



JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LIMITED

Directorate of Operations & Systems

Director (Operations & Systems), JMRC, 2nd Floor, Admin Building, Depot of Jaipur  
Metro, Bhrigu Path, Mansarovar, Jaipur-302020,  
Tel.No.07728895890,426; E-mail- jmrcciviloffice215@gmail.com

Dated: 26/02/19

F. No.: 103(B) /JMRC/O&S/Civil/2018-19 /5404

To,

M/s CENLUB INDUSTRIES LIMITED,  
(Machine Lub. Division)  
Plot No-233-234, Sector-58, Ballabgarh, Faridabad-121004, Haryana, India.  
Tel: 8826794470  
Email-cenlub@cenlub.in

**Subject: Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.**

Sealed bid is invited for CAMC of **Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.** as per Bid document attached herewith. The rates shall be quoted in BOQ provided in the bid document. Signed, stamped and sealed offer should reach at the Office of General Manager (Civil), Room no. 309, 3rd Floor, Admin Building, Depot of Jaipur Metro, Bhrigu Path, Mansarovar Jaipur-302020. 08-03-2019 at 11:00 Hours positively. Offer received after due date and time will not be entertained. Bid will be opened on 08-03-2019 at 11:00 hrs.

**General Manager (Civil)**  
**JAIPUR METRO RAIL CORPORATION LTD.**

Encl: - 1. Bid document.

Signature & Stamp of Bidder

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Authorized Signatory, JMRC



JAIPUR METRO

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## Directorate of Operations & Systems

Director (Operations & Systems), JMRC, 2nd Floor, Admin Building, Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur-302020,  
Tel.No.09571738111,07728895426; E-mail- jmrcciviloffice215@gmail.com

### 1 NOTICE INVITING BID (NIB)

**NIB No.31/JMRC/O&S/Civil/CAMC-P.Way/2018-19**

Jaipur Metro Rail Corporation (JMRC) Ltd. invites bid as detailed below:

#### KEY DETAILS

<b>a)</b>	Name of Work	<b>Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.</b>
<b>b)</b>	UBN No.	
<b>c)</b>	Approximate Estimated cost of CAMC (including GST)	Rs.13,64,195.00/-
<b>d)</b>	Bid Security Amount	NIL
<b>e)</b>	Cost of Bid Form	NIL
<b>f)</b>	Bid document availability period	From: Date 26-02-2019 at 17:00 Hrs To Date 08-03-2019 at 11:00 Hrs
<b>g)</b>	Last Date for submission of Bid	Date 08-03-2019 at 11:00 Hrs
<b>h)</b>	Time & Date of Opening of Bid	Date 08-03-2019 at 11:00 Hrs
<b>i)</b>	Venue of Physical Submission and Opening of Bid	GM (Civil), Room no. 309, 3rd Floor, Admin Building, Depot of Jaipur Metro Bhrigu Path, Mansarovar, Jaipur – 302020
<b>j)</b>	Websites for downloading Bid Document and subsequent clarification/ modification,ifany	<a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
<b>k)</b>	Validity of Bid	90 days from the last date of submission of bid.
<b>l)</b>	Contract Period	365 days from the date mentioned in LOA/Commencement letter.
<b>m)</b>	Performance Security	5 % of the total contract price as per SCC.
<b>n)</b>	Commencement of Work at Site of JMRC	Within 10 days from the date of issue of LOA or as per the directions contained in the LOA/NTP.

Note: The contract is governed by RTPP Act 2012 and RTPP Rules 2013 which are available at <http://transport.rajasthan.gov.in/jmrc> and [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).

General Manager (Civil), JMRC  
3rd Floor, Admin Building, Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur.  
Tel: 09571738111,07728895426, Email: jmrcciviloffice215@gmail.com



## 2.0 Instructions to Bidder (ITB)

### 2.1 OBJECTIVE OF THE BID

Through this Bid, JMRC seeks bid for **Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.** from Original Equipment Manufacturer (OEM) M/s CENLUB INDUSTRIES LIMITED.

### 2.2 INTRODUCTION

Sealed bid is invited for the **NIB No.31/JMRC/O&S/Civil/CAMC-P.Way/2018-19** towards **Single Source Procurement for Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.** by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer' in accordance with this Bid Package. The Bid Document consists of the following:

- (i) Notice Inviting Bid (NIB)
- (ii) Instructions To Bidders (ITB)
- (iii) Special Conditions of Contract (SCC)
- (iv) Technical Specifications and Scope of work
- (v) Tender Opening And Evaluation
- (vi) Payment
- (vii) Penalty
- (viii) Grievance redressal during Bidding and CAMC period
- (ix) Financial Bid - Bill of Quantities

**Note: -**

- (a) The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in)
- (b) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. All the information, intimation and updates regarding this bid shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- (c) If the date of opening is declared holiday, then Bid will be opened on next working day.
- (d) Approved GCC is applicable and available on the JMRC website. Successful bidder shall sign the complete GCC and submit to the JMRC.

### 2.3 SUBMISSION OF BID

The proposal duly filled & signed and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as **"CONFIDENTIAL"** and **single source bid for Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.** and addressed to:

GM (Civil), JMRC

Room no. 309, 3rd Floor, Admin Building,

Depot of Jaipur Metro, Bhriugu Path, Mansarovar, Jaipur – 302020

Tel: 07728895890,426, Email: [jmrcciviloffice215@gmail.com](mailto:jmrcciviloffice215@gmail.com)



### 3. Special Conditions of Contract (SCC):-

- (i) Bidder should have valid GST registration number and required to enclose copy of registration. The Registration Number of the firm along with GST No. and PAN, allotted by the Government of India and State Government should be enclosed with the bid.
- (ii) **Performance Security:**  
The amount of performance security @ five percent of the bill amount shall be deducted from firm's Running bills as no fixed contract amount is workable in advance due to requirement of actual usage of consumables and spares out of quantities of items mentioned in the BOQ. This performance security shall be refunded on completion of warranty period.
- (iii) The contract period of CAMC is 365 Days from the date of commencement of work as mentioned in Work Order/LOA. This CAMC may be extended up to further 03 months on mutual consent of employer and contractor at the same terms and conditions of contract.
- (iv) Bid name and Bid no. should be mentioned on the sealed offer.
- (v) Inspection Authority: Nominated JMRC Representative.
- (vi) Consignee: Manager (Civil-Track)/JMRC, Jaipur-Rajasthan.
- (vii) Validity of offer:-Bidder is required to keep their offer valid for 90 days from the date of bid opening.
- (viii) The offer shall be unconditional and duly signed by the authorized signatory of the firm/agency. The conditional offer may be rejected.
- (ix) The JMRC reserves the right to accept or reject any or all offers without assigning any reasons.
- (x) Vendors are requested to quote their most competitive rate in schedule of items of Bill of Quantities (BOQ).
- (xi) The rates quoted shall be FOR JMRC, inclusive of all expenses i.e. all taxes (Including GST and other charges for JMRC).
- (xii) The validity of the offer should be 90 days from the last date of the submission.
- (xiii) Before quoting the rate, contractor may visit the site to judge the site requirements. Clarification, if any, shall be obtained in writing from the tender inviting authority before submission of the bid.
- (xiv) Incomplete and unsigned bid are liable to be rejected.
- (xv) At the end of the period of CAMC, all machines/equipment under CAMC will be handed over as Functional machine/equipment.
- (xvi) If the bidder fails to undertake the job satisfactorily at any period of time and withdraws his services. JMRC has every right to cancel the contract and confiscated the Performance Guarantee.
- (xvii) The Bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed bid form, Authorized dealership/Sale and Service/ Repair/CAMC provider Certificate of M/s CENLUB INDUSTRIES LIMITED.
- (xviii) No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bid. Postal delay or loss of bid in transit will not be the responsibility of Jaipur metro rail corporation.
- (xix) The offer is to be addressed to General Manager (Civil), JMRC, 3rd Floor, Admin Building, Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur- 302020.
- (xx) Released Spares/other items, if any, shall be property of JMRC.
- (xxi) Spares parts used during corrective/breakdown maintenance shall have minimum warranty of 12 months.
- (xxii) Tentative requirement of spares and consumables have already been included in Bill of Quantity.



- (xxiii) All Tools and Plants will be provided by Contractor and those will not be in scope of JMRC.
- (xxiv) Root cause analysis for the major and repeated failure taking place in the machines/system shall be done by M/s CENLUB INDUSTRIES LIMITED and shall submit a report giving proper analysis of the fault /defects.
- (xxv) Any modification in the machines on the basis of above analysis shall be done with prior approval of competent authority of JMRC.
- (xxvi) Sufficient man power will be arranged by contractor, if required, in case of major breakdown.

**4. Scope of work**

- (i) Contractor has to keep the spare items as per Schedule Part-A (NBSR Items) of BOQ at their store in the premises of JMRC during the CAMC period. The items in spare should be kept in good and ready to use condition at contractor’s own cost. The work is to be executed as per the BOQ specifications and conditions.
- (ii) 01 Technical Person for regular daily inspection of Grease Applicator Machines is to be deputed by the contractor as per the Schedule Part-B (NBSR Items) of the BOQ. The technical person shall check the activities and functions of all the 20 Nos. of Grease Applicator Machines daily, weekly & monthly and report the any unusual activity of functions as remarks to JMRC in specified inspection formats as below. The inspections shall be conducted as per the available permit to works (PTW) on main line track as per the directions of JMRC.

<u>Daily Inspection of Electronic Rail Greasing Machine</u>				
Machine No/Identity:_____			Date:-	
Curve No	Sensor Reading	Condition of Bracket, Nut, Bolt and strip with Gasket	Check for ejection of grease from applicator	Remarks
Sign of Technical Staff (M/s Cenlub Industries Limited)			Sign of JMRC’s representative	



Weekly Inspection of Electronic Rail Greasing Machine			
Machine No/Identity:_____		Date:-	
Curve No	Check whether machine operates for 01 minute for grease ejection.	Check Pumping of Grease from pump to applicator	Remarks
Sign of Technical Staff (M/s Cenlub Industries Limited)			Sign of JMRC's representative

Monthly Inspection of Electronic Rail Greasing Machine				
Machine No/Identity:_____			Date:-	
Curve No	Check Grease in Reservoir	Cleaning of Machine	Cutting of Extra Grease on Rail	Remarks
Sign of Technical Staff (M/s Cenlub Industries Limited)			Sign of JMRC's representative	

- (iii) During the inspections of technical staff deputed by contractor some activities such as (i) Scrapping of grease in excess on rails (every 15<sup>th</sup> day of month or as per requirement) (ii) Grease filling in the applicator machines (every 15<sup>th</sup> day of month or as per requirement) (iii) Setting of ejectors and tightening of fittings (iii) Check of supply pipe to machines etc are to be checked and ensured for proper working of the machines.
- (iv) 01 Senior Engineer for the monthly inspection of all the 20 Nos. of Grease Applicator Machines installed on mainline track of JMRC Phase-1A (Mansarovar to Chandpole metro Station) of JMRC is to be deputed by the contractor. The certificate for proper functioning and good condition of all 20 Nos. of machines shall be submitted by the inspecting person on company's letter head every month in the format as below.  
***"The all 20 Nos of Grease Applicator Machines installed on JMRC Phase-1A from Mansarovar to Chandpole metro stations are functioning properly and are in good condition for use of JMRC."***
- (v) The overhauling of the all 20 Nos. of grease applicator machines is to be conducted by the Authorized Senior Engineer deputed by the contractor in every 06 Months. The complete report of the overhauling of 20 Machines and details such as checks performed/parts replaced and specific observations is to be submitted by the inspecting person to JMRC.



#### **5.0 BREAKDOWN MAINTENANCE AND WARRANTY**

1. M/s CENLUB INDUSTRIES LIMITED shall depute their service engineer to attend the breakdown calls of JMRC through E-Mail and Phone Call/Text Message as and when required. Your service engineer/team will attend the breakdown at the earliest and shall replace the defective parts/ component, if required and it should be certified by the JMRC Personnel available at the site of the work. The release parts, being the property of the JMRC, shall be returned to JMRC. The activity is to be carried out by the contractor at its own cost only.
2. The item is warranted against any manufacturing or workmanship defect for a period of six months from the date of commissioning or 12 months from the date of receipt whichever is earlier. Spare parts supplied for carrying out Corrective/preventive maintenance shall be having minimum warranty of 12 months.

#### **6.0 TENDER OPENING AND EVALUATION**

The bid envelopes shall be opened by the Bid Opening Committee of JMRC on 08-03-2019 at 11:00 hrs in the presence of bidders' representatives, who choose to attend the same.

#### **7.0 PAYMENT**

- (i) No payment in advance shall be considered.
- (ii) Payment against preventive maintenance will be made on quarterly basis after satisfactory service report by the JMRC nominated staff.

#### **8.0. PENALTY**

M/s CENLUB INDUSTRIES LIMITED shall depute their service engineers on as per the frequency of inspections provided in the BOQ Schedule Part-B (NBSR Items) and mentioned in Clause 4.0 (ii) of "Scope of Work" for preventive maintenance. If it is not followed by the contractor repeatedly for 2<sup>nd</sup> time in a month then a penalty of Rs. 500/- per absent day shall be charged by JMRC for that month. If it is delayed further a penalty@ Rs. 1000 per day shall be deducted from their bill.

#### **9.0 ANNEXURES**

Annexure A1: Compliance with the Code of Integrity and No Conflict of Interest  
Annexure B1: Declaration by the Bidder regarding Qualifications  
Annexure C1: Grievance Redressal during Procurement Process  
Annexure D: CERTIFICATE/UNDERTAKING (On Bidder's/Firm's Letter Head)  
Annexure E: CERTIFICATE BY CONTRACTOR

#### **10.0 FORMS**

FORM A:- FORM OF BID  
FORM B:- PROFORMA FOR STATEMENT OF DEVIATIONS  
FORM C:- FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK  
Form D:- FORM OF AGREEMENT  
FORM E:- BANK DETAILS FOR E-PAYMENT  
FORM F:- POWER OF ATTORNEY FOR SIGNING THE BID  
FORM-G:- INDEMNITY



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

Any person participating in a procurement process shall -

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

**Conflict of Interest:-**

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

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





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

**Declaration by the Bidder**

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:



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

The designation and address of the First Appellate Authority is MD, JMRC, Jaipur.

The designation and address of the Second Appellate Authority is Finance Deptt. Govt. of Rajasthan, Secretariat, 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.



**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

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

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

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



FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ..... of .....

Before the ..... (First / Second Appellate Authority)

- 1. Particulars of appellant: (i) Name of the appellant (ii) Official address, if any: (iii) Residential address:
2. Name and address of the respondent (i) (ii) (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal: ..... (Supported by an affidavit).
7. Prayer:..... Place.....

Date

Appellant's Signature



**Annexure - D**

**CERTIFICATE/UNDERTAKING**

(As per RTPP Act-2012; Section-07 (2) ((a) to (e))

**(On Bidder's/Firm's Letter Head)**

1. We certify that our organization:-
  - (a) possess the necessary professional, technical, financial and managerial resources and competence required as per the bidding documents, pre-qualification documents or bidder registration documents, as the case may be, issued by the procuring entity;
  - (b) have fulfilled his obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority as may be specified in the bidding documents, pre-qualification documents or bidder registration documents;
  - (c) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
  - (d) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
  - (e) not have a conflict of interest as may be prescribed and specified in the pre-qualification documents, bidder registration documents or bidding documents, which materially affects fair competition.
2. We undertake that we shall open our office in Jaipur before issue of LOA/NTP.

Date

Signature

Place

Name

Designation

Seal of Authorized Signatory

Signature of Authorized Signatory with Seal



JAIPUR METRO

**JAIPUR METRO RAIL CORPORATION LIMITED**

**Directorate of Operations & Systems**

Director (Operations & Systems), JMRC, 2nd Floor, Admin Building, Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur-302020, Tel.No.09571738111,07728895426; E-mail- jmrcciviloffice215@gmail.com

**Annexure – ‘E’**

Name of Work:- `Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A. \_

NIB No. \_\_\_\_\_

Dated: \_\_\_\_\_

Agreement No.:- \_\_\_\_\_

**ON ACCOUNT OF WORK EXECUTED FOR \_\_\_\_\_ BILL  
CERTIFICATE BY CONTRACTOR**

1. In compliance of latest provision of the Minimum Wages Act, 1948 and rules made there under in respect of any employee engaged by us, I/We declare that laborer engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labor/laborers the corporation is entitled to recover the same from any money due to or occurring to the contractor in consideration payment to such laborer.
2. Certified that all valid insurance policies as per GCC Clause are available.
3. Certified that EPF, Payment of Wages Act, 1948, Workman Compensation Act-1923, contract Labor Act-1938 and Factories Act-1948 have been given compliance.
4. Certified that we accept the measurement recorded at site as per Measurement Sheets \_MB No-\_\_\_\_\_ at Page No-\_\_\_\_\_ enclosed are correct and final under the work order and shall have no claim whatsoever later against the work done so far.

Name of Contractor \_\_\_\_\_

Full Postal Address: \_\_\_\_\_

Date: \_\_\_\_\_

Place: JAIPUR

SIGNATURE & STAMP OF THE CONTRACTOR



**FORM OF BID**

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

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

Name of Work:- As in the NIB clause No. 1.0 (a)

To

General Manager (Civil), JMRC

3rd Floor, Admin Building, Depot of Jaipur Metro, Bhriгу Path, Mansarovar, Jaipur.

Tel: 07728895890,426, Email: jmrcciviloffice215@gmail.com

1. Having visited the site and examined the General Conditions of Contract as well as terms and conditions of bid document, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum as mentioned in the BOQ for .....or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within as per Letter of Acceptance to complete the whole of the Works comprised in the Contract.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.



- 8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.
- 9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
- 10. We understand that you are not bound to accept the lowest or any bid you may receive.
- 11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2019

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....





JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LIMITED

## Directorate of Operations & Systems

Director (Operations & Systems), JMRC, 2nd Floor, Admin Building, Depot of Jaipur Metro, Bhriku Path, Mansarovar, Jaipur-302020,  
Tel.No.09571738111,07728895426; E-mail- jmrcciviloffice215@gmail.com

FORM A  
PAGE 3 OF 3

### (APPENDIX TO FORM OF BID)

S.No	Details	Clause No.	Condition of Contract
I	Amount of Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price
II	Minimum amount of Third Party Insurance	15.3 of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no of incidents unlimited.
III	Period for commencement of work from the date of issue of work orders	1.0 (m) of Notice Inviting Bid	As per the directions contained in LOA/NTP.
IV	Contract Period from the date of commencement of work	1.0 (l) of Notice Inviting Bid	365 Days
V	Penalty for Non completion of work or poor quality or work as decided by the engineer.		Applicable Clauses of General Conditions of Contract (GCC) and Bid Document.
VI	Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work		Shall be levied as worked out by the JMRC. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable.

Signature of authorized

Signatory on behalf of Bidder

Date .....

Name

.....

Place .....

Address .....



PROFORMA FOR STATEMENT OF DEVIATIONS

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

S.No.	Clause (Specify Clause of Bid Document & GCC also)	Deviations	Remarks (Including Justification)	Price adjustment for the withdrawal of each deviations

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

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

Signature & Stamp of Bidder

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



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

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Jaipur Metro Rail Corporation limited has awarded the contract for **“Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.”** of JAIPUR METRO RAIL CORPORATION at Jaipur. Contract for -----Rail Corridor of Jaipur Metro Rail Corporation (hereinafter called “the contract”) to M/s (Name of the Bidder) (hereinafter called “the Bidder”).
3. AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Bidder has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer without assigning any reason. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 60 Days beyond the completion of all contractual obligations.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Bidder.



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

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2019 being herewith duly authorized.

For and on behalf of  
the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name : .....

Designation : .....

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

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

Signed, sealed and delivered  
for and on behalf of the Bank  
by the above named \_\_\_\_\_

In the presence of :

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....

Address .....



**FORM OF AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 Between Jaipur Metro Rail Corporation Limited, Metro Khanij Bhavan C- Scheme Jaipur-302005 hereinafter called “the Employer” of the one part and \_\_\_\_\_ (Name and Address of Bidder) \_\_\_\_\_ hereinafter called “the Bidder” of the other part.

Whereas the Employer is desirous that (\*\*\*) certain Goods and Services should be provided and) certain Works should be executed, viz “**Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.**” of JAIPUR METRO RAIL CORPORATION at Jaipur, hereinafter called “the Works” and has accepted a Bid by the Bidder for the execution and completion of such works (\*\*\*) as well as guarantee of such works) and the remedying of defects therein.

This agreement is signed between Mr. \_\_\_\_\_ (for and on behalf of the employer) and Mr. \_\_\_\_\_ (for and on behalf of the contractor)

NOW THIS AGREEMENT WITNESS as follows:

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



5. OBLIGATION OF THE BIDDER

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

The staff/labour recruited by the Bidder for “Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.” of JAIPUR METRO RAIL CORPORATION at Jaipur will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Bidder

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said \_\_\_\_\_ Name \_\_\_\_\_ on behalf of the Bidder in the presence of: Witness \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

By the said \_\_\_\_\_ Name \_\_\_\_\_ on behalf of the Employer in the presence of: Witness \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

Note :

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



JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LIMITED

## Directorate of Operations & Systems

Director (Operations & Systems), JMRC, 2nd Floor, Admin Building, Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur-302020,  
Tel.No.09571738111,07728895426; E-mail- jmrcciviloffice215@gmail.com

FORM E  
PAGE 1 OF 1

### **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:	



**POWER OF ATTORNEY FOR SIGNING THE 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 NIB No.31/JMRC/O&S/Civil/CAMC-P.Way/2018-19 for work "**Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.**" for qualification and submission of our Bid for the works, including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done us. IN WITNESS WHEREOF WE , .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF.....,2019.

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 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.





**INDEMNITY**

**(To be filled by Bidder)**

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

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

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder



JAIPUR METRO

**JAIPUR METRO RAIL CORPORATION LIMITED**

**Directorate of Operations & Systems**

Director (Operations & Systems), JMRC, 2nd Floor, Admin Building, Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur-302020, Tel.No.09571738111,07728895426; E-mail- jmrcciviloffice215@gmail.com

FORM-H  
Page 2 of 2

**INDEMNITY**

**(To be filled by Bidder staff individually)**

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

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....

NAME OF BIDDER

.....

SIGNATURE OF BIDDER



JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LIMITED

## Directorate of Operations & Systems

Director (Operations & Systems), JMRC, 2nd Floor, Admin Building, Depot of Jaipur Metro, Bhriгу Path, Mansarovar, Jaipur-302020, Tel.No.09571738111,07728895426; E-mail- jmrcciviloffice215@gmail.com

### 9. FINANCIAL BID: -

#### **BILL OF QUANTITY (BOQ)**

Name of Work:- Comprehensive Annual Maintenance including supply of spare parts under rate contract for Electronic Rail Greasing Machines (20 Nos.) installed at curves on track of JMRC Phase-1A.						
<b>PART-A: Non-BSR-Items; Spare Items Required as and when required for Maintenance for 01 Year.</b>						
SN	Work Item/Description (Non BSR Items)	Unit	Qty	Rate	Amount	Warranty (In Months)
1	Electronic Motor 0.5 HP Single Phase 1440 RPM 220V	Nos	1			12
2	Gear Box; Shanti Gear SA-200, Ratio 70:1	Nos	1			12
3	Plungers 75mm dia MOC EN 24, Discharge 0.05-0.25CC/Stroke/Pump Element	Nos	10			18
4	Coupling L-075	Nos	5			12
5	Electronic Controller	Nos	1			NIL
6	Electronic Sensor for Bogie Wheel	Nos	1			12
7	Rubber Hose (1/4") (Wire Brided) 04 meters	Nos	20			12
8	Applicator (with Fitting)	Nos	10			18
9	Bracket for applicator	Nos	10			12
10	Bracket for sensor	Nos	2			NIL
11	Grease Balmerol	Kg	360			NIL
				<b>Total (Rs.P)</b>		
				<b>Taxes _____% (Rs.P)</b>		
				<b>Total Cost for Part-A, NBSR Items (Rs.P)</b>		
<p><b>1. The spare items are required tentatively for 01 year as above for JMRC. The parts shall be kept at stores of agency for JMRC at its own cost by agency. The required actual quantity shall be ordered to agency by JMRC for supply during the maintenance period of grease applicator machines. (20 Nos)</b></p> <p><b>2. The spare parts shall be replaced with defective parts of the machines by contractor labour, tools and plants within the warranty period at its own cost. Nothing shall be paid extra by JMRC to contractor if the replacement is required to be done within warranty period of parts replaced by contractor as above.</b></p>						
<b>PART-B: Non-BSR-Item; Hiring of technical person of M/s Cenlub Industries Ltd. for 01 Year.</b>						
12	Hiring of technical person of M/s Cenlub Industries Ltd. for 01 Year for inspections, repair, replacement of defective parts with new parts of installed machines (20 Nos) on JMRC Ph-1A. (i) Technical Person for regular daily visits.	Per Month	12			
	(ii) Sr.Engineer for monthly visits.	Per Month	12			
				<b>Total (Rs.P)</b>		
				<b>Taxes _____% (Rs.P)</b>		
				<b>Total Cost for Part-B, NBSR Items</b>		
				<b>Net Total Cost of Part-A and Part-B (NBSR Items) (Rs.P)</b>		
				<b>Net total cost of work in words:-</b>		

Bidder's GST No.....