags during cleaning and shall be disposed of by the contractor outside the premises in JMC/JDA's disposal yard / scrap yard. Nothing shall be paid extra by Employer for this to the contractor.

2.1.7.4 The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.

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

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

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

2.1.7.8 The contractor shall abide by the provisions of ISO 14001.

#### **2.1.8 ELECTRICITY AND WATER**

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- 2.1.8.1 The Employer shall make arrangements for Water supply and Electricity necessary for the Works.
- 2.1.8.2 The contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points. The contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly following all safety precautions. The contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements / alternative arrangements.
- 2.1.8.3 The Contractor should make his own arrangements to draw the water from the available water point to the working place in such a manner without affecting the premises.
- 2.1.8.4 The Contractor should make his own arrangements for Electricity and Water at its own cost if the Employer fails to provide Electricity and Water supply due to technical or any other reasons beyond the control of the Employer.

#### **2.1.9 Material**

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- 2.1.9.1 The contractor shall use the material, cleaning chemicals, and consumable as specified in the technical specification and scope of work. The Contractor has to arrange all material, cleaning reagents and consumables required for the work. The Contractor shall have to identify sources for supply of all such cleaning reagents and consumable material and get them approved by the Engineer before the use. If other than specified material, cleaning chemicals, and consumable wants to use the Contractor then shall submit the sample to the Engineer and shall use them only after the sample is approved. Nothing extra shall be payable to the Contractor on this account.

#### **2.1.10 Site Office and Store**

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- 2.1.10.1 The contractor shall be provided room in premises of Admin Building for making site office and for storage of contractor's material. If the space provided by the employer is insufficient, it shall be the responsibility of the Contractor to arrange at his own expense the required office or store room. The office and store room such provided/constructed shall only be used for site requirement not for any other purpose.
- 2.1.10.2 The contractor shall provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.

#### **2.1.11 Security of the Site**

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- 2.1.11.1 The police verification shall be made available by the contractor for each and every staff of contractor. Without police verification no staff shall be permitted to enter the premises.
- 2.1.11.2 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 2.1.11.3 Contractor's employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots, Hi-visibility / Reflecting Jackets and other safety / protection wear as directed by In-charge and to be provided by the Contractor. Badges shall identify the Contractor

and show the employee's name and number and shall be worn at all times while at site.

- 2.1.11.4 All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.

#### **2.1.12 Contractor's Operations on Site**

- 2.1.12.1 All of the contractor House Keeping staff's, supervisor and manager shall follow the rules and regulations, procedures in the JMRC premises. The contractor shall make aware all of his staff for the same.

## **2.2 STAFF AND LABOUR**

### **2.2.1 Rates of Wages and Payment of Wages**

- 2.2.1.1 The minimum wages considered for the purpose of this tender shall be as per the latest updated notification/ circular issued by Department of Labour, Government of Rajasthan, which may be referred on their website at <http://www.rajlalour.nic.in/>
- 2.2.1.2 The contractor shall pay the staff and labour as per this notification/ circular. However if the new notification/ circular is issued by the concerned authorities for revision of minimum wages during the currency or before finalization of the contract, the contractor shall be bound to implement the same immediately.
- 2.2.1.3 The Contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.

### **2.2.2 Labour Law & Obligation of Contractor**

- 2.2.2.1 In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India. Some of the obligations of the contractor are as below for the guidance of contractor.
- License for employing contract labour.
  - Payment of wage on 7<sup>th</sup> of every month through bank only and same shall be verified by the nominated representative of employer in the compliance of Minimum wages Act.
  - Provided First Aid facilities to contract workers at work sites,
  - Maintain register of workmen employed
  - Issue employment card to contract workers
  - Issue service certificate
  - Maintain Muster Roll, Wage Register, Deduction Register and Overtime Register
  - Send Half yearly return
  - Regular health checks up of contract workers and maintaining health register under BOCW Act.
  - Compliance of provisions of ESI, PF and Workmen compensation Act.
  - To ensure treatment in case of accident/injuries suffered in performance of work including wages and compensation under WC Act.
  - Send Accident report to Regional Labour Commissioner (RLC).
  - Observance of working hours, weekly rest and overtime payment as per BOCW Act.
  - To provide personal protection equipment viz. helmet, boots, reflective jackets at its own cost.

### **2.2.3 Provision of Efficient and Competent Staff**

- 2.2.3.1 The personnel deployed for the cleaning operations should be qualified, trained, efficient, competent and quality conscious in the relevant work and have the knowledge of Cleaning and safety procedures.
- 2.2.3.2 Contractor shall submit the documentary evidence of formal training imparted to staff prior to deputing in cleaning operation. The Training period of cleaning staff /Supervisor shall not be lower

than 7 days.

#### **2.2.4 Preservation of Peace and orderly conduct**

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2.2.4.1 The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking & Consumption of Tobacco in any form is not allowed. The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots.

2.2.4.2 The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be dealt only by the contractor and employer shall not be the party to such action in any case.

#### **2.2.5 Labour to be Contractor's Employee**

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

#### **2.2.6 Police Verification**

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2.2.6.1 The contractor shall carryout antecedent check and the police verification of all of the staff. The police verification of each staff deployed has to be submitted in due course. This shall be ensured by successful tenderer.

#### **2.2.7 Uniforms**

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

#### **2.2.8 Photo Identity Cards**

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2.2.8.1 The contractor shall provide the photo identity cards to all of the contractor's staff (Contractor's Representative, Managers, Supervisors, and Cleaning Staff). Before deputing the staff for cleaning a copy of the photo identity card will be submitted to the engineer. Staff without identity card shall not be permitted to enter in the premises.

2.2.8.2 Only with the permission of the Engineer, Identity card shall be signed by either the contractor himself or contractor's representative and shall have the contractor's stamp. The identity card signed by any other person shall not be valid.

2.2.8.3 The photo has to be printed along with the other details on the paper and then laminated. The identity card having pasted photo shall not be valid. Before deputing the staff for cleaning a copy of the photo identity card will be submitted to the Employer.



### **2.2.9 Entry Exit Pass**

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

### **2.2.10 COMMUNICATION FACILITIES TO STAFF**

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- 2.2.10.1 The contractor shall, at its own cost, provide the mobile phone communication facilities to contractor's Manager and Supervisors and the mobile number shall be provided to Engineer or JMRC i.e. employer.

## **2.3 WORK EXECUTION AND QUALITY CONTROL**

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### **2.3.1 Manner of execution**

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- 2.3.1.1 The contractor shall comply the schedules, procedures, methodology, work instruction given in technical specification and scope of work. The contractor shall use only the specified material and machines.
- 2.3.1.2 If employer does not give cleaning/ housekeeping procedures, the contractor shall give the cleaning and housekeeping procedures and the same shall be got approved by the Engineer. Contractor shall submit the detailed Cleaning procedures for all different type of cleaning and housekeeping.

### **2.3.2 Inspection**

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- 2.3.2.1 The contractor supervisor and manager shall supervise and monitor the quality of the work executed and fill up the check sheet and submit to the engineer's representatives. The engineer's representatives shall inspect and cross check the work for the quality and verify the work accordingly.
- 2.3.2.2 The engineer's representative shall also inspect and check for the compliance of contractor for the availability of proper and specified material, consumable, machinery, tools etc. The engineer representative shall also inspect and check compliance of contractor for the availability of sufficient manpower, all the staff in proper uniform and have the identity card, staff is disciplined, use of protective equipment, observance of safety etc. Any shortcoming noted during such inspection shall be rectified by the contractor immediately failing which the penalty shall be imposed

### **2.3.3 Quality Audit**

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- 2.3.3.1 The contractor or contractor's representative shall visit the site and inspect and do the quality audit at least two times in a month. The contractor shall submit the quality audit report on the quality of work and action taken to improve the quality in the monthly report.
- 2.3.3.2 If the quality is not up to mark or persistence of problem then Engineer may require to call the contractor himself, contractor authorized signatory or contractor's representative to be present on the site.
- 2.3.3.3 On such call the contractor himself, contractor's authorized signatory or contractor's representative shall have to present on the site to monitor the execution of work and to solve the problem immediately. The personnel called in such case shall not leave the site without written permission from the engineer.

#### 2.3.4 Records

2.3.4.1 Contractor will have to maintain proper records of Cleaning, housekeeping of Tender for housekeeping services at administration building in mansarovar depot as per direction of engineer In-charge or engineer In-charge representative. Some of the records to be maintained are as follows:

- a. Deployment of manpower per day.
- b. Availability of Machines/Plants/Equipment.
- c. Stock details and utilization of Chemicals / Reagents / Detergents/consumables.
- d. Check sheets for Details of Cleaning and housekeeping of Tender for housekeeping services at administration building in mansarovar depot carried per day as per Cleaning schedule of work.
- e. Monthly summary of work carried out in as per schedule of work.
- f. Monthly report submittal.

### 2.4 TIME MANAGEMENT

#### 2.4.1 Contract Period

2.4.1.1 The contract shall be for a period of 2 years from the date of commencement of work.

2.4.1.2 The period of the Contract may be extended in exceptional circumstances, for a period not more than 6 months.

#### 2.4.2 Tentative shift timings of various JMRC offices at administration building in mansarovar depot

2.4.2.1 The tentative shift timings following in various JMRC offices are as follows: -

- 1) General shift : 0900 hrs. to 1730 hrs (including lunch break from 1300 hrs to 1330 hrs.)
- 2) Morning Shift : 0600 hrs. to 1400 hrs.
- 3) Evening Shift : 1400 hrs. to 2200 hrs.
- 4) Night Shift : 2200 hrs. to 0600 hrs.

2.4.2.2 However based on actual need, contractor may need to work in one or more shifts as directed by Employer. The shift timings may be different for different buildings/ Premises. Similarly different buildings may work in one or more shifts.

2.4.2.3 In the case of General shifts, the major portion of the cleaning should be completed by before start the office hrs.

#### 2.4.3 Suspension of work

2.4.3.1 The work is of essential service required for the office premises. The suspension of work by the contractor or contractor's staff even for a single day may lead to heavy penalties on the contractor up to termination of contract and forfeiture of performance security.

### 2.5 CONTRACT PRICE AND PAYMENT

#### 2.5.1 The Contract Price

2.5.1.1 Contract Price, shall be inclusive of all taxes, duties, royalties etc. Nothing extra (except the Service tax as applicable) shall be payable over the quoted rates.

2.5.1.2 The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

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**2.5.2 Price Variation**

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2.5.2.1 Any escalation in the minimum wages by Deptt. of Labour, Government of Rajasthan shall be compensated with price variation formula as below.

Total quoted cost of work (without service tax) = "TC"

2.5.2.2 Total increased Labor Cost due to escalation in minimum wages (number of staff as per minimum specified in ITT Form T-III) "LC" = 365 x Number of Staff x (revised minimum wage per day-minimum wages per day as per SCC clause 2.2.1)

2.5.2.3 Percentage Increase "P" = (LCx100)/TC

2.5.2.4 Revised rate of Activities shall be = Accepted rate of BOQ activities + ((Accepted rate of BOQ activities x "P")/100)

2.5.2.5 Accepted rate of BOQ activities shall be the rates as in original LOA issued to the contractor at the time of award of contract. The revised rates shall be applicable w.e.f. the date of escalation of the minimum wages.

(\*) Formula shall be applicable for individual categories of manpower separately and "LC" will be the sum of individual values.

2.5.2.6 The tenderer should quote the rates considering current minimum wages & DA etc. as on "date" as well as periodical increase during the currency of contract.

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**2.5.3 Advance**

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2.5.3.1 No advance shall be paid.

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**2.5.4 On account payment Application for Interim Payment certificates**

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2.5.4.1 Payment shall be made monthly on submission of Bills by contractors and bill will be verified by concerned in charge. The value of all work done in accordance with the Contract, and the amount which is finally due, and For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.

2.5.4.2 The contractor shall submit the check sheets, Service Sheets etc duly signed by the engineer's representative for work done.

2.5.4.3 If any activities are not carried out as per the schedule of work the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per Special Condition of Contract.

2.5.4.4 Contractor shall abide the Minimum Wages Act and JMRC representatives shall verify and/or witness all related payments.

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**2.5.5 Payment in Applicable Currencies**

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2.5.5.1 Payment shall be done in INR only

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**2.6 PENALTY & DEDUCTION**

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2.6.1.1 If at any point of time it is found or noticed by Engineer in-charge or his representative that the

quality of cleaning works is not upto the mark; a penalty of Rs. 500 will be imposed for each such incident. However total penalty on this account (i.e. poor quality of work) shall not exceed 10% of contract value. This penalty due to poor quality of work shall be additional to various penalty clause specified here in i.e. 2.6.1.2 to 2.6.1.18.

- 2.6.1.2 The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 20% of the bill for the month in which the incidence taken place shall be imposed. This penalty will be addition to 10% penalty levied for poor performance.
- 2.6.1.3 If , Manager, Supervisor, cleaning/Housekeeping staff are found absent or short, a deduction at the rate of equivalent to daily wage plus Rs 100/- per employee per day will be charged subject to the actual execution, completion and quality of work. The rate of wages shall be as per minimum wages rate as applicable to each category of staff as per S.C.C. Clause 2.2.1.
- 2.6.1.4 It should be clearly understood that if, total penalty and deductions in any one year of the contract exceeds 10% of the value of contract, the contractor will be consider under review by JMRC for participation in the similar category of works.
- 2.6.1.5 If during inspection, the workers are not found in uniform, a penalty of Rs.50 per employee per day will be imposed.
- 2.6.1.6 If during inspection, the workers are not found in proper PPE (Personnel protective equipment) a penalty up to Rs.200 per employee per day will be imposed.
- 2.6.1.7 In case of unavailability of proper chemicals for described usage, penalty up to Rs. 500.00 per day will be imposed.
- 2.6.1.8 The Contractor shall co-ordinate his programme to the extent feasible with the programmers of other contractors to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall programme.
- 2.6.1.9 In case of unavailability of consumables e.g.; Naphthalene Ball, Room Freshener, Liquid Hand Wash etc a penalty of Rs 100/- per incident shall be imposed.
- 2.6.1.10 In case of unavailability or use of improper hand tools and tackles e.g.; wiper, mops, duster etc a penalty of Rs 100/- per incident shall be imposed.
- 2.6.1.11 In case of non-attendance of complaint, within 24 hrs, Rs.500.00 will be charged for each case.
- 2.6.1.12 In case of any damage done by any of the worker of the contractor to the property of the Employer, the actual amount will be recovered or the contractor shall repair / replace such damaged part at its own cost to the satisfaction of the Employer.
- 2.6.1.13 In case disposal of cleaning waste is not done by the contractor at the prescribed Jaipur Municipal Corporation (JMC) site, a penalty of Rs.500/- per incident will be imposed.
- 2.6.1.14 Breakdown time of any machine should not be more than 48 hours. In case the machine is not made available or repaired for more than 07 days, Employer shall procure or get machine repaired at the risk and cost of contractor and the amount shall be deducted from contractor's bills or

performance guarantee. The penalty beyond breakdown time of 48 hrs will be imposed as per the following table.

Description of Machine	Penalty per machine per day (Rs.)
1. High pressure cleaners	100
2. Portable type Single Disc Mini Scrubber	100
3. Glass cleaning tools with long handles	50
4. Aluminum Ladder	50
5. Walk behind vacuum sweepers for shop floor & office	100
6. Two bucket trolley system	50
7. Wet & Dry Vacuum Cleaner	50

2.6.1.15 A number of activities are listed against BOQ items in “Technical specifications and scope of work”. Contractor shall perform all the activities. If contractor does not perform all the activities, the proportional amount for the activities not performed shall be deducted. JMRC decision for amount to be deducted shall be final.

2.6.1.16 Verification of work shall be done in percentage term considering deployment of manpower, machinery, consumables etc. In case of any work of improper cleaning, due to short supervision, short deployment of man power / equipment/ machinery, consumables etc. as compared to requirement prescribed in the contract, only proportionate amount shall be payable to the contractor as per BOQ JMRC decision for amount to be deducted shall be final.

2.6.1.17 The penalties as above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.

2.6.1.18 Contractor performance shall be evaluated at the end of every year before extension of the contract for next year. If contractor performance does not found satisfactory the contract will not be extended for next year. Decision of JMRC will be final.

2.6.1.19 A Penalty @ 12% per annum or at rate applicable as per concerned authorities shall be imposed for late deposition of ESI/PF amount to the period in which ESI/PF is deposited late to concerned authorities which will be remitted to concerned department.

## **2.7 RISK AND RESPONSIBILITY**

### **2.7.1 Indemnity**

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

### **2.7.2 Use and Care of Site**

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

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

performance.

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

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

## **2.8 INSURANCE**

### **2.8.1 Insurance for Workers**

2.8.1.1 All of the contractor staff shall have to be covered under ESI. The contractor shall take insurance policy at his own cost as specified in the workmen's compensation act for the contractor's staffs those are not covered by the ESI.

### **2.8.2 Third party insurance**

2.8.2.1 The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured otherwise) or to any person (except persons insured by the employer, staff of other contractors working in the premises, contractor staff), which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs.1, 00,000/- for each incident with number of incidents at least 3 in a year.

## **3 TECHNICAL SPECIFICATION AND SCOPE OF WORK**

### **3.1 GENERAL**

3.1.1.1 For daily cleaning /two day in a week shall be done as directed by the Engineer and prescribed in clause 3.3.

3.1.1.2 Contractor shall arrange all requisite cleaning items, material to ensure the high level cleaning in office premises of JMRC.

3.1.1.3 All Electrical & electronic equipment shall be cleaned under the supervision of an authorized representative of the JMRC.

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

3.1.1.5 The proper record for the chemical and detergent used for cleaning shall be maintained by the contractor. The engineer's representative shall frequently monitor the consumption. The engineer on his discretion may advise to the contractor to handover the cleaning chemical and detergent to employer's store at site and get issued from there.

3.1.1.6 Cleaning of toilets shall be done every 2 hrs or more as advised by Engineer in-charge and an inspection sheet shall be kept in the toilets.

3.1.1.7 Apart from the daily cleaning the deep cleaning activities with use of phenol, chemicals with the heavy cleaning machine shall be done as per requirement in all the buildings.

3.1.1.8 The consumables eg; Air/Room Freshener, Naphthalene Balls, Odonizer, Urinal cubes. Tissue papers etc shall be provided in abundant and there shall be no shortage.

3.1.1.9 There are chemical substances with different reaction time (from few minutes to more than 24 hours) in any case the following substances shall not be used at all: gasoline / petrol, acetone, trichloroethylene and all the aggressive organic solvents (xylene, toluene, dichloroethylene, trichloroethylene, etc.) Also strong acids/alkaline are to be completely avoided (hydrochloric acid, formic acid, nitric acid, sulphuric acid, caustic soda, etc.).

3.1.1.10 The dilution suggested by supplier for the chemicals and cleaning reagents shall be followed.

### 3.1.2 SPECIFICATION FOR CLEANING REAGENT

3.1.2.1 The contractor shall submit the details of cleaning reagent he intend to use for approval of engineer. The consumable shall be branded and of high quality and specification in general to be followed as below. Engineer may reject the proposed consumable by the contractor and direct contractor a particular item at his discretion, the contractor shall follow the engineer direction. The quantity shall be as desired by the engineer according to site and work requirement.

S. No	Name of Chemicals and Detergents	Make	Area of application
1	Floor cleaning chemical	Johnson Diversy/Easy bang or equivalent	Wing-A (Canteen Toilet & water coolers area), Wing-B &Wing-C or as directed by Engineer.
2	False ceiling chemical	Johnson Diversy/Easy bang or equivalent	Wing-A (Canteen Toilet & water coolers area), Wing-B &Wing-C or as directed by Engineer.
3	Gum Remover	Tasky/Johnson/Diversy	Wing-A (Canteen Toilet & water coolers area), Wing-B &Wing-C or as directed by Engineer.
4	Stain Remover for Steel	D7 or Glow Side or Approved Make	Wing-A (Canteen Toilet & water coolers area), Wing-B &Wing-C or as directed by Engineer.

### 3.1.3 SPECIFICATION FOR ADMINISTRATION BUILDING, Wing-A (Two wheeler Parking Area, Canteen Toilet & water coolers area), Wing-B (except Auditorium) and Wing-C

3.1.3.1 The contractor shall submit the details of consumable he intend to use for approval of engineer. The consumable shall be branded and of high quality and specification in general to be followed as below. Engineer may reject the proposed consumable by the contractor and direct contractor a particular item at his discretion, the contractor shall follow the engineer direction. The quantity shall be as desired by the engineer according to site and work requirement.

I)	Liquid Hand Wash	- Lifebuoy/Dettol
II)	Toilet Roll	- Vertis/Windsoft/Boardwalk/Daycare/Daffodil
III)	Tissue paper box	- Vertis/SoftTouch/Windsoft/Boardwalk/Daycare

IV)	White Phenyl	- Domex/Lizol/Gainda/Trishul or equivalent
V)	Air/Room Freshener	- Yardley/Park Avenue/Airvic/Odonil
VI)	Naphthalene Balls	- Gainda/Trishul or equivalent
VII)	Odonizer	- Odonil
VIII)	Toilet Cleaner	- Harpic /Mr. Muscle/R6 or equivalent
IX)	Urinal cube	- Odonil /Metropol
X)	Floor cleaning chemical	- Johnson Diversy/Easy bang or equivalent
XI)	White Duster	- Branded and High Quality
XII)	Yellow Duster	- Branded and High Quality
XIII)	Small Dust Bin	- Neel Kamal/cello or equivalent
XIV)	Large Dust Bin	- Neel Kamal/cello or equivalent
XV)	Garbage Bin	- Neel Kamal/cello or equivalent
XVI)	Polythene bags in Bins	- High Quality
XVII)	Bucket and Mugs in Toilets	- Neel Kamal/cello or equivalent
XVIII)	Push/Pull Soap Dispenser	- Neel Kamal or High Quality

### 3.1.4 SPECIFICATION FOR MACHINES

3.1.4.1 The make and model of the machine and requirements are specified in the ITT Form-T-IV. However, if contractor desires to use similar or equivalent machines, then prior approval of JMRC would be required.

### 3.1.5 SPECIFICATION FOR HAND TOOLS AND CLEANING APPLIANCES

3.1.5.1 The contractor shall submit the details of hand tools and cleaning appliances he intend to use for approval of engineer. The hand tools and cleaning appliances shall be branded and of high quality and specification in general to be followed as below. Engineer may reject the proposed consumable by the contractor and direct contractor a particular item at his discretion, the contractor shall follow the engineer direction.

a.	Wiper	- Neel Kamal/TTS or equivalent
b.	Mop	- TTS/Scotch bright or equivalent
c.	Long Handle Brush	-Johnson/Karcher/Roots/Neel Kamal/TTS or equivalent
d.	Squeegee	- Neel Kamal/Scotch bright /TTS or equivalent
e.	Microfiber cloth	-Branded and High Quality
f.	Hand brush	-Branded and High Quality
g.	Dusters	-Branded and High Quality
h.	Others	- Branded and High Quality

### 3.1.6 SAFETY DO'S AND DON'T'S

3.1.6.1 All the engage housekeeping staff, supervisor & Manger shall follow the rules /guidelines to ensure personal safety as well as JMRC premises safety.

3.1.6.2 Since there is Train maintenance Mansarovar Depot in the vicinity of the Admin Building premises, so special taken care must be ensure on that area in view of train movements. If due to any work/ reason require to go in the depot then only with the permission of the Engineer in charge.



**3.1.7 GARBAGE DISPOSAL**

3.1.7.1 The garbage shall be collected in bags during cleaning and shall be disposed off by the contractor outside the depot area in JDA/ JMC's disposal yard / scrap yard daily. Nothing shall be paid extra by JMRC for this to the contractor. The bin shall be supplied by the contractor according to site requirement work and on direction of engineer.

**3.2 Deleted****3.3 SCOPE OF WORK AND PROCEDURE FOR ADMINISTRATION BUILDING HOUSEKEEPING**

The scope of work and the procedure for Housekeeping shall be as per Tables 01 to 02 given below. The contractor shall follow the same or as advise by Engineer In-charge.

**3.3.1 Table 01: Schedule of Cleaning and Housekeeping items of ASS, DG Set, Chiller Plant and Wing-A (Two Wheeler Parking Area).**

S. No.	Description of Work	Frequency
1.	Dry cleaning and Moping of floor, Passages & different types of floor area available at ASS, DG Set, Chiller Plant and Wing-A (Two Wheeler Parking Area)	Every 3-day OR 2 times in a week
2.	Cleaning of Sign Boards/ Name Boards/Notice boards	
3.	Cleaning of Different types of doors/ windows frames & shutters	
4.	Cleaning of Telephone sets & accessories	
5.	Cleaning of office equipment/furniture	
6.	Supply and Cleaning of Dust bins	
7.	Removing/ disposing of collected garbage/debris	
8.	Any other equipment/ Misc. items/ Machine as advise by Engineer in-charge	
9.	Dry Cleaning of Admin Building roof & removing of debris and Removing of Cob Webs from Building premises.	Monthly

**3.3.2 Table 02: Schedule of Cleaning and Housekeeping items of Admin Building Wing A (Canteen wash room & Toilet), Wing-B (Except Auditorium) and Wing-C complete.**

S. No.	Description of work	Frequency
1	Wet cleaning, wiping, scrubbing and deep cleaning of floor, Passages& different types of floor area as available	Daily
2	Cleaning and wiping of Toilets & Bath rooms	
3	Cleaning of Sign Boards/ Name Boards/Notice boards	
4	Cleaning of Different types of doors/ windows frames	
5	Removing/ disposing of collected garbage/debris	
6	Cleaning of Telephone sets & accessories	
7	Supply and Cleaning of Dust bins	
8	Cleaning of Electrical Switch boards	
9	Cleaning of air coolers/fans/exhaust fans & accessories	
10	Cleaning of Cable Trays, Indoor lighting & accessories	
11	Cleaning of Roof Ceiling/Suspended Ceiling etc.	
12	Cleaning of office equipments/furniture's	
13	Cleaning of computers and accessories	
14	Supply arranging & maintaining of 300 Plants	
15	Any other equipments/ Misc. items/ Machine as advise by Engineer in-charge	
16	Dry Cleaning of Admin Building roof & removing of debris and Removing of Cob Webs from Building Premises.	Monthly

**3.4 PROCEDURES FOR CLEANING AND HOUSEKEEPING ACTIVITIES**

- 3.4.1.1 The cleaning & Housekeeping of all buildings/Premises should be carried out as per frequency given in Tables by adequate No. of trained personnel and by using machineries & equipment. The contractor may have to use the suitable cleaning & washing Detergents/ reagents etc. or as specified by JMRC.

**3.5 CLEANING OF ARCHETECTURAL WORKS FOR BUILDINGS AT MANSAROVAR DEPOT****3.5.1 Floor at Buildings and passage:**

- 3.5.1.1 Different type of floors and passage provided in all buildings, ETU Shed should be kept neat & tidy condition by using wet & dry cleaning methods with adequate trained personnel, machines & equipment. The Eco friendly disinfection detergents / liquids shall be used. The machines /equipment& Disinfection detergents /liquids should not destroy the surface of flooring. Cleaning & housekeeping operations shall not cause any damage to the Buildings, Equipment, and Personnel etc.
- 3.5.1.2 The Oil/grease stains and slippery will develop frequently on the surface of the floors, walls etc. of the ETU Shed area; so proper cleaning should be done to clean the said stains and slippery portion. No damage to the floor surface to be occurred due to excessive cleaning operations.
- 3.5.1.3 The Passages area to be cleaned daily as per the frequency given in the schedule of work, without affecting the operation of Admin Building. Safety signage boards shall be used to avoid any accidents.
- 3.5.1.4 Different types of floor area in all rooms of all buildings.
- 3.5.1.5 Different types of Floors provided in different rooms of all buildings to be cleaned as per the frequency by using wet & dry cleaning methods by deploying adequate trained personnel and cleaning equipment/ machines. The cleaning area should be kept neat & tidy condition. All rooms are to be cleaned and shall look neat & clean all the time. While cleaning no damage to be occurred to the flooring, carpet, and equipment provided in the rooms.

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

- 3.5.2.1 Different type of finishes like glass mosaic tile; acrylic polyurethane enamel paint applied on wood or metal works; Metal cladding; Dovetex tiles etc. shall be cleaned as per frequency given in the schedule of work by using wet & dry cleaning methods with adequate trained personnel & cleaning equipment. While cleaning no damage should occur to the provided finishing works.

**3.5.3 Cleaning of doors/windows frames & shutters:**

- 3.5.3.1 Different type of paneled or glazed doors/windows like wooden, Aluminum,
- 3.5.3.2 Galvanized steel sheet doors, fire rated door etc. shall be cleaned by wet & dry cleaning methods as per frequency. No scratches or damage to be occurred on the cleaning surfaces.

**3.5.4 Cleaning of Glasses fixed to the doors, windows.**

- 3.5.4.1 The Glass surface shall be cleaned gently with wet/dry cleaning methods as per frequency given in the schedule of work (Tables). While cleaning the high raised glass surface proper care should be taken so that no cracks/ breakage occurred. Suitable detergent/liquid soaps to be used for cleaning.

**3.5.5 Cleaning of shutters:**

- 3.5.5.1 Various sizes of rolling shutters provided in all buildings are required to be cleaned by using suitable methods & trained personnel.

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**3.5.6 Cleaning of stainless steel / mild steel/PVC hand railing:**

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3.5.6.1 Stainless steel / Mild steel/PVC hand railing provided to the stair cases/balconies etc. to be cleaned along with the balusters by wet/dry cleaning methods.

**3.5.7 Maintenance of Indoor Plants:**

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3.5.7.1 The indoor plants/ flower pots etc. Should be provided as required and maintain the same in every building in healthy condition.

**3.5.8 Cleaning of Roof:**

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3.5.8.1 The roof surface of all buildings should be cleaned by the suitable method. While cleaning necessary safety procedure is to be adopted.

**3.5.9 Cleaning of Mirrors:**

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

**3.5.10 Switch boards:**

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3.5.10.1 Different type of Switchboards provided in different rooms /locations are to be cleaned by suitable methods & equipment. No operational services should be disrupted due to cleaning operations. No stains/impressions should be remained on Switchboards after cleaning. The said boards should be kept in good & clean always. While cleaning, the safety has to be ensured by the cleaning personnel. Any accident if occurs, shall be the sole responsibility of the contractor. No equipment should be damaged due to cleaning.

**3.5.11 Cleaning of Fans/Exhaust fans:**

---

3.5.11.1 Different sweep sizes of ceiling & Exhaust fans are to be cleaned by suitable cleaning method which are provided in Rooms/passage area of all buildings. No stains or impressions should be remained on both sides of fan blades.

**3.5.12 Cleaning of CMV pit area / shed**

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3.5.12.1 The vertical and bottom surface of the CMV pit area should be cleaned after finishing the day's work and as & when required. No Oil/Grease stains should be remained in the inspection pit area. The dust / garbage collected should be disposed frequently.

**3.6 GENERAL CLEANLINESS:**

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**3.6.1 Cleaning of Telephone sets and accessories:**

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3.6.1.1 Telephone instruments provided in all the rooms of different buildings/Premises are to be cleaned by using suitable method. Telephone instrument should not be affected due to cleaning operations.

**3.6.2 Cleaning of Computers and accessories:**

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3.6.2.1 Computers and its accessories like CPU; UPS; Printer, Keyboard Monitor etc. are to be cleaned as per frequency given in the Tables by suitable method. No data should be deleted or functioning of computer withheld due to cleaning operations.

**3.6.3 Cleaning of Signage boards/Notice boards:**

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

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**3.6.4 Cleaning of OCC systems**

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3.6.4.1 Various communication and display systems are provided in OCC/DCC offices are to be cleaned as per frequency by suitable methods.

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**3.6.5 Cleaning of furniture provided in all rooms/offices:**

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3.6.5.1 The different type of furniture provided in all rooms /offices of all buildings are to be cleaned by suitable methods.

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**3.6.6 Cleaning of Office equipment**

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3.6.6.1 Different types of office equipment like Almirahs, Bookshelves, and Rakes etc. are to be cleaned as per frequency given in the schedule of work (Tables).

3.6.6.2 Supply and Cleaning of Dust bins:

- a) The contractor shall supply adequate no. of Small and Big dust bins with the approval of Employer.
- b) Samples to be approved by Employer.
- c) Each service room shall be provided with dustbins of small size equal to sitting provided in that room.
- d) At various locations big dust bins with covers and plastic bag inside for waste collection shall be in adequate quantity.
- e) Every floor shall be provided two big dustbins each side.
- f) Dustbins shall be cleaned as per the requirement on daily basis.
- g) Adequate no. of spare dust bins shall be kept to replace damaged /dirty dust bins.
- h) Big size Garbage bin shall be provided in adequate nos. with covers to finally collect the waste/garbage. These Garbage bin shall be provided with a disposable plastic cover inside. Such Garbage bin should be sealed & be emptied in the nominated JMC locations. The dustbins to be transported in sealed condition only. Spare Garbage bins shall be kept when Garbage bin are sent for waste disposal. The Garbage bins are to be kept in neat and clean manner & should be cleaned and washed on daily basis.

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**3.6.7 Cleaning & sanitation of Bathrooms & Toilets:**

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3.6.7.1 The Bathrooms & Toilets provided in the different buildings/ premises are to be cleaned and to be kept neat & in hygienic condition. Necessary disinfectant is to be used for cleaning of toilets/ urinals/wash basins & flooring. Liquid soap, toilet tissues, odonizers, naphthalene balls etc to be provided on consumable basis as & when required at the cost of contractor. These items should be made available in the adequate quantity at various places in the Bathrooms & Toilets etc. The fittings installed in bath room & Toilets shall be checked and status for any damage, theft shall be reported to JMRC staff.

**3.7 SCHEDULE OF RATES & ACTIVITIES (Activity wise break up):**

Payment shall be made as per the following weight age for activities coinciding with the respective tables and groups in the Technical Specifications and Scope of Work (Refer Clause 3.3)

Sl. No.	Description of work	UNIT	Quantity per year	Rate (In %)
Table	Item			
<b>1</b>	<b>Schedule of Cleaning and Housekeeping items of ASS, DG Set, Chiller Plant and Wing-A (Two Wheeler Parking Area (Sl. No 1.00 of BOQ)</b>			
<b>Clause 3.3.1</b>	As per Table 01	Every three day (two times in a week)	104	100% of R(1)*
<b>2</b>	<b>Schedule of Cleaning and Housekeeping items of Admin Building Wing A (Canteen wash room &amp; Toilet), Wing-B (Except Auditorium) and Wing-C complete (Sl. No 2.00 of BOQ)</b>			
<b>Clause 3.3.2</b>	As per Table 02	Every Day	365	100% of R(2)*

Note:

- 1) R(\*)=Accepted Rate per year for the Buildings/Areas as per Bill of Quantities (BOQ), Refer Respective 'Description of Work' from Sl. No. 1.00 to 02.00
- 2) A = Quantity per year
- 3) B = Percentage rate of each activity
- 4) Rate of activities shall be calculated as follows  

$$\text{Activity rate per year (C)} = (B) \times (R^*)$$

$$\text{Per activity rate} = (C) / (A)$$

**3.8 MACHINERY AND CONSUMABLE REQUIREMENTS:****3.8.1 Essential Machinery to be deployed**

The Contractor shall essentially deploy the following machinery and shall maintain them and use them at all times during the duration of the Contract:

SL. No	Name of machinery	Make/Model No.	Qty
<b>1</b>	High pressure cleaners	M/s. Johnson diversity, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	1
<b>2</b>	Portable type Single Disc Mini Scrubber	M/s. Johnson diversity, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	2
<b>3</b>	Glass cleaning tools with long handles	M/s. Johnson diversity, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	2
<b>4</b>	Aluminum ladders 4 feet	Reputed make	2
<b>5</b>	Walk behind vacuum sweepers for shop floor & office	M/s. Johnson diversity, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	1
<b>6</b>	Two bucket trolley system	Reputed make	4
<b>7</b>	Wet & Dry vacuum cleaner	M/s. Johnson diversity, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	1

**3.8.2 Approximate consumption of cleaning chemicals and other consumable required for housekeeping activities**

Estimates for the work have been worked out on the basis of the following consumption of cleaning chemicals for housekeeping of admin building. The same may be taken as an indicative annual requirement during the course of the contract. Contractor may refer to this chart for working out his estimated cost.

Consumables on 6 month period basis, subject to require in full quantity/pack shall be handed over to Engineer-in-charge, JMRC, in advance to his store, and same may be issued as and when required by the contractor.

SL. No.	Material	UNIT	Approx. Qty / Year
1.	Liquid Hand Wash(5 ltr Pack)	Nos	24
2.	Toilet Roll 2 Ply 375 Sheets	Nos	240
3.	Tissue Paper box 2 Ply 20x20	Nos	96
4.	White Phenyl(5 ltr Pack)	Nos	12
5.	Air/Room Freshner	Nos	108
6.	Napthalence Balls	Pkt	60
7.	Toilet Cleaner (R-6)(500 ml Pack)	Nos	120
8.	Urinal cube	Pkt	60
9.	Glass wiper	Nos	24
10.	Floor cleaning chemical(R-2)(5 ltr Pack)	Nos	48
11.	Green Scrubber 6x4	Nos	108
12.	Nylon Scrubber	Nos	108
13.	Hand Brush	Nos	24
14.	Dust Pan	Nos	24
15.	Plastic Mug	Nos	48
16.	Colin Glass Cleaner	Nos	108
17.	Garbage Bag Big (Pkt of 10)	pkt	48
18.	Garbage Bag Small(Pkt of 10)	Pkt	108
19.	Small Dust Bin 5 Ltr	Nos	48
20.	Large Dust Bin 50 Ltr	Nos	24
21.	Soap Dispenser (500 ml)	Nos	15
22.	Odonil	Nos	48
23.	Buckets (16 Ltr) Plastic	Nos	48
24.	Yellow Duster	Nos	108
25.	Micro Fibre Duster	Nos	30
26.	Foam Sponges	Nos	48
27.	White Duster	Nos	48
28.	Consumables for machinery eg. Scrubbing Pads, Dust Bags, Brushes etc.	Nos	12
29.	Supplying, Arranging and Placing "Indoor Plants/Out door Plants/ Flower pots"	Nos	300
30.	Helmets	Nos	4
31.	Safety Belts	Nos	4

**4 FORMATS FORMING PART OF TECHNICAL BID**

INDEX	FORM
Format of Tender with Appendix	A
Format of Bank Guarantee for Tender Security	B
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Format of Bank Guarantee for Performance Security	D
Format of Agreement	E
Format of Power of Attorney	F
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Experience Record	T-II
Resources Proposed for the Work-Personnel	T-III
Resources Proposed for the work- Machinery & Equipment	T-IV
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Format of Curriculum Vitae	T- X
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Declaration by the bidder regarding qualifications	Annexure B
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#### 4.1 FORM A FORM OF TENDER

Note:

- I. The Appendix forms part of the Tender.
- II. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT

To

GENERAL MANAGER (ROLLING STOCK)

JAIPUR METRO RAIL CORPORATION LTD,

2<sup>nd</sup> Floor, Admin Building, Mansarovar metro train depot,

Bhrigu path, Mansarovar, Jaipur –302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) for \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works within 7 days of issue of the Engineer's 'order to commence' and to complete the whole of the Works comprised in the Contract up to 12 months calculated from the date of Commencement of the work, as indicated in the Appendix.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 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 Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any tender you may receive.
11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 20....

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**4.1.1 APPENDIX TO THE FORM OF TENDER**

S.N.	Condition of Contract	Description
i.	Amount of Bank Guarantee as Performance Security	5 percent of the Contract Price.
ii.	Minimum amount of Third Party Insurance	Rs.1.0 lakh for any one incident, with no. of incidents -10 in a year.
iii	Period for commencement of work from the date of issue of letter of acceptance	Within 7 days of issue of the Engineer's order to commence
iv	Contract Period from the date of commencement of work	2 years and extendable as per SCC
v.	Penalty for non completion of work or poor quality of work	As per Clause 2.6 of SCC
vi	The firm must maintain a "Zero Accidence Record".	In case of any major accident/ fatality a penalty of not exceeding 20% of total contract value will be levied.

Date \_\_\_\_\_ Name \_\_\_\_\_

Place \_\_\_\_\_ Address \_\_\_\_\_

## 4.2 FORM B FORM OF BANK GUARANTEE FOR TENDER SECURITY

4.2.1.1 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.

4.2.1.2 Whereas \_\_\_\_\_ (name of tenderer) (hereinafter called "the tenderer") has submitted its tender dated \_\_\_\_\_ TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT contract for \_\_\_\_\_ of Rail/Metro corridor of Jaipur MRTS project hereinafter called "**the tender**" and whereas the tenderer is required to furnish a bank guarantee for the sum of Rs. \_\_\_\_\_ (rupees \_\_\_\_\_) as tender security against the tenderer's offer as aforesaid.

And whereas \_\_\_\_\_ (name and address of the bank) have, at the request of the tenderer, agreed to give this guarantee as hereinafter contained.

4.2.1.3 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 Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- 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 Tenderer.
- c. That any account settled between the Employer and the Tenderer 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 tender submission.
- e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4.2.1.4 THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. If the Tenderer does not accept the correction of his tender price in terms of Clause 1.5.9of the "Instructions to Tenderers".
- c. If the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - i. Fails or refuses to furnish the Performance Security in accordance with Clause 1.6.4of the "Instructions to Tenderers" and/or
  - ii. Fails or refuses to enter into a Contract within the time limit specified in Clause 1.6.3of the "Instructions to Tenderers".

We undertake to pay to the Employer up to 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

Authorized Official

of the Bank

Signature of the witness

.....

Name of Official .....

Designation .....

I.D. No. ....

Name of the Witness

.....

Stamp/Seal

of the Bank .....

Address of the Witness

.....

**4.3 FORM C PRO FORMA FOR STATEMENT OF DEVIATIONS**

(Refer Clause 1.5.7)

4.3.1.1 The following are the particulars of deviations from the requirements of the Instructions to Tenderers”, “General Conditions of Contract” , “Special Conditions of Contract and Tender Specifications:

Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each Deviations

Signature of Tenderer

**Note**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating ‘**No Deviations**’.
2. The tenderer shall indicate price adjustment against each deviation, which he shall like to add to the tender price for withdrawing of his deviations if the same are unacceptable to the Employer.

#### 4.4 FORM D Format of Bank Guarantee for Performance Security

- 4.4.1.1 This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
- 4.4.1.2 Whereas Jaipur Metro Rail Corporation Limited has awarded the TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT of Rail /Metro Corridor of Jaipur MRTS Project (hereinafter called "the contract") to M/s. (Name of the Contractor) (hereinafter called "the Contractor").
- 4.4.1.3 AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
- 4.4.1.4 Now we the Undersigned \_\_\_\_\_ (Name of the Bank)
- 4.4.1.5 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.
- 4.4.1.6 After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
- 4.4.1.7 This Guarantee is valid for a period of Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the Defect Liability Period).
- 4.4.1.8 At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 4.4.1.6, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the

Contractor

- 4.4.1.9 The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 4.4.1.10 The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 4.4.1.11 The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

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

#### 4.5 FORM E FORM OF AGREEMENT

(Refer Clause 1.6.3 of "Instructions to Tenderers")

4.5.1.1 This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20... Between EXECUTIVE DIRECTOR (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD, 2<sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train Depot, Jaipur- 302020 herein after called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. "F.4 (01) JMRC/O&S/RS/2016-17/NIB/001" Comprehensive Cleaning & TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT of Rail/Metro Corridor of Jaipur MRTS Project hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

4.5.1.3 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Technical Specification
- (e) Notice Inviting Tender and Scope of Work
- (f) Bill of Quantities
- (g) Form of Tender with Appendix
- (h) Addendums, if any
- (i) Other conditions agreed to and documented as listed below:
  - (i) Tenderer's Work Schedule as amended if required.
  - (ii) Statement of deviations (if applicable)
  - (iii) Any other item as applicable

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

4.5.1.5 The Employer hereby covenants to pay the Contractor in consideration of the execution and



completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs\_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

#### OBLIGATION OF THE CONTRACTOR

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

4.5.1.7 The staff/labour recruited by the Contractor for Comprehensive Cleaning TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT will be the sole responsibility of the Contractor and JMRC will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in JMRC.

#### 4 . JURISDICTION OF COURT

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

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

**For and on behalf of the Contractor**

**For and on behalf of the Employer**

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name:\_\_\_\_\_

Name:\_\_\_\_\_

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

#### 4.6 Form F Power of Attorney for Signing of Bid

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney")to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender no. JMRC/O&S/RS/2016-17/NIB/001 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all tenders, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE , .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF.....,20...

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

#### Notes:

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

#### 4.7 FORM T-I GENERAL INFORMATION AND JOINT VENTURE DATA

*Instruction to Bidders:*

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

1 Bidder Company details (in case of consortium, details of Lead Partner)

- (a) Name of Bidder Company:
- (b) Address of the corporate headquarters and its branch office(s), if any, in India:
- (c) Date of incorporation and/ or commencement of business:

2 Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

3 PAN Number (attach photocopy):

4 Service Tax Regtn. No (attach copy of the registration certificate):

5 VAT registration number (enclose VAT registration certificate):

6 PF and ESI compliance

- a. PF registration no.:
- b. ESI registration no.:
- c. Code no. as per ESI Act 1948.

7 Bank Account Details (for purpose of receiving payment from JMRC) :

- a. Name of the Account Holder:
- b. Name of the Bank:
- c. Branch Address:

- d. 9-digit MICR Code:
- e. Account type (SB, Current, Cash Credit A/c, etc.):
- 8 Valid ISO 9000 certificate enclosed  
(Yes/No)
- 9 Valid ISO 14001 certificate enclosed  
(Yes/No)
- 10 Valid OHSAS 18001 certificate enclosed  
(Yes/No)
- 11 In the case of a consortium:
  - a. Names of participating members / constituents
    - (a)
    - (b)
    - (c)
  - b. Address, telephone, Tele-fax and email of each members / constituent.

Registered Office	Office for correspondence
(a) _____	_____
(b) _____	_____
(c) _____	_____
  - c. 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).
  - d. Date and place of joint Venture/ Consortium Agreement.
  - e. Names and Addresses of Bankers to the Joint Venture/ Consortium
  - f. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.
  - g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

## 4.8

2. Details of experience in similar works for last five years.

Sl. No.	Date of start of work	Date of completion of work (including time extension	Period of work execution / ATC)	Details of work handled (5)	Total Cost of work in Rs. (6)	Manpower Engaged (7)	Remark (8)
(1)	(2)	(3)	(4)				

Notes:

- I. Details shall be submitted as per above Performa.
- 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 of the work Completion certificates issued by
  - a. An officer not below the rank of Executive Engineer or equivalent in case of work done for a Central/State Govt. Department and corresponding PSU's.
  - b. A chartered accountant under his seal and signature in case of work done for private entities.
- III. Additional pages may be attached if required. All the pages must be signed by the authorized signatory of the tenderer.

**4.9 FORM T-III RESOURCES PROPOSED FOR THE WORK – PERSONNEL (TENDER FOR HOUSEKEEPING SERVICES AT ADMINISTRATION BUILDING IN MANSAROVAR DEPOT)**

(Refer Clause 1.4.1.2)

Sr. No.	Designation	Min. No. of Personnel required In Tender for housekeeping services at Administration Building in Mansarovar Depot	Educational Qualification		Relevant Years of Experience in cleaning & Housekeeping	
			Minimum Education Qualification Required	Proposed	Minimum Experience Required (Yrs)	Proposed
1	Managers	01	Graduate		1	
2	Supervisors (skilled)	02	12th pass		1	
3	Cleaning staff	10	Semi-skilled		0	

Note:

- No Deviation in the Deployment of min. no. of personnel for Cleaning and Housekeeping shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.
- In order to achieve a very high standard of cleaning & Housekeeping, if required, more no. of personnel than the min. no. of personnel as mentioned above can be deployed. However, the Deployment of personnel shall never be less than the min. no. of personnel to be deployed as mentioned above.
- The Min. no. of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the day as specified in this Tender.
- Any Personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the statutory norms or rules etc. as applicable.
- The CVs of the Managers are to be submitted along with the Tender. All CVs are to be signed by the proposed personnel and shall be verified by the Tenderer.

**4.10 FORM T-IV RESOURCES PROPOSED FOR THE WORKS - MACHINERY & EQUIPMENT**  
**(Tender for housekeeping services at Admin Building in Manasarovar Depot)**

(Refer Cause 1.4.1.2)

- (a) Tenderer may list out the requirements of different types of Machinery and Equipment for completion of the work up to 12 months and furnish details relating to them in the Performa given below.
- (b) If the number of units available of any particular type of equipment is less than the requirement, the tenderer should indicate how he proposes to meet the shortfall.

S. No.	Type of Equipment required for the work	Make/ Model	Min. Equipment required for the work	Details of equipment proposed by tenderer			Remarks if any
				Quantity	Make	Model	Whether contractor is having the capacity to keep the equipment in good fettle. If yes, give details of the maintenance system i.e. In house or through External agencies.
1	High pressure cleaners		M/s. Johnson diversy, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	1			
2	Portable type Single Disc Mini Scrubber		M/s. Johnson diversy, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	2			
3	Glass cleaning tools with long handles		M/s. Johnson diversy, M/s. Karcher, M/s. Man Machine, M/s. Root, Eurakaforbs or similar.	2			
4	Aluminum ladders 4 feet		Reputed make	2			



5	Walk behind vacuum sweepers for shop floor & office		M/s. Johnson diversy, M/s. Karcher, M/s. Man Machine,M/s. Root, Eurakaforbs or similar.	1			
6	Two bucket trolley system		Reputed make	4			
7	Wet & Dry vacuum cleaner		M/s. Johnson diversy, M/s. Karcher, M/s. Man Machine,M/s. Root, Eurakaforbs or similar.	1			

**Note:**

1. The quantities shown above are the minimum required for the work. No Deviation from the minimum quantity as mentioned above shall be acceptable.
2. Contractor shall use machine of same make and model as specified in above table. However contractor can also propose and use the equivalent machine/higher model of make "Man Machine/Karcher/Johnson Diversy/Hako/Roots/Eureka Forbs/Flipper" only with approval of JMRC.

**4.11 FORM T-V FINANCIAL DATA**

**A. Total value of 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)
(1)	(2)	(3)	(4)	(5)
1.	Total value of work done			

**Note:**

**Attach the following:**

**(In case of consortium/ joint venture enclose the following documents of all partners)**

- i. Attested copies of the financial statements of the last three financial years, duly certified by Chartered Accountant.
- ii. Income Tax Return for last three years.

**B. 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 burst	<b>**Total value of balance works yet to be done</b> in Rupee equivalent as on 31/03/2016		
				Arbitration	Litigation		Year 2013-2014	Year 2014-2015	Year 2015-2016

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

4.11.2 This figure should also include the year-wise break-up of part value of works to be executed in the two years period (2013-2015) even if completion of such works spills over beyond this two years period (2013-2015).

**4.12 FORM T-VII INDOOR/OUT DOOR PLANTS PROPOSED FOR THE WORK AS PER THE LIST ENCLOSED**

(REFER CLAUSE 1.4.1.2)

The minimum no. of varieties to be shown in the proposal by the tenderer shall be as follows:

S. No.	Category	Min. No. of Varieties	Min. Nos. to be displayed at Admin Building
1	Indoor	8	
2	Outdoor (partial open/partial shade areas)	3	

**(A) Indoor Plants:**

SL. No.	Proposed Type of Indoor Plants	Proposed Nos. to be provided at ADMIN BUILDING
1		
2		
3		
4		
5		
8		
TOTAL		

**(B) Outdoor (partial open/partial shade areas):**

SL. No.	Proposed Type of outdoor Plants	Proposed Nos. to be provided at Admin Building
1		
2		
3		

	<b>TOTAL</b>	
--	--------------	--

**NOTE: Indoor/Outdoor plants shown in the list enclosed are only indicative. Successful Tenderer will have to submit a detailed list of Indoor/Outdoor plants for approval by the JMRC.**

#### **4.12.1 LIST OF INDOOR & OUTDOOR PLANTS**

##### **(A) INDOOR / INTERIOR DISPLAY PLANTS**

S.NO	SPECIFICATIONS	Proposed Quantity To Be Displayed At Admin Building
1.	Araucaria cookki / excelsa / heterophylla in 10" earthen pot, 2 ½ ' ht.	
2.	Araucaria cookki / excelsa / heterophylla in 10" earthen pot, 3 ½ ' ht.	
3.	Aglaonema variety parrot jungal, malay beauty, silver queen, psuedbracteatum, 3 in 1, in 10" earthen pot, 1 ½ ' ht. Compact, pot full growth.	
4.	Croton assorted varieties in 10" earthen pot 2'-2 ½ ' ht.	
5.	Dieffenbachia tropic snow, picta etc. in 10" earthen pot, 1 ½ '-2' ht., compact, pot full growth.	
6.	Dracaena song of India, 3 in 1 in 10" earthen pot, 1 ½ 'ht., compact, pot full grown.	
7.	Dracaena fragrans, mahatma in 10" earthen pot, 1 ½ ' ht., compact, pot full grown.	
8.	Kentia palm in 10" earthen pot 3-4 suckers, 3'-4' ht.	

##### **(B) OUTDOORS PLANTS (For Partial open/ partial shade areas)**

S.NO	SPECIFICATIONS	Proposed Quantity To Be Displayed At Admin Building
1.	Dracaena reflexa green in 8" earthen pot, compact, pot full grown	
2.	Fern, Assorted in 8" earthen pot, pot full grown	
3.	FicusBenjamina, nuda, cutationetc in 10" earthen pot 3' ht., well profuse branched	

**4.13 FORM T VIII INDEMNITY**

(To be filled by Contractor)

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

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 /Contractor

#### **4.14 FORM T-IX INDEMNITY**

(To be filled by contractor staff individually)

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

-----

Name of Indemnifier

-----

Signature of Indemnifier

-----

Name of Contractor

-----

Signature of Contractor

---

**FORM T-X**

**4.15 FORM T-X CURRICULUM VITAE**

Affix self-  
attested  
photograph

1. NAME: \_\_\_\_\_

2. FATHER NAME: \_\_\_\_\_

3. DATE OF BIRTH :

\_\_\_\_\_

4. PERMANENT ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. RESIDENTIAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. MARITAL STATUS : \_\_\_\_\_

7. EDUCATIONAL QUALIFICATION : \_\_\_\_\_

8. TECHNICAL QUALIFICATION : \_\_\_\_\_

9. EXPERIENCE : \_\_\_\_\_

\_\_\_\_\_

10. LANGUAGE KNOWN : \_\_\_\_\_



11. NATIONALITY : \_\_\_\_\_

12. CATEGORY : \_\_\_\_\_

DATE: .....

PLACE: .....

Thumb Impression

SIGNATURE

Designation of staff

.....

(To be filled by contractor)

Attested by authorized person:

(Seal & Signature of proprietor)

Phone/Mobile No: - .....

#### 4.15.1 FORM OF BANK DETAILS FOR E-PAYMENT

**Beneficiary name** :

**Beneficiary Address** :

Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	

**Bank Details:**

Bank Name:	
Branch Name and address :	
Beneficiary A/C No.	Beneficiary A/C Type ( Saving/Current):
Beneficiary A/c Name:	
Nine - Digit branch MICR Code:	
IFSC Code of the branch:	

Stamp & Signature of Authorized Signatory

**4.16 Annexure- A OBLIGATION / COMPLIANCE TO BE INSURED BY CONTRACTOR**

S. No.	Items	Compliance of Contractor (To be filled by Contractor)	
		YES	NO
1	License for employing contract labour		
2	Compliance of Minimum wages Act by Payment of wage on 7 <sup>th</sup> of every month in the presence of nominated representative of employer or Bank Payment.		
3	Compliance of provisions of ESI, PF and Workmen compensation Act		
4	To ensure treatment in case of accident / injuries suffered in performance of work including wages and compensation under WC Act.		
5	Send Accident report to Regional Labour Commissioner (RLC).		
6	Observance of working hours, weekly rest and overtime payment as per section 28 of BOCW Act.		

**Note: Filling 'NO' in any of the above items by contractor will leads to non eligibility for contractor in further tendering process.**

Signature with Seal of Contractor/Proprietor

Engineer-in-charge/ consultant for the contract

#### 4.17 Annexure B: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

##### Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

#### **4.18 Annexure C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

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

JAIPUR METRO RAIL CORPORATION, JAIPUR.

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

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

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

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

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

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

##### **(4) Appeal not to be in certain cases**

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

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

##### **(4) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(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.

**4.19 ANNEXURE D: CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

Sl. No	Document	No. of sets to be submitted	Attached at Page No. (To be filled by Contractor)
	TENDER PACKAGE COMPRISING OF:		
1	Obligation / Compliance to be insured by Contractor (Annexure-"A" 4.16 )	One in Original	
2	Tender security (Form B clause 4.2) submitted	One in Original	Copy enclosed (Yes / NO)
3	Power of attorney for individuals signing on behalf of Company/Firm	One in Original	
4	Audited Balance sheets with Profit & Loss accounts for last three years	Attested copy	
5	Income Tax Return for last three years.	Attested copy	
6	Service Tax/ sale tax registration and clearance certificate	Attested copy	
7	PF registration Certificate	Attested copy	
8	ESI registration certificate	Attested copy	
9	Tender documents (i.e. NIT, ITT, SCC, Technical Specification, GCC, BOQ)	One in Original	
10	Statement of deviations from Tender Documents (Form C)	One in Original	
11	General information on the tenderer shall be furnished in Form T-I	One in Original	
12	Resources proposed for the work- Personnel with qualification and professional experience of each key staff member (Form T-III)	One in Original	
13	Resources proposed for the work-Machinery & Equipment (Form T-IV).	One in Original	
14	Financial Data (Form T-V)	One in Original	
15	Form of Tender and Appendix thereof (Form A)	One in Original	
16	Indoor /Outdoor plants proposed for the works	One in Original	
17	Indemnity by contractor (Form T-VIII)	One in Original	
18	Curriculum Vitae (CV) of deployed Team leader and Manager (Form T-X)	Original	
19	ISO9000, ISO14001 and OHSAS 18001 certificate	Attested copy	




**5 ANNEXURE E: FINANCIAL BID (BILL OF QUANTITIES)**

The following format is to be filled and submitted online by the tenderer.

**IMPORTANT:** The tables as reproduced below are for reference only and the same are not to be submitted in hard form.

**5.1.1 Format of Bill of Quantities**

Providing Housekeeping services at Administration Building in Mansarovar Depot as explained in technical Specifications and scope of work of this tender for the following buildings. **(to be filled online only)**

1	Tender Inviting Authority : GENERAL MANAGER (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD.					 <b>VALIDATE</b>	
2	Nature of Work: Tender for housekeeping services at Administration building in Mansarovar depot						
3	Contract No: JMRC/O&S/RS/2016-17/NIB/001					 <b>PRINT</b>	
4	Bidder Name :					 <b>HELP</b>	
<p><b>SCHEDULE OF WORKS</b></p> <p>(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p><b>PRICE SCHEDULE</b></p> <p>1. Before filling the rates, tenderers are advised to refer to the Schedule of Rates as given at Clause 3.7 of Bid Document which prescribes the weightages for various sub-activities. Payments will be made on percentage basis of activity wise break up as mentioned in SCHEDULE OF RATES &amp; ACTIVITIES (Activity wise break up) of Clause 3.7 of Bid Document.</p> <p>2. Before bidding, the tenderers are also advised to refer to the Machinery and Consumable requirement as given at Clause 3.8 of Bid Document for the purpose of estimating their costs.</p> <p>3. Tenderer shall quote the rate inclusive of all i.e. labour, material, transportation, taxes etc.</p> <p>4. The quantity of work and availability of site may vary as per site requirement during contract period.</p> <p>5. The payment will be made on actual basis for the units maintained and for the period of maintenance.</p> <p>6. All amounts are to be filled in Indian Rupees.</p> <p>7. If the cost of any item is observed to be unjustified, the tender may be rejected. For example, Tenderer shall take into account compliance of Minimum Wages, PF, ESI etc., and if quoted rates are determined to be non-complying with the same, the tender will be summarily rejected.</p> <p>8. The payment will be made on actual basis for the units maintained and for the period of maintenance.</p>							
5	Sl. No.	Description of work	No. or Qty.	Unit	RATE (including all taxes) In Figures To be entered by the Bidder		TOTAL AMOUNT
6					Rs. P		Rs. P
7					Figures	Words	
8	1.00	Schedule of Cleaning and Housekeeping items of ASS, DG Set, Chiller Plant and Wing-A (Two Wheeler Parking Area)	104.000	Every three day (two times in a week)		Rupees only	0.00
9	2.00	Schedule of Cleaning and Housekeeping items of Admin Building Wing A (Canteen wash room & Toilet), Wing-B (Except Auditorium) and Wing-C complete	365.000	every day		Rupees only	0.00
10	Total in Figures			0.00			
	Total in Words			Rupees only			