

JAIPUR METRO RAIL CORPORATION LTD.

NIB No.:29/NIB/JMRC/O&S/Civil/Work-CCW/2018-19

Dated:-07-02-2019

**“Addition Alteration and Modification Work in Admin Building
and Canteen Building for Shifting Of Offices Of JMRC from
Udhyog Bhawan C- Scheme to Mansarovar Depot Of Jaipur
Metro Phase- 1 A (Civil and Sanitary Work)”**

OPEN E-BID WORKS CONTRACT TWO PART BID DOCUMENT



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

Room No-309, 3rd Floor, Admin Building, Depot of Jaipur Metro,
Bhrigu Path, Mansarovar, Jaipur-302020.

Website: transport.rajasthan.gov.in/jmrc

Email: gmcivil@jaipurmetrorail.in

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JAIPUR METRO RAIL CORPORATION LIMITED
General Manager (Civil)
(Directorate of Operations & Systems)

Room No. 309, 3rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020
Tel. No. 07728895890, 426 (Civil), E-mail-gmcivil@jaipurmetrorail.in

NIB No.:29/NIB/JMRC/O&S/Civil/Work-CCW/2018-19

Date: 07-02-2019

General:-

- (i) **Jaipur Metro Rail Corporation** invites from interested and eligible agencies for “Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)”. This bid is invited under RTPPR Act-2012, and Rules, 2013.
- (ii) The complete bid document can be downloaded from the state e-procurement website <https://eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation’s website transport.rajasthan.gov.in/jmrc and state procurement portal i.e., <http://sppp.rajasthan.gov.in>.
- (iii) Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used by the bidder to digitally sign the bids before its online submission on E-Proc Portal. However, each page of the bid must be stamped and signed by the authorized signatory of the bidder firm as token of acceptance of the Bid Conditions.

1.0 NOTICE INVITING BID (NIB) FOR OPEN ONLINE BID

(a)	Name & Address of the Procuring Entry	Name:- General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 309, 3 rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020 Tel-07728895890, 426 Email:-gmcivil@jaipurmetrorail.in
(b)	Subject Matter of Procurement. (Name of Work)	“Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)”
(c)	Time Period	60 Days from the date of commencement or as per the directions contained in the LOA.
(d)	Defect Liability Period	06 Months from the date of work completion.
(e)	Bid Procedure	Two Stage (Technical Bid & Financial Bid), Online Open Bid Procedure.
(f)	Bid Evaluation Criteria	Technically Qualified and Lowest Rated Bidder (L-01)
(g)	Website for downloading Bidding Document, Corrigendum’s, Addendums, etc.	Website:- https://eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in transport.rajasthan.gov.in/jmrc

(h)	Cost of Bid Form (Non-Refundable)	For participating in the bid, the bidder has to pay cost of bid form as below:- (a) Cost of Bid Form:- Rs. 1000+ GST@18%= Rs 1180/- Rupees. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited)
(i)	Estimated procurement cost	INR 1128218.00/- (Inclusive of all taxes, other charges)
(j)	Bid Security Deposit (EMD)	Amount (INR): 02% (Rs. 22564.00/-) of Estimated Procurement Cost.(DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited or as per RTPPR-2013)
(k)	E-Bid Processing Fee (Non Refundable)	Rs. 590/- (Including GST @ 18%) (Rs. Five Hundred Ninety Only) by Demand Draft / Bankers Cheque, payable in favor of MD, RISL Jaipur.
(l)	Venue of Physical Submission of Cost of Bid Form , Bid Security and E-Bid Processing Fee etc.	O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 309, 3 rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020. Mobile No- 07728895890,426
(m)	Publishing Date on E-Proc Portal, SPPP Portal and JMRC Website.	Date:-07-02-2019 Time-11:00 Hrs
(n)	Document Sale/ Download/ Cost of Bid Form deposition period.	From: 11:00 Hrs on Date 07-02-2019 to 11:00 Hrs on Date 18-02-2019
(o)	Online Bid Submission Period on E-Proc Portal of Rajasthan Government.	From: 11:00 Hrs on Date 07-02-2019 to 11:00 Hrs on Date 18-02-2019
(p)	Online Technical Bid Opening Date and Time	Date:- 18-02-2019 at 11:15 Hrs Venue:- O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 309, 3 rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020. (The Opening date of Financial Bid shall be intimated to bidders after the technical evaluation of bids by JMRC)
(q)	Bid Validity	90 days from the bid submission dead line.
(r)	Bidders Eligibility:-	Documents required to be submitted:-
	(i) Cost of Bid Form, Bid Security Deposit and E-Bid Processing Fee.	(i) As per Clause 1.0 (h), Clause 1.0 (j) and Clause 1.0 (k) in original to JMRC before the due date and time for the bid submission as per Clause 1.0 (l) & (o) of NIB of Bid Document.
	(ii) Similar Work:- The bidder firm should have experience of execution of Civil Works/Repair and Maintenance of Civil Works in residential and commercial buildings of Sate/Central Government Bodies and should have well established capacity to execute the required work as per Clause 1.0 (b) of NIB of Bid Document. The bidder firm should have completed similar works contracts (as above) during last three financial years (2015-16, 2016-17 and 2017-18 & in current financial year 2018-19 till last date of bids submission) should be either of following:	(ii) Self certified copies of Certificates for satisfactory completion of similar works issued by the authorized person of the department/institution not below the rank of Executive Engineer during the last 03 Years reckoned from the date of last date of bid submission in the name of bidder firm mentioning:- 1. Copy of Work Order. 2. Satisfactory work completion certificate with amount of work done. 3. Certificate/Undertaking (Annexure-G) of Schedule-E of Bid Document on Bidder's/Agency's letter head.

	<p>(a) Three similar completed works each costing not less than the amount equal to Rs.04.51 lakhs (40 % of the estimated cost Rs.11.28 Lakhs for 01 Year) OR (b) Two similar completed works each costing not less than the amount equal to Rs. 05.64 lakhs (50% of the estimated cost. Rs.11.24 Lakhs for 01 Year) OR (c) One similar completed work each costing not less than the amount equal to Rs. 09.02 lakhs (80% of the estimated cost. Rs. 11.24 Lakhs for 01 Year)</p> <p>(iii) The bidder firm maybe:- -Company registered under “Companies Act-1956”; OR - Registered Sole proprietor; OR - Registered Partnership/Joint Venture Firm. And must be in existence for the execution of similar works for minimum period of 03 Years reckoned from the last day of previous month to the month in which NIB was called.</p> <p>(iv) The bidder should have “Average Annual Turn Over” of Rs 09.00 Lakhs (80% of Estimated Cost of Work) in last 03 Financial Years 2015-16 to 2017-18. If the statement for Year 2017-18 is not available then statement for the duration of Financial Year 2014-15 to 2016-17 may be submitted.</p> <p>(v) Mandatory Registrations of the bidder such as “Goods & Service Tax (GST)” and Income Tax Registration.</p>	<p>(iii) Self attested copy of registration document as proof of registered firm for the similar work.</p> <p>(iv) Self Certified certificate issued by Chartered Accountant (CA) for the “Annual Average Turn Over” of Bidder. OR Self certified Income Tax Return Documents (ITRs).</p> <p>(v) Self Certified Copy of:- -GST Registration mentioning GST number in name of Bidding Firm. -Copy of PAN Card in name of authorized representative of Bidding Firm.</p>
(s)	<p><u>ONLINE SUBMISSION OF BIDS:-</u> Online bids will have to be digitally stamped and signed by the authorized signatory of bidder firm and submitted in a time stamped electronic sealed box on http://eproc.rajasthan.gov.in in the manner as below. <u>The Bidder shall submit his digitally signed online bid in two parts:-</u></p> <p>(i) First Part:- Technical Bid with all necessary documents in .pdf format (Self Certified/Signed by authorized Signatory of Firm) as per Clause 1.0 (r) of NIB, Scanned Copy of financial instruments such as <u>Cost of Bid Form, E-Bid Processing Fee and Bid Security</u> as per Clause 1.0 (h, j, k & l) of NIB, complete bid document as per Clause 1.1.1 of ITB of Bid Document (Except Schedule-G/Price Bid/BoQ) and;</p> <p>(ii) Second Part:-Financial Bid in electronic format. (.xls Format), Online through E-Proc Portal for Rajasthan Government to procuring entity of JMRC as per Clause 1.0 of NIB of Bid Document on or before the last date of bid submission.</p>	

	<p>Note:-</p> <p>(i) <u>Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee & Bid Security should be submitted physically at the office of JMRC as per Clause 1.0 (I) of NIB.</u></p> <p>(ii) <u>The bidders have to take utmost care that the Financial Bid is to be submitted separately in Second Part of Bid i.e Financial Bid only. If any details of Financial Bid whether intentionally/ unintentionally/ by mistake are mentioned in First Part i.e Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.</u></p>
(t)	<p>POINTS TO BE NOTED:</p> <p>(i) Bidder (authorized signatory) shall submit their Two Part Bid (First Part:-Technical Bid and Second Part:-Financial Bid) online on E-Proc website i.e https://eproc.rajasthan.gov.in both for technical and financial proposals separately for each.</p> <p>(ii) In case, any of the bidders fails to pay the Cost of Bid form, E-Bid Processing Fee and Bid Security to JMRC, its Bid shall not be considered and shall be rejected.</p> <p>(iii) JMRC will not be responsible for delay in Bid submission due to any reason.</p> <p>(iv) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</p> <p>(v) Conditional Bid shall be summarily rejected by JMRC.</p> <p>(vi) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until formal contract is signed and executed between the procuring entity and the successful bidder.</p> <p>(vii) All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Form-C and /or minor deviation without quoting the cost of withdrawal shall be considered as non responsive and shall be summarily rejected.</p> <p>(viii) Any Bid received with unattested cutting/ overwriting shall be rejected.</p> <p>(ix) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only for the help the bidders to prepare a logical bid-proposal.</p> <p>(x) The provisions of RTPP Act 2012 and RTPPR-2013 Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPPR-2013 Rules thereto, the later shall prevail.</p> <p>(xi) Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC</p>

General Manager, (Civil)
Jaipur Metro Rail Corporation Limited, Jaipur

JAIPUR METRO RAIL CORPORATION LIMITED, JAIPUR
SCHEDULE AND SPECIFICATIONS

2.0 CONTENTS OF BID DOCUMENT:-

Documents as listed below at SN. 2.1 to SN 2.8 (**Except SN-2.7; Schedule-G, Price Bid**) are to be attached separately with Notice Inviting Bid (NIB) in dully filled, stamped and signed form as applicable to the bidder with the **First Part of Online Bid i.e Technical Bid**.

2.1 SCHEDULE –A:- INFORMATION USEFULL FOR BIDDERS & SCOPE OF WORK:

The bidder should see the site and fully understand the conditions of the work site before bidding and include all lead, lifts etc. for the material in his item rate/ percentage to be quoted on the rates as given in the SCHEDULE –G/Price Bid/Second Part: Financial Bid. Then work shall be carried out to the entire satisfaction of the Engineer- In- Charge of the work.

2.2 SCHEDULE-B:- INSTRUCTIONS TO BIDERS:- Attached Separately.

2.3 SCHEDULE-C- SPECIAL CONDITIONS OF CONTRACT:- Attached Separately.

2.4 SCHEDULE –D:- GENERAL CONDITIONS OF CONTRACT:

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

2.5 SCHEDULE-E:- ANNEXURE:

- (i) Annexure A1: Compliance with the code of Integrity and No Conflict of Interest.
- (ii) Annexure B1: Declaration by the Bidder regarding Qualifications.
- (iii) Annexure C1: Grievance Redressal during Procurement Process.
- (iv) Annexure D: Additional Conditions of Contract.
- (v) Annexure E: Initial filter criteria of applicant.
- (vi) Annexure F: Certificate by the Bidder to be appended with Annexure-E.
- (vii) Annexure G:- Certificate/Undertaking by the bidder as per RTPPA-2012. (On Bidder's Letter Head)
- (viii) Annexure X:- Certificate By Bidder with each Bill.

2.6 SCHEDULE-F:-FORMS:-

- (i) FORM-A:- Form of Bid with Appendix.
- (ii) FORM-B:- Performa for Statement of Deviations.
- (iii) FORM-C:- Form of Performance Security (Form of Bank Guarantee) by Bank.
- (iv) FORM-D:- Form of Agreement.
- (v) FORM-E:- General Information.
- (vi) FORM -F:- Bank Details.
- (vii) FORM-G:- Power of Attorney.
- (viii) FORM-H:- Indemnity certificate and obligation/ Compliance to be ensured by the Bidder.

2.7 SCHEDULE-G:- PRICE BID/FINANCIAL BID (SECOND PART):-

Attached separately (NBSR Items & RPWD BSR-2018 Items)

2.8 SCHEDULE-H:- Check list for bid Evaluation/Submission.

SIGNATURE OF CONTRACTOR
With full address & Mobile No.:

GENERAL MANAGER (Civil),
Jaipur Metro Rail Corporation Ltd., Jaipur

SCHEDULE-B: INSTRUCTIONS TO BIDDERS (ITB)**1.1 GENERAL INFORMATION**

- 1.1.1 Digitally Signed Online Bids are invited for the **NIB No.:29/NIB/JMRC/O&S/Civil/Work-CCW/2018-19** towards **“Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhyog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)”** by Jaipur Metro Rail Corporation Limited, hereinafter called the ‘Employer’, for Works in accordance with this Bid Package. The Bid consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

CONTENTS OF BID DOCUMENT:-

- (i) Notice Inviting Bid (NIB)
- (ii) Instructions To Bidder (ITB)-(Schedule-B)
- (iii) Special Conditions of Contract (SCC) -(Schedule-C)
- (iv) General Conditions of Contract (GCC) -(Schedule-D)
- (v) Annexure (s) -(Schedule-E)
- (vi) Forms-(Schedule-F)
- (vii) Price Bid - Bill of Quantities (BOQ) -(Schedule-G)

Bids shall be prepared and submitted in accordance with the instructions given herein. This bid is under the RTTP Act 2012 & RTTP Rules, 2013.

- 1.1.2 Relevant address for correspondence relating to this Bid is given below:
 GENERAL MANAGER (CIVIL), JAIPUR METRO RAIL CORPORATION LTD,
 Room No. 309, 3RD Floor, Admin Building, Depot of Jaipur Metro, Bhriгу Path,
 Mansarovar, Jaipur.
 Mobile No:- +91-7728895890, 426; Email: gmcivil@jaipurmetrorail.in

1.2 SUBMISSION OF BIDS**1.2.1 COST OF BID DOCUMENT**

- 1.2.1.1 The BID should be submitted in the prescribed Bid document, which may be purchased as per Clause 1.0 (h) of NIB of Bid Document.
- 1.2.1.2 The complete bid document can be downloaded from the website <https://eproc.rajasthan.gov.in>; <http://transport.rajasthan.gov.in/jmrc> or www.sppp.raj.nic.in. The cost of bid document is to be submitted in the form of DD/ Banker’s Cheque etc as per Clause 1.0 (h & l) of NIB.

1.2.2 SEALING AND MARKING OF BIDS

- 1.2.2.1 Online bids will have to be digitally stamped and signed by the authorized signatory of bidder firm and submitted in a time stamped electronic sealed box on <http://eproc.rajasthan.gov.in> in the manner as described in Clause 1.0 (s) of NIB.

1.2.3 EVALUATION OF BID

- 1.2.3.1 The Employer will, keeping in view the Rule 65 of RTPPR Rules 2013, will carry out technical evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the work of the contract. Where a Bidder’s technical submittal has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected. Refer Clause 1.0 (r) of NIB, Clause 1.1.1 of ITB of Bid Document and Forms and Annexure (s) as per Schedule-E and Schedule-F of Bid Document.

1.2.3.2 All technically acceptable bids will be eligible for consideration of their financial proposals. The Firms who get technically qualified will be intimated by the JMRC. The financial proposal shall be evaluated to determine the lowest bidder.

1.2.3.3 For price evaluation of Bid, the Total Overall Cost as quoted for **“Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhyog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)”** will be considered.

1.2.3.4 All offers shall be evaluated and marked L1, L2, L3 etc., L1 being the offer which is the least expensive offer.

1.2.4 **NEGOTIATIONS**

1.2.4.1 Subjected to Section 15 of RTTP Act and Rule 69 of RTTP Rules the procuring entity reserves the right to negotiate with the lowest and most advantageous bidder.

1.2.4.2 **CORRECTION OF ERRORS:-**

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

1.2.4.4 If a Bidder does not accept the correction of errors as outlined above, his Bid may be rejected and the Bid security shall be forfeited.

1.3 AWARD OF CONTRACT

1.3.1 **AWARD CRITERIA**

1.3.1.1 Employer will award, the Contract to the Bidder, whose Bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the Bid documents and **whose evaluated bid price is determined to be lowest.**

1.3.1.2 The "Letter of acceptance" will be uploaded on websites as per Clause 1.0 (g) of NIB, sent through E-Mail/Speed Post to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within seven days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidder.

1.4 SIGNING OF AGREEMENT

1.4.1 The contractor shall prepare the Agreement on non-judicial stamp as per Rajasthan stamp act, in the Performa (Form D of Schedule-F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within **15** days from the date of issue of the letter of acceptance, the successful Bidder will be required to execute the Contract Agreement. The performance 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.

1.4.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 15 days from the date of issue of the Letter of Acceptance:

- a. Performance Security as per Clause 1.5 of ITB.
- b. Power of Attorney (If Required)
- c. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating :
 - i. Percentage Participation of each member/partner.
 - ii. Joint and several liability of the partners.

1.5 PERFORMANCE SECURITY

- 1.5.1.1 The successful bidder shall furnish to the Employer a performance security in the form of a BG/BC or DD in the name of JMRC for an amount equal to 10% of the total Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. **The validity of BG (If submitted) shall be beyond 60 days after the expiry of all contractual obligations.** The Bank Guarantee has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form C- Schedule-F) provided in this document shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.4.2 of ITB.
- 1.5.1.2 Alternatively, on request application of option for deduction of performance security of successful Bidder, Employer may allow the Bidder (As per Rule 75 (3) (f) of the RTPPR) to submit the performance security amount (i.e equal to 10% of the total contract price) in form of deduction from his each running and final the Bill @ 10% of amount of Bill, till the total amount of performance security is deposited.
- 1.5.1.3 Failure of the successful bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the bid security. In case successful Bidder fails to commence the work (for whatsoever reasons) as per terms and conditions of Bid after issuance of LOA then the LOA shall be cancelled and the Bid Security & Performance Security shall be forfeited.

1.6 OTHER TERMS & CONDITIONS:-**1.6.1 PAYMENT:**

- 1.6.1.1 Payment will be made on actual work executed after satisfactory completion of works as per the issued part work orders time to time by JMRC under this works contract.
- 1.6.1.2 No advance is payable.
- 1.6.1.3 GST-Invoice/Bills, correct in all respect, shall be submitted in the favor of JMRC, Jaipur with bank details in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment.

1.6.2 OTHER CONDITIONS:

- 1.6.2.1 Prices are inclusive of Manpower, Material, Tools, Transportation, all taxes & duties etc.
- 1.6.2.2 No tools and Plants shall be issued to contractor by JMRC.
- 1.6.2.3 Only authorized staff of contractor having proper identity card issued by the contractor/firm shall be permitted to enter in JMRC Site Premises.
- 1.6.2.4 The work should be carried without causing any hindrance to the users.
- 1.6.2.5 If the contractor fails to perform/executed the work satisfactorily, the contract may be terminated at any time without assigning any reason to the contractor.
- 1.6.2.6 The JMRC shall have the right to make minor alterations/additions/substitution in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by authorized JMRC's representative.
- 1.6.2.7 JMRC's General conditions of contract shall be applicable.

SCHEDULE-C:- SPECIAL CONDITIONS OF CONTRACT (SCC)

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PART-1

SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL ATTENTION

The Contract will be awarded as per RTPP Act-2012 and RTPP Rules, 2013, to the Bidder whose responsive bid is determined to be eligible and lowest rated as per the terms and conditions of bid document.

2.0 RIGHT OF WAY

Right of way (within JMRC land) to the work site will be provided to the Bidder by the Engineer-In-Charge.

3.0 COORDINATION WITH OTHER BIDDERS

The bidder for this package shall plan and execute work in coordination and in Co-operation with other bidders working for adjacent/other packages, under intimation to the Engineer-In-Charge.

4.0 SUFFICIENCY OF BID

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

4.2 The Bidder (Successful Bidder) shall be paid for only at quoted/accepted rates.

5.0 NOTICES AND INSTRUCTIONS

5.1 The Bidder shall furnish to the Employer/Engineer the postal address of his office at Jaipur and working E-Mail address. Any notice or instructions to be given to the Bidder under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Bidder or if conveyed by the E-Mail from the authorized email.

6.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

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

7.0 USE AND CARE OF SITE

7.1 The Bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Engineer-In-Charge.

7.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the bidder at his cost. The transportation for disposing the debris shall also be arranged by the bidder.

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

8.0 DUTIES, TAXES, OCTROI, ROYALTY ETC

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

9.0 GST REGISTRATION CERTIFICATE

- 9.1 If the Bidder is a GST assessee, he should produce a valid GST Registration Certificate; otherwise, payment to the Bidder will be with held.

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

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

10.0 ACCESS ROADS AND HAUL ROADS

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

12.0 DEDUCTIONS TO BE MADE FROM BIDDER'S BILL

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

13.0 PROGRAM OF WORKS

- 13.1 The period of contract is as per Clause 1.0 (c.) of NIB from the date of commencement of work. However the work should be started immediately after issue of LOA or as per the directions contained in LOA. The period of work shall be further extended up to 03 months based on the performance of contractor in the preceding year on mutual consent of employer and contractor on the same price, terms and conditions of contract.
- 13.2 The bidder should work round the clock if required. The major activities, which are affecting the traffic are to be done at the non-operational hours i.e in night shift.

13.3 PENALTY

- 13.3.1 Penalty for non-attending the works within the minimum specified time as mentioned for the different works after issue of instructions by the competent authority or for the poor quality of works will be levied up to the rate of 10% of the cost of the work as per LOA & BOQ. Repeated failure by the bidder to attend to the works within specified time period may lead to termination of contract. The penalty shall be preceded with proper show cause notice.
- 13.3.2 This penalty shall not relieve the bidder from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 13.3.3 The Bidder shall co-ordinate his programme to the extent feasible with the programmes of other bidders to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall program.

14.0 SECURITY MEASURES

- 14.1 Security arrangements for the work shall be in accordance with general requirements and the Bidder shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 14.2 Bidders' employees and representatives shall wear Identification Badges/ ID Cards, helmets, gum boots, approved uniform and other safety/protection wear as directed by incharge, and to be provided by the Bidder. Badges shall identify the Bidder and show the employee's name and number and shall be worn at all times while at site.
- 14.3 All vehicles used by the Bidder shall be clearly marked with the Bidder's name or identification mark.

15.0 ECOLOGICAL BALANCE

- 15.1 The Bidder shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Bidder shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Bidder shall observe the following instructions.

- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Bidder's expenses. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.
 - (b) All trees/plants and shrubbery, which are not specifically required to be cleared or removed for works purposes, shall be preserved and shall be protected from any damage that may be caused by Bidder's maintenance activities. The removal of trees/plants or shrubs will be permitted only after prior approval by the Engineer-In-Charge. Trees/plants shall not be used for anchorage. The Bidder shall be responsible for injuries to trees/plants and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches etc. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Bidder's expenses.
 - (c) In the conduct of works activities and operation of equipment, the Bidder shall utilize such practicable methods and devices as are reasonably available to control prevent and otherwise minimize air/noise pollution.
- 15.2 Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.

16.0 BRIEF SCOPE OF WORK

Brief scope of work is included in Schedule-G of Bid document.

17.0 PAYMENT

- 17.1 For the purpose of On-account payment, the bidder shall submit detailed activities carried out as per Work orders recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be based on unit rates as approved in the Bill of Quantities.
- 17.2 The bidder have to submit self certified copies of vouchers showing quantity of materials brought to site for in charge's record.
- 17.3 If any activities not carried out as per the work order the applicable amount will be deducted from the payable bill amount or performance security/bid security etc. If the work carried out through other agency under the intimation to the bidder and the charges incurred on it will be deducted from the bidder's bill. In addition the applicable penalty will be levied as per Clause 13.3 of SCC.
- 17.4 The payment shall be made on a actual work done basis for the activities carried out as per the work orders. At the time of billing, the bidder shall submit necessary documents and Bill in the standard format for payment.

18.0 BIDDER'S OFFICE

- 18.1 The Bidder shall establish an office in Jaipur in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to incharge.

18.2 In addition, the Bidder shall also set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of work at his own cost. The contact numbers of contractor's representative's shall be intimated in writing to GM Civil/O&S or his authorized representative.

18.3 One "Site Order Book / Progress Monitoring register" shall be maintained at field office.

19.0 NOISE AND DISTURBANCE/POLLUTION

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

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

20.0 ADVANCES

No advances shall be paid to the Bidder.

21.0 PRICE VARIATION CLAUSE

Price variations clause is not applicable in this contract.

22.0 WATER SUPPLY AND ELECTRICITY

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

23.0 MINIMUM WAGES ACT

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

24.0 RIGHT TO VARY QUANTITY (As per latest provisions of RTPPR, 2013)

Bidder is to carry out their self-assessment in respect of their capacity in terms of manpower, machinery, materials and finance. He is to indicate separate set of manpower, machinery, materials in different bids. Once a bid is accepted, resources required for its execution shall not be considered for assessment of other bid. The bidder is required to consider right of JMRC to vary quantities as per latest provisions of RTPPR 2013 (Rule-73) as amended from time to time as under:

- (i) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

- (ii) Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works.

He should be able to take up such variation in quantities at short notice at the accepted rate for which he is to indicate his required resources.

25.0 RETURNS OF SURPLUS MATERIAL

Surplus material provided by the bidder at the start of this contract for maintaining inventory will be the property of bidder and is to be removed within 07 days after completion of work. After expiry of 07 days, charges for the space occupancy will be charged from bidder @ 500 /- per day per inventory.

26.0 STORAGE OF DISMANTLED MATERIAL

Storage of dismantled materials will be the responsibility of bidder. Dismantled material so accumulated is to be submitted to STORES of JMRC at DCOS Building at Metro Train Depot of JMRC at Bhrigu Path Mansarovar, Jaipur on the risk and cost of bidder after getting written permission from O/o Engineer-in-charge.

27.0 MANDATORY REGISTRATION OF BIDDER

The bidder should be registered for “Goods and Service Tax” (GST).

28.0 WORK NOT TO BE SUBLET

The work should not be sublet, the written approval of Procuring Entity (PE) is required.

29.0 SCHEDULE OF INSPECTIONS

The work site shall be inspected jointly by bidders and JMRC representative and inspection note shall be issued jointly. All the defects appearing in inspection note shall be rectified within specified time or DLP. The Performa of Inspection shall be provided by Engineer-In-Charge.

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

In relation to my/our Bid submitted to for procurement ofin response to their Notice Inviting Bids NoDated 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(I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

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

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

Form of Appeal

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

Before the(First / Second Appellate Authority)

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

.....

..... (Supported by an affidavit).
7. Prayer:.....
- Place.....

Date

Appellant's Signature

Annexure D: Additional Conditions of Contract**1. Correction of arithmetical errors (Rule-64 of RTPPR-2013)**

Provided that the Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the option of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subjected to (i) and (ii) above

If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities (Rule-73 of RTPPR-2013)

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost uncured shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods) (Rule-74 of RTPPR-2013)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Annexure - E**(INITIAL FILTER CRITERIA OF APPLICANT)**

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

Name of the Applicant: _____

S/N	Criteria	Yes	No
1.	Has the Applicant abandoned any work in the last 03 years?		
2.	Has the Bidder contract with any organization ever been terminated due to poor performance?		
3.	Has the Bidder Security Deposit for any contract ever been forfeited by any Govt./ Semi Govt./ PSU/ MRTS/ Corporate houses?		
4.	Has the Applicant been involved in frequent litigations in the last three years?		
5.	Has the Applicant suffered bankruptcy / insolvency in the last three years?		
6.	Has the Applicant been blacklisted by any organization?		
7.	Has any misleading information been given in the application?		
8.	Is the Applicant financially not sound to perform the work?		
9.	Is the Applicant's Net Worth negative?		
10.*	Has the applicant failed to certify that no agent / middleman has been or will be engaged or that any agency or commission has been or will be paid?		
11.*	Do the documents submitted by the applicant reveal that agency commission has been or will be paid?		

NOTE: -

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

* A blank Pro-forma of the Certificate is there at Annexure-F. The same should be completed and submitted along with the bid submission.

Dated _____

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

Annexure – F

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

A.

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

(Signature) _____

Name of signatory _____

Capacity of signatory _____

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

Annexure - G**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

Annexure – ‘X’

Name of Work:- “Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhyog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)”

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 (b)

To

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

Address:-Room No. 309, 3rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020.

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum as mentioned in the BOQ foror such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 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

SCHEDULE-F:- FORMS

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 (c) of Notice Inviting Bid	As per the directions contained in LOA.
IV	Contract Period from the date of commencement of work	1.0 (c) 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 Special Conditions of Work (SCC).	10% of the cost of the work as per LOA.
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

1. 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 :
- 2.

S.No.	Clause (Specify NIB, ITB, SCC & 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:

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

Signature & 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 “Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)” 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 “Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)” 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.

SCHEDULE-F:- FORMS

FORM D

PAGE 2 OF 2

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 “Addition Alteration and Modification Work in Admin Building and Canteen Building for Shifting Of Offices Of JMRC from Udhog Bhawan C- Scheme to Mansarovar Depot Of Jaipur Metro Phase- 1 A (Civil and Sanitary Work)” 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

GENERAL INFORMATION

Notes :

- 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 GST Registration No. (attach copy of the registration certificate):****5 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?

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.:29/NIB/JMRC/O&S/Civil/Work-CCW/2018-19 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 shallalways be deemed to have been done us. IN WITNESS WHEREOF WE ,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY 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/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. and JMRC will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

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

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder

INDEMNITY

(To be filled by Bidder staff individually)

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

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....

NAME OF BIDDER

.....

SIGNATURE OF BIDDER

SCHEDULE-H:- CHECKLIST FOR BID EVALUATION

SCHEDULE-H**CHECK LIST FOR BID EVALUATION/BID SUBMISSION**

S/N	Item	Bid Stipulations (if any)	Submission/ Compliance Requirement	Remarks
1.0	Details of (i) Cost of Bid Form/Document (ii) Bid Security/EMD (iii) E-Bid Processing Fee			
1.1	Bid Document Cost in the form of DD/BC.	1.0 (h, j, k) of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC No.			
1.4	DD/BC Date			
1.5	Value of DD/BC			
2.0	TECHNICAL SUITABILITY:- Eligibility and Qualification of Bidder:-			
2.1	Bid is from a Company: Firm registration certificate in Govt. departments for Civil Works.	Clause 1.0 (r) of (NIB)		
2.2	Whether registration with GST is enclosed by Bidder.	Clause 1.0 (r) of (NIB)		
2.3	Complete Bid Document, NIB, ITB, SCC etc.	Complete Bid Document. (Clause 1.1.1 of ITB)		
2.4	Various Annexure (s) under Schedule-E	As per Bid Document- SCHEDULE -E		
2.5	Various Forms under Schedule-F	As per Bid Document- SCHEDULE-F		
3.0	PRICE BID: Whether Online Commercial Bid/BOQ submitted by the bidder.	SCHEDULE-G		
4.0	Check List of submitted documents in Technical and Financial Bid.	Schedule-H		