

# **JAIPUR METRO RAIL CORPORATION LTD.**

JMRC/O&S/EL/2018-19/NIB/023

Dated:-

**“Rate Contract for Repairing of Submersible Pumps  
(Borewell) installed at various locations of JMRC Phase -1A”**

## **BID DOCUMENT**

**BID DOCUMENT CONSIST OF :**

- NOTICE INVITING BID (NIB)
- INSTRUCTION TO BIDDERS (ITB)
- SPECIAL CONDITIONS OF CONTRACT (SCC)
- SPECIFICATIONS FOR ELECTRICAL WORKS
- BILL OF QUANTITY (BOQ)
- JMRC GENERAL CONDITIONS OF CONTRACT (GCC)



**JAIPUR METRO**

**Jaipur Metro Rail Corporation Ltd.**

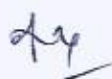
Admin Building, Metro Train Depot, Bhriku Path, Mansarovar, Jaipur - 302020

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*Handwritten signature*

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## SECTION 1

### NOTICE INVITING BID

#### 1.1 GENERAL

JAIPUR Metro Rail Corporation (JMRC) Ltd. invites sealed open Bids from eligible Bidders for **"Rate Contract for Repairing of Submersible Pumps (Borewell) installed at various locations of JMRC Phase -1A"**.

|  |  |
|--|--|
| Approximate cost of work   | 7,65,251.00/- inclusive of all taxes   |
| Bid Security amount  | 15305.00/- (2 % of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.           |
| Cost of Bid form /Tender Cost (Non-Refundable)   | Rs. 1180/- including 18% GST. Cost of Bid Form is not refundable in the form of Banker's Cheque/ Demand Draft of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. |
| Tender Processing Fee  | Rs. 1180/- (By Demand Draft / Bankers Cheque, payable in favour of MD, RISL, Jaipur)   |
| Period of the Rate Contract  | For 1 year (from the date of award/ LOA/NTP of rate contract)  |
| Start date and Time for Download of bid  | 17:00 Hrs. dated 26.02.2019  |
| Start date and Time for Submission of bid  | 10:00 Hrs. dated 27.02.2019.   |
| Last date and Time of Submission of Bid  | 13:00 Hrs. dated 13.03.2019  |
| Date of opening of Technical Bid   | 14:30 Hrs. dated 13.03.2019  |
| Venue & Date of physical submission of Physical Submission of financial instruments (Bid Security, Tender Cost, Tender Processing Fee) | 14:00 Hrs. dated 13.03.2019<br>Office of Manager (Traction/E&M), JMRC, Room no. 107, First Floor, Admin Building, Mansarovar Metro Train Depot, Bhriagu path, Mansarovar, Jaipur-302020                |
| Place of submission and opening of Bid   | Room no. 107, First Floor, Admin Building, Mansarovar Metro Train Depot, Bhriagu path, Mansarovar, Jaipur-302020   |
| Performance security   | 10 % of approved total contract price.   |
| Validity of tender   | 90 days from last date of submission of tender   |

Note - Cost of Bid form, Bid Security amount shall be submitted in the form of demand draft/bankers cheque of any scheduled bank or nationalised bank in India in favour of "Jaipur Metro Rail Corporation" payable at Jaipur. The bid security may also be submitted in form of Bank Guarantee.

#### 1.2 POINTS TO BE NOTED

- 1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who qualified condition of clause 1.3 and special condition of contract, should submit the Bid documents.
- 1.2.3 The mere fact that the Bidders shall not imply that his bid shall automatically be accepted. The same should contain all Financial & other details as required for the consideration of Bid.
- 1.2.4 Bid document consists of the following:
  - a. Notice Inviting Bid - consisting of
    - i. Notice Inviting Bid
    - ii. Scope of Work
    - iii. Bid prices
  - b. Instructions to Bidders



- c. Special Conditions of Contract (SCC)
- d. Specifications for Electrical works
- e. Bill of Quantities (BOQ)
- f. General Conditions of Contracts (GCC)

1.2.5 The Contract shall be governed by the documents listed in para 1.2.4 above.

1.2.6 The Bidders may obtain further information in respect of these Bid documents from the office of Manager (Tr./E&M), Room no. 107, First Floor, Admin Building, Mansarovar Metro Train Depot, Bhripath, Mansarovar, Jaipur-302020.

1.2.7 All Bidders are hereby cautioned that Bids containing any material deviation from the Bid document as mentioned in the clause of 1.2.4 of NIB which consists of NIB, Instructions to bidders, Special conditions of contract, Specifications for Electrical Works, Bill of Quantities, General conditions of contract, is liable to be summarily rejected as non-responsive.

1.2.8 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidders shall have any cause of action or claim against the JMRC for rejection of his proposal.

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

(a) Firm shall INITIALLY be filtered on the basis of following criteria

**INITIAL REQUIREMENTS :-**

| S. No. | Criteria  |
|--------|---|
| 1      | Firm should not have abandoned any work in last five years.   |
| 2      | Bidder's Contract with any organization should not ever been terminated due to poor performance.  |
| 3      | Bidder's Security Deposit should not ever been forfeited by any Government/ Semi Government/PSU/MRTS.   |
| 4      | Bidder should not have been involved in frequent litigation in last five years.   |
| 5      | Bidder should not have suffered Bankruptcy/ insolvency in last five years.  |
| 6      | Bidder should not have been blacklisted by any organization.  |
| 7      | Bidder should not submitted any misleading information in the application.  |
| 8      | Bidder should be financially sound to perform the work.   |
| 9      | Bidder's Net Worth should not be negative.  |
| 10     | Bidder should be able to certify that no agent/ middleman has been or will be engaged nor that any agency or commission has been or will be paid. |

To prove conformity to above requirements, bidder should submit an undertaking for the fulfilment of all above criteria on the letter head of the firm at the time of submission of bid (refer clause 8.1.1 (k)). At any stage if it found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.

(b) Work Experience:

The firm/contractor having valid electrical licence to work in Rajasthan with experience of having satisfactorily completed similar works during last 3 years period ending last day of month previous to the one in which the Bids are invited should be either of the following:

- (i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs. 3,06,100 /-.

Or

- (ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 3,82,625/-.

Or

- (iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost i.e. Rs. 6,12,201 /-.



## (c) Financial Standing (Annual Turnover) :

The average annual turnover of Applicant during each of last three audited financial years should not be less than forty percent (40%) of the estimated cost given in NIB i.e. Rs. 3,06,100 /-.

## (d) The Bidders should have minimum one year's experience of similar works in any Central Govt. / State Govt./PSUs/DMRC/ Reputed Corporation. (Submit relevant documentary proof).

## (e) Definition of similar work: - Maintenance/breakdown attend and repair of Submersible, Borewell Pump, Submersible Pump Panel/ SITC of radial /mixed flow submersible motor pump sets of including starter and accessories etc. or any work related to maintenance/breakdown attend, rewinding ,repairing of motors, pumps electrical panels etc. in any Central Govt./state Govt./PSU"/DMRC/Railway organization /Reputed Corporation. The Experience certificates/work completed certificates should be enclosed with bid documents.

**1.4 Bid document issue/downloading from website :-**

1.4.1 The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal i.e., [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). Bidders who wish to participate in this bidding process must have registered on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected out rightly.

1.4.2 Corrigendum, Addendums and subsequent clarification on the bid terms, if any, can be down loaded from the above mentioned website. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned website only. Keep visiting theses website for any subsequent clarification & modifications.

ED (Traction/E&amp;M)

JMRC

**DEFINITIONS**

|                              |   |
|------------------------------|---|
| Agreement                    | The Contract Agreement to be executed between JMRC and Agency, subsequent to the Letter of Award, as per the format at Form-E of ITB.                                   |
| Agency/Bidder                | The Agency/Bidder engaged pursuant to this Bid for conducting the Work as per the Scope of Work defined in this Bid document.   |
| Corporation                  | Jaipur Metro Rail Corporation Ltd.  |
| JMRC                         | Jaipur Metro Rail Corporation Ltd.  |
| LOA                          | Letter of Award – Letter form Corporation to selected Agency conveying selection and outlining the terms and rates for the work.  |
| Bidder                       | The firm or company which submits proposal in response to this BID within the time prescribed for the purpose.  |
| Technically Qualified Bidder | A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC.   |
| Contract Agreement Amount    | The contract amount finally approved by JMRC for the entire work for the duration of the contract (and extended) pursuant to this Bid process, as mentioned in the LOA. |



## SECTION 2

### SCOPE OF WORK

#### 2.1 Methodology of Rate Contract

This is a running rate contract which shall be valid for one year from the date of award of work. However the validity of rate contract may be extended for further three months on mutual consent of contractor and JMRC at the same terms and conditions. The work is to be carried out anywhere in Jaipur city in the jurisdiction of JMRC. This is a running rate contracts so JMRC shall give Letter of Indent (LOI) to execute the miscellaneous electrical works as and when required during the currency of contract. The contractor has to execute the given works as per the specifications and running contractor's bills shall be paid by JMRC. The work includes Repairing of 3/5/10 HP Submersible/Borewell Pump, Repairing of Submersible Pump Panel/ SITC of radial /mixed flow submersible motor pump sets of 3/5/7.5/10 HP including starter and accessories etc. mentioned in the BOQ.

#### 2.2 Time Schedule

The contract period for execution of the above mentioned works is one year from the date of award/ LOA of the rate contract. However the time period of contract may be extended for further three months on mutual acceptance of contractor and JMRC at same terms and conditions.

## SECTION 3

### BID PRICES AND SCHEDULE OF PAYMENT

#### 3.1 Bid Prices

- 3.1.1 a. Unless explicitly stated otherwise in the Bid Documents, the contractor Shall be responsible for the whole works, based on the Bill of Quantities and payment shall be as per accepted rates based on the activities carried out as in the Schedule of work.
- b. The rate quoted by the Bidders is inclusive of all duties, taxes, fees, octroi and other levies

#### 3.1.2 Schedule of Payment

The payment will be made on satisfactory completion of individual work against each LOI (Letter of Indent).





## **“Rate Contract for Repairing of Submersible Pumps (Borewell) installed at various locations of JMRC Phase -1A”**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 GENERAL**

##### **1.1 INTRODUCTION**

Sealed open Bids are invited for “Rate Contract for Repairing of Submersible Pumps (Borewell) installed at various locations of JMRC Phase -1A” herein after called the Employer, for Works in accordance with this Bid Package.

The Bid papers consist of the following documents, along with their annexes, appendices, addenda and errata if any.

- Notice Inviting Bid (NIB)
- Instructions to Bidders (ITB)
- General Conditions of Contract
- Special Conditions of Contract (SCC)
- Specifications for Electrical Works
- Bill of Quantities

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

##### **1.2 Relevant address for correspondence relating to this Bid is given below:**

**ED (Traction and E&M), JMRC Room no. – 407, 4<sup>th</sup> Floor, Admin Building, Metro Train Depot, Bhriugu Path, Mansarovar, Jaipur - 302020**

##### **1.3 Some essential data/requirements pertaining to this Bid along with reference to Clause number of this volume where full details have been given are detailed below.**

- a) “Bid Security” to be furnished by the Bidders: Amount as per NIB.
- b) The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation’s website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) and state procurement portal i.e., [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in)
- c) Bidders who wish to participate in this bidding process must have registered on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected out rightly.
- d) Period for which the Bid is to be kept valid: **As per Clause 11.0 of the ITB.**
- e) Contract Period: **As per NIB.**

#### **2.0 PRE QUALIFICATION REQUIREMENTS**

##### **2.1 This invitation to Bid is open to only those agencies having valid electrical license to work in Rajasthan and having experience of Maintenance/breakdown attend and repair of Submersible, Borewell Pump, Submersible Pump Panel/ SITC of radial /mixed flow submersible motor pump sets of including starter and accessories etc. mentioned in the BOQ.**

##### **2.2 Each agency shall submit only one Bid either himself or as a lead partner /Lead Constituent in a joint venture/consortium for the work. The Bid who submits more than one Bid for the same work will be disqualified.**

All Bids submitted shall include the following information:

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



- 2.2.2 In the case of Bid by a joint venture of two or more firms or companies as partners or as members of a consortium as the case may be, joint venture data must be furnished in the format prescribed (Form T-I) along with the documents as mentioned therein. The following requirements shall also be complied with.
- a. The Bid, and, in the case of a successful Bid, the Form of Agreement, shall be individually signed so as to be legally binding on all partners/constituents as the case may be.
  - b. In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners. In case of consortium, it will similarly authorize a person to be In-charge and this authorization shall be evidenced by a power of attorney in favour of that person.
  - c. The partner In-charge or the person In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture or constituents of the consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture and person In-charge of a consortium.
  - d. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of a successful Bid).
  - e. In the event of default by any partner in the case of a joint venture and constituent in the case of a consortium in the execution of his part of the Contract, the partner/person In-charge will have the authority to assign the work to any other party acceptable to the Employer to ensure the execution of that part of the Contract.
  - f. A copy of the agreement entered into by the joint venture/ consortium partners shall be submitted along with the Bid.
- 2.2.3 In case the Bidders is an Association, Consortium or Joint Venture, the Bidders shall provide the following:
- i. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:
    - a. Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorized signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.
    - b. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
    - c. Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.
- 2.2.4 The Bidders to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the Bid to commit the Bidders or each member of the partnership, consortium or joint venture.
- 2.3 Each page of Bid shall be signed by the authorized signatory of the Bidders. Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clause 13.0.
- 2.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Bid/contract shall be communicated forthwith in writing by the Bidders to the Engineer and the Employer.
- 2.5 Details of information submitted by the applicants at the stage of Techno-Commercial bid shall be considered for qualification of this Bid. Any information found incorrect or suppressed, the Bid may not be considered or contract will be cancelled without any financial claim/arbitration from the Bid. The applicant is required to certify in the statement placed at Annexure B.
- 2.6 Each Bidders, or any associate will be required to confirm and declare in the Bid submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that Bid price will not include any such amount.
- 3.0 COST OF BIDDING**
- 3.1 The Bidders shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible or liable for these costs.





- 3.2 In case the tender is annulled in any case, the bid cost and tender processing fees will not be refunded in any case.

#### **4.0 SITE VISIT**

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

#### **BID DOCUMENTS**

#### **5.0 CONTENTS OF BID DOCUMENTS**

- 5.1.1 The Bidders is expected to examine carefully all the contents of the Bid documents as mentioned including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidders own risk. Bids that are not responsive to the requirements of the Bid documents will be rejected.

#### **6.0 AMENDMENT TO BID DOCUMENTS**

- 6.1 At any time prior to the deadline for the submission of Bids, the Engineer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective Bidders, modify the Bid documents by an amendment/addendum.
- 6.2 Any amendment/addendum as per clause 6.1 above shall also be the part of this Bid. The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, on or prior or last date mentioned in NIB. This prospective tenderers should promptly receipt thereof by email to the Engineer. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website <http://transport.rajasthan.gov.in/jmrc> or state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) for any kind of latest Information, Addendum, Clarification, etc.
- 6.3 In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments/addendums, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of Bids in accordance with Sub-clause 15.0.

#### **PREPARATION OF BIDS**

#### **7.0 LANGUAGE OF BID**

- 7.1 The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged between the Bidders and the Employer/Engineer shall be in the English language.

#### **8.0 DOCUMENTS COMPRISING THE BID**

#### **8.1 BID PACKAGE**

The Bid shall be submitted in two parts as 1. Technical Bid (Envelope-A) and 2. Price Bid (Envelope-B) in sealed covers separately duly superscribed from the bidders and both the sealed covers (Envelope-A & Envelope-B) are to be put together in a bigger cover which should also be sealed and superscribed with name of bidder and name of the work.

##### **8.1.1 Technical Bid :**

This part should contain the Technical Bid consisting of a PDF copy of this bid document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

- a) Tender cost, bid security and Tender processing fee
  - i) These original instruments should be submitted with forwarding letter mentioning the NIT no, Name of Work and particulars of these financial instrument.
  - ii) At the backside of every instrument, firm needs to mention Name of Firm, NIT no and Mobile No. of the authorized signatory of the firm
  - iii) Scanned copy of tender cost, Bid security and Processing Fee Instruments need to be submitted with the online tender and these original instruments are to be submitted as per schedule.
  - iv) If firm fails to submit the original instrument in the desired form and amount by the stipulated date and time then its financial bids shall not be opened and it shall be summarily rejected.
  - v) If scanned copy of any or all of these instruments (i.e Cost of Bid, Processing fee and Bid security) submitted with Technical bid does not match with the original instruments submitted by the firm then its financial bids shall not be opened and it shall be summarily rejected.





- b) Copy of Bid Document: The Bidder shall enclose digitally signed and stamped (lead member in case of consortium) copies of the PAN, No. under Income Tax Act, latest GST Registration certificate, If a Bidders is outside JAIPUR intends to participate in JMRC Bid, he can be permitted provided he gives an undertaking to the fact that he will get himself registered with Applicable Service Tax authorities, in the event of issue of Letter of Acceptance to the Bidders and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail with Service Tax, EPF authority, payment shall not be released. "PF registration number and ESI Registration No. Code No., as per ESI Act, shall be indicated by the Bidders in the Bid document and also a copy of registration to be submitted. (The contractor shall also be responsible to comply instructions as per applicable Labour laws).
- c) Bid documents as listed below:
- Notice Inviting Bid
  - Instructions to Bidders.
  - Special Conditions of Contract
  - Specifications for cleaning & House-Keeping
  - JMRCs General Conditions of Contract (It is integral part of this Bid document but this need not to be submitted along with Bid documents, it is deemed that bidder is accepting the GCC at the time of submission of bid. Successful bidder has to signed GCC documents at the time of signing agreement.
  - Annexure A & B,B1
- d) Statement of deviations from Bid documents (Form C).
- e) General Information in the form prescribed (Form T-I) and Experience record of similar works during the last three years and in progress on date may be furnished in the format prescribed (Form T-II).
- f) Attested Copy of Power of Attorney to submit Bid.
- h) Financial data (Form T – V)
- i) Form of Bid and Appendix thereof (Form A).
- j) Copy of all the documents to satisfy the eligibility criteria (Refer clause 1.3 of NIB).
- k) The undertaking from bidder for confirmation of the fulfillment of the eligibility criteria (refer clause 1.3 (a) of NIB).
- l) All the addendums/amendments issued regarding this tender and uploaded by JMRC on the website.
- m) Any order documents, contractor deem fit but not the financial Bid/BOQ.

**Note:-No price bid should be indicated at any place in the Technical Bid, otherwise the proposal shall be summarily rejected.**

#### 8.1.2 Financial Bid – Bill of Quantities

- a) The financial bid shall be submitted online through the prescribed website as per the instructions on the website therein. The prices shall be submitted online the Financial Bid Format given as **FINANCIAL BID (BILL OF QUANTITIES)** of Tender enclosed. These prices should include all costs associated with the contract.
- b) Utmost care be taken to upload Financial Bid. Any change in the format of financial Bid file shall render it unfit for bidding. Following steps may be followed in submission of Financial Bid :
- Download format of Financial bid in XLS format (Password protected file).
  - This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
  - Fill Bidder Name, Percentage rate (Less/Excess) to the estimated cost in down loaded Financial Bid Format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
  - Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in ) when required.
- 8.2 Documents to be submitted by the Bidders under technical and financial packages have been described under the respective Clauses 8.1 of ITB. This list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of the Employer shall not absolve the Bidders of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- 8.3 All documents issued for the purposes of Bidding as described in Clause 1.2.4, and any amendments issued in accordance with Clause 6.0 shall be deemed as incorporated in the Bid.
- 8.4 In case of a joint venture/consortium, information as required under clause 2.2, in respect of each partner/company including Forms T-I to T-VII will be required to be furnished. Additional sheets may be used wherever necessary.
- 9.0 BID PRICES**
- 9.1 The Bidders is required to quote for all the items as per Bid documents.





- 9.2 Price quoted by the Bidders shall be inclusive of all taxes/duties/levies etc. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- 9.3 The Bidders shall keep the contents of his Bid and rates quoted by him confidential.
- 9.4 The rate quoted shall be reasonable and not unbalanced. If the Engineer came across any unbalanced rates, he may require the Bidders to furnish detailed analysis to justify the same. If after its examination, the Engineer still feels the rates to be unbalanced, he may ask the Bidders other safeguards to protect Employers interest against financial loss. If the Bidders fail to comply with this, his Bid shall be liable to be rejected by the Employer.
- 9.5 The Bidders shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.
- 9.6 The successful Bidders should arrange for refund of taxes and duties paid or would have been paid to the fullest extent JMRC is entitled to. All records for payment of sales tax on works contract, VAT, custom duty and Excise duties paid by the successful Bidders during execution of contract will be maintained to facilitate refund of taxes and duties for JMRC (if applicable). In case the amount of any of these taxes/duties actually paid and exemption availed by the successful Bidders is less than what has been indicated by them in your offer, the difference of the same will also be paid to JMRC. The effect of variation in quantities both +ve and -ve will be dealt separately.

#### **10.0 CURRENCIES OF THE BID**

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

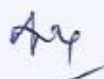
#### **11.0 BID VALIDITY**

- 11.1 The Bid shall remain valid and open for acceptance for 90 days from the date of submission of Bid.
- 11.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer/the Engineer may request the Bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. A Bidder may refuse the request without forfeiting his Bid security. A Bidders agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security correspondingly.

#### **12.0 BID SECURITY**

- 12.1 The Bidders shall furnish, as Bid security, an amount as mentioned in NIB.
- 12.2 The Bid security will be in the form of Demand Draft/Bankers cheque in the name of "Jaipur Metro Rail Corporation Limited" payable at Jaipur. Bank Guarantee having validity of 120 days from date of submission of Bid may also be submitted as Bid security.
- 12.3 Any Bid not accompanied by an acceptable Bid security will be summarily rejected by Employer/Engineer considering the bid as non-responsive.
- 12.4 The Bid securities of unsuccessful Bidders shall be discharged/returned by the Employer as promptly as possible as after the expiration of the period of Bid validity as defined in Clause 11.0. In this connection, Clause 25.3 may also be referred to.
- 12.5 The Bid security of the successful Bidders shall be returned upon the Bidders executing the Contract Agreement after furnishing the required performance guarantee for performance, as mentioned in Clause 27.0
- 12.6 The Bid security shall be forfeited:**
1. If a Bidders withdraws his Bid during the period of Bid validity, or
  2. If the Bidders does not accept the correction of his tendered price in terms of Clause 22.0 or
  3. In the case of a successful Bidder, if he fails to:
    - a. Furnish the necessary performance guarantee for performance as per Clause 27.0 and/or
    - b. Enter into the Contract within the time limit specified in Clause 26.0
    - c. Commence the work as per terms and conditions of Bid after issuance of LOA.
- 12.7 No interest will be payable by the Employer on the Bid security amount cited above.

#### **13.0 FORMAT AND SIGNING OF BIDS**





- 13.1 If the Bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 13.2 If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Bid. Alternatively, all the partners shall sign it.
- 13.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Bid.
- 13.4 The documents are required to be submitted by the Bidders will be as described under clause 8.0 herein.
- 13.5 Each page of such document should be signed in full at the bottom by person submitting the Bid along with the date of signing. Each page of printed documents should be initialled at the bottom by the person submitting the Bid along with the date of initialling.
- 13.6 The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Bidders. All amendments/corrections shall be initialed by the person signing the Bid.
- 13.7 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### 14.0 SEALING AND MARKING OF BIDS

- 14.1. Online tenders will have to be digitally signed and submitted in a time stamped electronic sealed box on <http://eproc.rajasthan.gov.in>.
- 14.2. PREPARATION FOR ONLINE SUBMISSION :
- 14.2.1. To participate in online bidding process, tenderers must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. Tenderers who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 14.2.2. The tenderer should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of the Bid Document from this site.
- 14.3. Deadline for Submission of Bids :- Tenders shall be received online on website <http://eproc.rajasthan.gov.in> with uploading of all relevant document not later than the time and date communicated by the department or extended date thereof.
- 14.4. PRE-TENDER/PRE-BID CONFERENCE
- 14.4.1. A Pre-Bid conference shall be held on the date and location given in the NIT.
- 14.4.2. The purpose of conference will be to clarify issues and to answer the question on any matters that may be raised at that stage.
- 14.4.3. The tenderer is requested to submit any question in writing or fax or email, to reach the employer not later than the last date of seeking clarification as mentioned in key details.
- 14.4.4. The text of the questions raised by the bidders and the response given will be transmitted without delay to all purchasers of the bidders documents. Any modification of tender documents, which may become necessary as result of the Pre Bid Conference, shall be made by the employer exclusively the issue of an Addendum/clarification/corrigendum.
- 14.4.5. Non attendance at the Pre-tender/Pre-bid meeting will not be a cause for disqualification of a bidder.

#### 15.0 SUBMISSION OF BIDS

- 15.1 The tenders will be submitted online only at web site <http://eproc.rajasthan.gov.in>. In no case tender will be submitted physically.
- 15.2 ONLINE SUBMISSION :-
- 15.2.1 Tenderer shall submit their tender in electronic format digitally signing the same. Tenderer (authorised signatory) shall submit their offer on-line in Electronic formats both for Technical and Financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form, E-tender Processing Fee & Bid Security). However, the original financial instrument for Cost of Bid Form, E-tender Processing Fee & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIT.
- Executive Director (Traction and E&M)  
4<sup>th</sup> Floor, Admin Building, Metro Train Depot,  
Bhripath, Mansarovar, Jaipur – 302020
- 15.2.2 All pages of tender document and the addendums/amendments uploaded by the JMRC on the website <http://eproc.rajasthan.gov.in> shall be deemed to have been initialled and accepted by the persons signing the bid when they submit their electronic bid.
- 15.2.3 The documents listed in ITT along with the addenda uploaded till the date of tender submission, shall be





filled by the tenderer to bind the tenderer to the contract. All the pages of the tender and documents shall be digitally signed.

- 15.2.4 The uploaded documents for technical-bid or earnest money or tender fee or processing fee or any other document required for e-tendering cannot be changed after closing date of tender and same documents are to be produced in original physical form in the office whenever asked to do so.
- 15.2.5 Utmost care be taken to name the files/documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. All Tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialled/initialled and dated, may be liable to rejection.
- 15.2.6 Tenders sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- 15.2.7 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

#### **16.0 LATE BIDS**

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

#### **BID OPENING AND EVALUATION**

#### **17.0 BID OPENING**

- 17.1 The bids will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also. The tenders shall be opened in two stages. In first stage the pre-qualification bid shall be opened and evaluated. The financial part shall be opened of responsive tenderers pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified tenderers.
- 17.2 In first stage, Techno Commercial Bid of the Bids will be opened. The Bidders' names, the presence (or absence) of Earnest Money, and other details such as deviations proposed in Covering letter, financial & technical eligibility etc. will be announced by the Bid Opening Committee at the time of opening or same shall be available at the web-site.
- 17.3 Preliminary Examination of Bids, the contents of the Techno Commercial Bid, documents of the individual Bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any Bid not conforming to any of these requirements may be disqualified forthwith at the discretion of JAIPUR METRO RAIL CORPORATION.
- 17.4 Financial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately by email. Tenderers are also advised to keep abreast of the website for announcement of the date.

#### **18.0 PROCESS TO BE CONFIDENTIAL**

- 18.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 18.2 Any effort by a Bidders to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the Bid.

#### **19.0 CLARIFICATION OF BIDS**

- 19.1 To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask Bidders individually for clarification of their Bids, including breakup of prices. The request for clarification and the response shall be in writing or by telefax but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of Bids in accordance with Clause 22.0 herein.



**20.0 DETERMINATION OF RESPONSIVENESS**

- 20.1 Prior to the detailed evaluation of Bids, the authorised committee of JMRC will determine whether each Bid is responsive to the requirements of the Bid documents.
- 20.2 For the purpose of this Clause, a responsive Bid is one which confirms to all the terms, conditions and specifications of the Bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidders under the Contract, or which limits in any substantial way, the Employer's rights or the Bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- 20.3 If a Bid is not substantially responsive to the requirements of the Bid documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Bidders by correction or withdrawal of the non-conformity or infirmity. However minor clarification if required may be asked from the Bidders.
- 20.4 The decision of the Engineer/Employer as to which of the Bids are not substantially responsive or have impractical / methods or Programme for execution shall be final.

**21.0 EVALUATION OF BID**

- 21.1 **The Employer will, keeping in view the contents of Clause 1.3 and 8.1.1, carry out Techno Commercial Evaluation of submitted Techno Commercial Bid to determine that the Bidders has a full comprehension of the work of the contract. Where a Bidders Techno Commercial proposals submitted has a major inadequacy his Bid will be considered to be non-complaint and will be rejected.**
- 21.2 Technically acceptable Bids will be eligible for consideration of their financial proposals (Price Bid Envelope – B).
- 21.3 The evaluation of financial proposals by the Employer / Engineer will take into account, in addition to the Bid amounts, the following factors:
- Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 22.0
  - Such other factors of administrative nature as the Employer/Engineer may consider to have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 21.4 Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in Bid evaluation.
- 21.5 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in Bid evaluation.
- 21.6 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.
- 21.7 The duly authorized Engineer / Committee reserves the right to ask for submission of the source of procurement for the materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JAIPUR METRO RAIL CORPORATION shall be at liberty to forfeit the said earnest money absolutely.

**22.0 CORRECTION OF ERRORS**

- 22.1 The original financial Bid or the revised financial Bid as the case may be, of all qualified bidders determined responsive will be opened at a date notified to all qualified bidders. The authorized Bid opening committee of JAIPUR METRO RAIL CORPORATION, Jaipur will open the price bid. Errors will be corrected by the Employer / Engineer as follows:
- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.





- 22.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected and the Bid Security forfeited.

#### **AWARD OF CONTRACT**

#### **23.0 AWARD CRITERIA**

- 23.1 Subject to Clause 9.3 and 21.0, the Employer will award, the Contract to the Bidders, whose Bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the Bid documents.

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

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

#### **25.0 NOTIFICATION OF AWARD**

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

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

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

#### **26.0 SIGNING OF AGREEMENT**

- 26.1 The Employer shall prepare the Agreement in the Performa (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance, the successful Bidders will be required to execute the Contract Agreement (or just after clearance of performance guarantee by bank).

#### **27.0 PERFORMANCE SECURITY**

- 27.1 Within 15 days of receipt of the letter of Acceptance the successful Bidders shall furnish performance Security @ 10% of the estimated cost, as per clause 4.2 of General Conditions of Contract. If bidder choose to submit BG as performance security, the form of Bank Guarantee should be as per Form D of ITB.

- 27.1.1 The Bank guarantee (BG) submitted by the contractor should be sent to **ED (Traction and E&M), JMRC**, 4<sup>th</sup> Floor, Administrative Building, Bhriugu Path, Mansarovar, Jaipur- 302020 by the issuing bank under Registered Post.

- 27.1.2 In case the original BG is submitted through the contractor, the issuing bank should requested to immediately send by Registered Post an unstamped duplicate copy of the bank guarantee directly to **ED (Traction and E&M), JMRC**, 4<sup>th</sup> Floor, Administrative Building, Bhriugu Path, Mansarovar, Jaipur- 302020.

#### **28.0 Cancellation of Letter of Acceptance (LOA) and Form of Bid**

- 28.1 In case successful Bidders 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 shall be forfeited.

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

| Sl. No. | Document   | No. of sets to be submitted | Reference to Clause No. of Instructions to Bidders |
|---------|--|-----------------------------|--|
|         | <b>BID PACKAGE COMPRISING OF:</b>  |                             |  |
| 1       | Bid documents including addendums/amendments – <b>In Envelope A</b>  | One in Original             | 8.1.1  |
| 2       | Power of attorney for individuals signing on behalf of Company/Firm or Power attorney in favour of the leading member of Joint venture/Consortium – <b>In Envelope A</b>   | One in Original             | 13.0   |
| 3       | Bid cost instrument (Non refundable) (in case of downloaded tender) – <b>In Envelope A</b>   | One in Original             | 1.1 & 8.1.1 (a)                                    |
| 4       | Bid security instrument – <b>In Envelope A</b>   | One in Original             | 8.1.1 (b) & 12.0                                   |
| 5       | Annexure B, A1, B1 – <b>In Envelope A</b>  | One in Original             | 8.1.1 (d) (vi)                                     |
| 6       | Form T-I, T-II, T-V – <b>In Envelope A</b>   | One set in Original         | 8.1.1  |
| 7       | <div style="display: flex; justify-content: space-between;"> <div> i. PAN No. as per Income tax act<br/> ii. PF registration No.<br/> iii. GST registration No. –<br/> iv. Valid Electrical license to work in Rajasthan </div> <div style="text-align: center;"> <b>In<br/>Envelope<br/>A</b> </div> </div> | Self Attested Copy          | 8.1.1 (c)  |
| 8       | Statement of deviations from Bid Documents (Form C) – <b>In Envelope A</b>   | One in Original             | 8.1.1 (c) & 20.2                                   |
| 9       | Form of Bid and Appendix thereof (Form A) – <b>In Envelope A</b>   | One in Original             | 8.1.1 (i)  |
| 10      | Copies of all the documents to satisfy the eligibility criteria – <b>In Envelope A</b>   | Self Attested Copies        | 8.1.1 (j)  |
| 11      | Undertaking regarding eligibility criteria – <b>In Envelope A</b>  | One set                     | 8.1.1 (k)  |
| 12      | Any other documents, contractor deem fit but not the financial Bid – <b>In Envelope A</b>  | Self Attested Copies        | 8.1.1 (m)  |
| 13      | Bill of Quantities – <b>In Envelope B</b>  | One in Original             | 8.1.2 & 8.2  |

*dy*



**INDEX ON  
PROFORMA OF FORMS**

**1. PROFORMA OF FORMS GENERAL**

(Items (iv) (v) applicable only for successful Bidders)

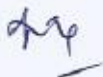
**FORM**

- |   |   |
|---|---|
| i. Form of Bid with Appendix                          | A |
| ii. Performa for Statement of Deviations              | C |
| iii. Form of Performance Security (Guarantee) by Bank | D |
| iv. Form of Agreement                                 | E |

**2. PROFORMA OF FORMS - QUALIFICATION PARTICULARS**

**FORM**

- |                        |      |
|------------------------|------|
| i. General Information | T-I  |
| ii. Experience Record  | T-II |
| v. Financial Data      | T-V  |



**FORM OF BID**

- Note i. The Appendix forms part of the Bid  
 ii. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

**Name of Work : "Rate Contract for Repairing of Submersible Pumps (Borewell) installed at various locations of JMRC Phase -1A"**

To,

ED (Traction and E&M),  
 JMRC, 4<sup>th</sup> Floor, Administrative Building,  
 Bhriugu Path, Mansarovar, Jaipur- 302020

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 amount indicated in BOQ.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. We undertake, if our Bid is accepted, the time of completion of contract is one year which may be extended further for 3 months on mutual acceptance on same terms and conditions of contract.
3. If our Bid is accepted, we will furnish at our option a Performance security for the due performance of the Contract. The amount and form of such security will be in accordance with Clause 4.2 of the General Conditions of the Contract.
4. We have independently considered the Clauses 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.
5. We agree to abide by this Bid for a minimum period of 90 days (for subsequent years, as per clause 11.0 of ITB) 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.
6. 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.
7. 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.
8. 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.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. 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 authorised to sign

Bids for and on behalf of .....


Address .....

Witness - Signature .....

Name .....

Address .....

Occupation .....





## APPENDIX TO THE FORM OF BID

Condition of  
Contract/  
Clause No.

- |      |  |                                    |
|------|--|------------------------------------|
| i.   | Amount of Bank Guarantee as Performance Security           | Clause 27 of ITB/clause 4.2 of GCC |
| ii.  | Contract Period  | As per NIB                         |
| iii. | Penalty for Non completion of work or poor quality of work | Clause 15.4 of SCC                 |

Signature of authorized  
Signatory on behalf of BiddersDate.....  
Place.....Name.....  
Address.....

**PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are the particulars of deviations from the requirements of the Bid specifications.

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

The following are the particulars of deviations from the requirements of the "Instruction to Bidders", "General Condition of Contract" and "Special Conditions of Contract".

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

Signature of Bidders

**NOTE**

- Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
- The Bidders shall indicate price adjustment against each deviation, which he shall like to add to the Bid price for withdrawing unconditionally his deviations if the same are unacceptable to the Employer.





FORM - D

PAGE 1 OF 2

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK****(Refer Clause 27.0 of "Instructions to Bidders")**

1. This deed of Guarantee made this day of \_\_\_\_\_ 2019 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 - **"Rate Contract for Repairing of Submersible Pumps (Borewell) installed at various locations of JMRC Phase -1A".** of Jaipur Metro Rail corporation (hereinafter called "the \_\_\_\_\_ Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the Contractor")
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. 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 Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of ..... Months from the date of signing of the agreement.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
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 thereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

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

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

FORM - D  
PAGE 2 OF 2

Signature of authorized Bank official

Name :

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

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

Signed, scaled and delivered

for and on behalf of the Bank

by the above named .....

In the presence of :

Witness 1.      Signature .....

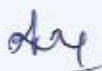
Name.....

Address .....

Witness 2.      Signature .....

Name .....

Address .....





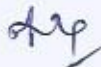
**FORM OF AGREEMENT**  
**(Refer Clause 26.0 of "Instructions to Bidders")**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 Between Jaipur Metro Rail Corporation Limited, Administrative Building, Mansarovar Depot, Bhargu Path, Mansarovar, Jaipur 302020 hereinafter called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that certain Works should be executed, viz **"Rate Contract for Repairing of Submersible Pumps (Borewell) installed at various locations of JMRC Phase -1A"** of Jaipur Metro Rail corporation Limited hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

**Now THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) Letter of acceptance
  - (b) General Conditions of Contract
  - (c) Special Conditions of Contract
  - (d) Notice Inviting Bid
  - (e) Specifications
  - (f) Bill of Quantities
  - (g) Form of Bid with Appendix
  - (h) Addendums, if any
  - (i) Other conditions agreed to and documented as listed below:
    - (i) Statement of deviations (if applicable)
    - (ii) Any other item as applicable
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\* \_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs \_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. **OBLIGATION OF THE CONTRACTOR**  
 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.



FORM - E

PAGE 2 OF 2

## 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 Contractor

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 Contractor

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said \_\_\_\_\_

By the said \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

on behalf of the Contractor in the presence of  
Witness \_\_\_\_\_on behalf of the Employer in the presence of  
Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Note :

- \* To be made out by the Employer at the time of finalization of the Form of Agreement.
- \*\* Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.





## GENERAL INFORMATION

## Notes:

- (i) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.
1. Names of participating members  
(a) .....
2. Address, telephone, telefax, cable numbers
- | Registered Office | Office for correspondence |
|-------------------|---------------------------|
| (a) .....         |                           |
| (b) .....         |                           |
| (c) .....         |                           |
3. Contract person's address, telephone etc.
- (a) .....
- (b) .....
- (c) .....



FORM T-II

PAGE 1 OF 1

**EXPERIENCE RECORD**

1. Details of contract regarding electrical works etc.

| Sl. No. | Period | Details of work completed | Total Cost of work in Rs. | Remarks |
|---------|--------|---------------------------|---------------------------|---------|
| (1)     | (2)    | (3)                       | (4)                       | (5)     |
|         |        |                           |                           |         |

Notes:

- (i) Details submitted in any other proforma will not be considered.
- (ii) The details of work including the cost of the work should be supported by self attested copy of each client's certificates issued by an officer not below the rank of Executive Engineer.
- (iii) Additional pages may be attached if required.
- (iv) All the pages must be signed by the authorized signatory of the Bidders.





**FINANCIAL DATA****(Refer Clause 8.1.1)**

Total value of Contract for Electrical Works during the period 2015-2016 to 2017-2018

| No. | Description              | Year 2015-2016 | Year 2016-2017 | Year 2017-2018 |
|-----|--------------------------|----------------|----------------|----------------|
| (1) | (2)                      | (3)            | (4)            | (5)            |
| 1.  | Total Value of work done |                |                |                |



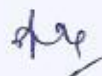
**FINANCIAL DATA**

(Refer Clause 8.1.1)

| Name of the applicant<br>(constituent member in case of Group) | Total number of works in hand | Number of contracts of each type |  | Number for which applicant went in for |            | Number of contracts in which date of completion given in the original has already burst | **Total value of balance works yet to be done in Rupee equivalent as on 31/03/2018 |           |           |
|--|-------------------------------|----------------------------------|--|--|------------|---|--|-----------|-----------|
|  |                               |                                  |  | Arbitration                            | litigation |   | 2015-2016  | 2016-2017 | 2017-2018 |
|  |                               |                                  |  |  |            |   |  |           |           |

\* Applicant should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.

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





**SECTION - 4**  
**SPECIAL CONDITIONS OF CONTRACT**

**CONTENTS**

**Special Conditions of Contract**

| <b>Clause</b> | <b>Description</b>                                       |
|---------------|--|
| 1.            | Special Attention  |
| 2.            | Right Of Way   |
| 3.            | Coordination With Other Contractors.                     |
| 4.            | Sufficiency Of Bid                                       |
| 5.            | Notices And Instructions                                 |
| 6.            | Responsibility For Specifications, Design And Drawings   |
| 7.            | Supply Of Materials, Tools And Equipment By The Employer |
| 8.            | Use And Care Of Site                                     |
| 9.            | Duties, Taxes, Octroi, Royalty Etc.                      |
| 10.           | Sales Tax Clearance Certificate                          |
| 11.           | Housing Facilities                                       |
| 12.           | Supply Of Water And Electric Power                       |
| 13.           | Access Roads And Haul Roads                              |
| 14.           | Deduction To Be Made From The Contractors Bill           |
| 15.           | Security Measures  |
| 16.           | Ecological Balance                                       |
| 17.           | Payment  |
| 18.           | Noise and Disturbance/Pollution.                         |
| 19.           | Advances   |
| 20.           | Price Variation  |
| 21.           | Insurance Cover  |
| 22.           | Right to vary quantity                                   |
| 23.           | Provisions for Operation of Rate Contract                |
| 24.           | Defect Liability Period (DLP) Terms and Conditions       |
| 25.           | Refund of Performance Guarantee                          |



## SPECIAL CONDITIONS OF CONTRACT

### 1.0 SPECIAL ATTENTION

- 1.1 The Contract will be awarded to the Bidders whose responsive Bid is determined to be the lowest evaluated Bid and who satisfies the appropriate standards of capacity and financial resources. Clause 23.0 and 24.0 of "Instructions to Bidders" may be referred to in this connection.
- 1.2 Rates should be quoted in a such a way that last three digit of estimated cost of items does not match with last three digits of quoted rates of that items. This has been done to avoid tie.

### 2.0 RIGHT OF WAY

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

### 3.0 COORDINATION WITH OTHER CONTRACTORS

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

### 4.0 SUFFICIENCY OF BID

- 4.1 The Bidders shall be entirely responsible for sufficiency of rates quoted by him in his Bid.
- 4.2 The Contractor (Successful Bidders) shall be paid for only at quoted/accepted rates for the activities given in the schedule of work "Annexure" - A.

### 5.0 NOTICES AND INSTRUCTIONS

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

### 6.0 RESPONSIBILITY FOR SPECIFICATIONS

#### 6.1 Specifications

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

### 7.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

- 7.1 No material, tools, and equipment shall be supplied by the Employer. The Contractor has to arrange all tools, equipment, nothing extra shall be payable to the Contractor on this account. The contractor should have the capacity to keep the equipments in good fettle.

### 8.0 USE AND CARE OF SITE

- 8.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in-charge.
- 8.2 All garbage/debris shall be removed from site as they accumulate. All garbage/debris shall be disposed to the approved Jaipur Nagar Nigam locations in covered position. The transportation for disposing the debris shall also be arranged by the contractor. The Waste disposal shall be done in sealed condition without affecting the Environment.
- 8.3 All Electrical Works shall be done under the supervision of an authorized representative of JMRC.
- 8.4 Accidents; - It shall be the entire responsibility of the contractor to adopt all the safety measures in deploying personnel who are adequately trained in safety. If any accident occurs due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

### 9.0 DUTIES, TAXES, OCTROI, ROYALTY ETC

- 9.1 The rates quoted by the Bidders 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.
- 9.2 The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.

### 10.0 GST CERTIFICATE

- 10.1 If the Contractor is a GST assesses, he should produce a valid GST registration Certificate before payment of final bill; otherwise, final payment to the Contractor will be withheld.





**11.0 HOUSING FACILITIES**

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

**12.0 SUPPLY OF WATER AND ELECTRICITY**

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

**13.0 ACCESS ROADS AND HAUL ROADS**

The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.

**14.0 DEDUCTIONS TO BE MADE FROM CONTRACTORS BILL**

- 14.1 Tax deduction at source 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 etc.

**15.0 SECURITY MEASURES**

- 15.1 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 15.2 Contractors employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots other safety/protection wear as directed by in charge, and to be provided by the Contractor. Badges shall identify the Contractor and show the employees name and number and shall be worn at all times while at site.
- 15.3 Only authorized staff of Contractor having proper photo Identity Card issued by the contractor and with Permission granted by JMRC, shall be permitted to work for contract for electrical works.

**16.0 ECOLOGICAL BALANCE**

- 16.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his works, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.
- Where destruction, scarring, damage or defacing may occur as a result of electrical works, the same shall be repaired, replanted or otherwise corrected at Contractors expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.
  - All trees and shrubbery, which are not specifically required to be cleared or removed for works purposes, shall be preserved and shall be protected from any damage that may be caused by Contractors works and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Incharge. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his works. The term injury shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.
  - In the conduct of electrical activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.
- 16.2 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.



**17.0 PAYMENT**

- 17.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- 17.2 The payment shall be made after satisfactory completion of individual work.
- 17.3 If any work/item not carried out as per the specification of the work the proportion amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill.
- 17.4 The contractor shall submit necessary documents and Bill in the standard format for payment.

**18.0 NOISE AND DISTURBANCE/POLLUTION**

- 18.1 All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.
- Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

- 19.0 **ADVANCES:** No advances shall be paid to the Contractor

**20.0 PRICE VARIATION CLAUSE**

No price variation during the agreement period / extended period of agreement.

**21.0 Contractor shall be responsible for insurance cover under the following requirements:**

- a) All of the contractor staff shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the workmen's compensation act for the contractor's staffs are not covered by the ESI and shall arrange ESI coverage on priority.
- b) The contractor shall insure against liability to third parties in the joint name of the Employer, and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer), staff of other contractor working in the premises, which may arise out of the performance of the contract.

**22.0 Right to vary quantity –**

- 1) 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.
- 2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- 3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities 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; and
  - b. 50% of the value of goods or services of the original contract.

**23.0 Provisions for Operation of Rate Contract -**

- 23.1 This is a running rate contract which shall be valid for one year from the date of award/ LOA of rate contract. However the validity of rate contract may be extended for further six months on mutual consent of contractor and JMRC at the same terms and conditions.
- 23.2 Formal agreement shall be signed after unconditional acceptance of award letter by contractor.
- 23.3 The work is to be carried out any where in Jaipur city in the jurisdiction of JMRC.
- 23.4 This is a running rate contracts so JMRC shall give Letter of Indent (LOI) to execute the miscellaneous electrical works as and when required during the currency of contract. The contractor has to execute the given works as per the specifications and running contractor's bills shall be paid by JMRC. The proper account of the work done item-wise/LOI shall be maintained in a register by Manager (Traction/E&M).
- 23.5 The firm has to submit field service report of the work done duly signed by the designated staff of JMRC.



- 23.6 Contractor should handover the material as well as inventories to the concerned department of JMRC. All the material will be under the charge of contractor till it is completed and handed over. Safe custody of material shall be the firms responsibility even if any running payments have been made for material brought at site or installed. However, no material shall be removed from site without written permission of Engineer in charge.
- 23.7 It is the duty of the contractor to get the layout drawing from the Manager(Tr./E&M)/JMRC well in time after receipt of the LOI/ requisition of the work. Contractor should submit the final as built drawing before final payment of the individual work.
- 23.8 Minor repair/dismantling of civil work etc. should be done by the contractor without any extra cost.
- 23.11 Contractor should make liaison with concerned department/other contractor for execution of work.
24. **Defect Liability Period (DLP) Terms and Conditions -**
- 24.1 The DLP is six month for the individual works which shall be reckoned from the date of completion of the individual work as recorded by the Engineer - in-charge.
- 24.2 The defects related with inferior quality of goods/ workmanship, according to the specification of the works, shall be covered under DLP.
- 24.3 **Repair and replacement :** The items covered under DLP shall be replaced and/or repaired as directed by the Engineer-in-charge without any extra cost.
- 24.4 **Time Period for Repair/Replacement :** The Engineer-in-charge soon after defect arises shall notify to the contracting agency and/or his authorized representative on phone and in writing for rectification of the defect within the prescribed period which may be in hours/days and depends on the gravity and severity of defect.
- 25 **Refund of Performance Guarantee –**  
The performance guarantee shall be refunded after six months of the completion date of rate contract as recorded by Engineer-in- charge.



## Section - 5

**SPECIFICATIONS FOR ELECTRICAL WORKS**

1. The work shall be carried out as per the nomenclature of items in BSR for Electrical Works 2013 of Public Works Department (PWD), Rajasthan. The contractor should follow the Current Specifications in Rajasthan PWD Electrical Works and latest IS Standards and Indian Electricity Rules as amended up to date.
2. The work shall be supervised by a qualified overseer/ engineer.
3. The layout of the work will be given by the Engineer-in-charge or his duly authorized representative at site of work.
4. The Accessories/Materials used should be of approved makes as per BOQ and ISI Marked.
5. Wiring shall be done with color coding as per specification and ferruling should be done for light and power circuit at both distribution board ends and at switch board without extra cost.
6. All the sample of the material/ accessories/wiring etc is to use on the work should be got approved from the Engineer-in-charge before using on the work. Any inferior material found used at the site will have to be replaced by the contractor at this own cost. Proper quality and workmanship is to be maintained by the Contractor.
7. The contractor shall submit the test reports of the items of the concerned manufactured if required and shall assist department in quality control test checking.
8. All conduit work will be carried out in recessed conduit/ surface conduit as per the direction of Engineer-in-charge.
9. Separate conduits shall be provided for followings.
  - a. Power plug wiring.
  - b. Light and Fan point wiring.
  - c. Emergency Light point wiring.
  - d. Telephone wiring.
  - e. Fire detection and alarm.
10. The contractor will have to give the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
  - a. Earth test.
  - b. Polarity test.
  - c. Insulation test.
  - d. Earth continuity test of recessed conduit.
11. Any damage done to the building by the contractor during the execution of work shall have to be made good at his cost & risk. If he does not it himself within a reasonable time as determined by the Engineer-in-charge the same will be got executed at his risk & cost departmentally after giving notice to him.
12. The circuit wiring at various places shall be kept minimum by taking the runs on walls.
13. All the sub distribution boards, sub main boards and main boards shall be sign written clearly indicating the number of distribution board, the type of load it is serving and the number of circuits contained in the distribution board.
14. While making the end connection of wires, no strand shall be out and the termination of wire shall be done with necessary lugs and ferrule by crimping method without any extra payment.
15. The termination of conduits etc. in the junction box to be provided above DB should be done by making proper holes instead of cutting the box.
16. The cable laying shall be as per Rajasthan PWD specification.
17. The route for the cable laying should be gets approved from the Engineer-in-charge.
18. All cable joints should be done in presence of Engineer-in-charge or his authorized representative. The LT joints should be done with crimping method and will make lugs/ferrules should only be used.
19. The measurement of the cable will be done from the top of the one cable and control box to the top of the other cable and box.





20. The earthing (wherever applicable) should be done in the presence of the Engineer-in-charge or his authorized representative.
21. Any damage done to the building during the erection will have to be made good to the entire satisfaction of Engineer-in-charge.
22. Under ground cable of 1.1 KV grade should be subjected to pressure/insulation test before & after laying to the same in the ducts and in case of unsatisfactory tests the cost of all repairs and replacement & all extra work of removal and relaying will have to be made good by the contractor at his own cost and risk.
23. Schedule of work should be carefully read before quoting if any deviation regarding any item is proposed should be clearly indicated in the tender particularly the type of the cable should be specified.



**Certificate**

This is certify that the information/details given at the time of Techno-Commercial Bid in the Bid document for qualification for the work of **"Rate Contract for Repairing of Submersible Pumps (Borewell) installed at various locations of JMRC Phase -1A"** still holds good. If there is any change in the informations /details the same would be required to be submitted.

Signature of Bidders

## Note:

1. If change is proposed in the personnel for the work the new personnel should be of same or higher calibers.
2. If change is proposed in the machinery and equipment for the work, the new machinery and equipment should be of same or higher capacity.
3. Irrespective of the above information as asked in various performs & otherwise in this Bid the information will have to be submitted.





## 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.

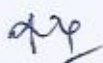
**Conflict of Interest:-**

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.

Signature of Agency ( Authorized Signatory )



## 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:

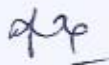
Signature of bidder

Place:

Name:

Designation:

Address:





Tender Inviting Authority: ED(TRACTION AND E&amp;M)

Name of Work: . Rate Contract for Repairing of Submersible Pumps (Bore well) installed at various locations of JMRC Phase 1A.

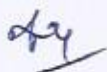
Contract No: JMRC/O&amp;S/EL/2018-19/NIB/023

Name of the Bidder/  
Bidding Firm / Company  
:**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| NUMB<br>ER # | TEXT #  | NUMB<br>ER # | TEXT # | NUMBER<br>#  | NUMB<br>ER | NUMBER        | NUMBER<br>#  | NUMB<br>ER #                             | TEXT #                   |
|--------------|---|--------------|--------|--|------------|---------------|--|--|--------------------------|
| Sl.<br>No.   | Item Description                                      | Quant<br>ity | Units  | BASIC<br>RATE In<br>Figures<br>To be<br>entered<br>by the<br>Bidder<br>Rs. P | GST<br>%   | GST<br>Amount | TOTAL<br>AMOUN<br>T<br>Without<br>Taxes<br>in<br>Rs. P | TOTA<br>L<br>AMOU<br>NT<br>With<br>Taxes | TOTAL AMOUNT<br>In Words |
| 1            | 2   | 4            | 5      | 13   | 14         | 15            | 53   | 54                                       | 55                       |
| 1            | <b>Repairing of 3.0 HP Submersible/Borewell Pump</b>  |              |        |  |            |               |  |  |                          |
| 1.01         | 3.0 H.P. motor rewinding                              | 6            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 1.02         | Replacement of Motor Bush and Rotor Grading           | 6            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 1.03         | Replacement of Bearing plate                          | 6            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 1.04         | Motor Pump Repairing per stage                        | 6            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 1.05         | Motor Pump Service Charge                             | 6            | Job    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 2            | <b>Repairing of 5.0 HP Submersible/Borewell Pump</b>  |              |        |  |            |               |  |  |                          |
| 2.01         | 5.0 H.P. motor rewinding                              | 5            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 2.02         | Replacement of Motor Bush and Rotor Grading           | 5            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 2.03         | Replacement of Bearing plate                          | 5            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 2.04         | Motor Pump Repairing per stage                        | 5            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 2.05         | Motor Pump Service Charge                             | 5            | Job    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 3            | <b>Repairing of 10.0 HP Submersible/Borewell Pump</b> |              |        |  |            |               |  |  |                          |
| 3.01         | 10.0 H.P. motor rewinding                             | 1            | Nos.   |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 3.02         | Repalcement of Motor Bush and Rotor Grading           | 1            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 3.03         | Replacement of Bearing plate                          | 1            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 3.04         | Motor Pump Repairing per stage                        | 1            | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 3.05         | Motor Pump Service Charge                             | 1            | Job    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 4            | <b>Repairing of Submersible Pump Panel</b>            |              |        |  |            |               |  |  |                          |
| 4.01         | Submersible Pump Panel relay replacement              | 10           | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |
| 4.02         | Submersible Pump Panel Contactor replacement          | 10           | Nos    |  |            | 0.00          | 0.00   | 0.00                                     | INR Zero Only            |

|      |  |      |       |  |  |      |      |      |               |
|------|--|------|-------|--|--|------|------|------|---------------|
| 4.03 | Submersible Pump Panel Switch replacement  | 10   | Nos   |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 4.04 | Connection Plate   | 10   | Nos   |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 4.05 | Labour Charges   | 10   | Job   |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5    | <b>Spares Parts List, If Required</b>  |      |       |  |  |      |      |      |               |
| 5.01 | 2 Inch 1 piece G.I. Pipe (20 feet) (Make: Zindal, Tata)  | 50   | Feet  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.02 | 1.5 Inch 1 piece G.I. Pipe (20 feet) (Make: Zindal)  | 50   | Feet  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.03 | 2 Inch HDP Pipe (for 6kg Pressure)   | 50   | Feet  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.04 | 1.5 Inch HDP Pipe (for 8kg Pressure)   | 50   | Feet  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.05 | ISI marked P.V.C. insulated 4.0 sq. mm 3 core flat/Round submersible cable confirming to IS:694 with flexible copper conductor (Make: L&T)   | 400  | Meter |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.06 | ISI marked P.V.C. insulated 6.0 sq. mm 3 core flat/Round submersible cable confirming to IS:694 with flexible copper conductor (Make: L&T)   | 250  | Meter |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.07 | 2 Inch UPVC column Pipe (Make: Aashirvad)  | 40   | Feet  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.08 | 1.5 Inch UPVC column Pipe (Make: Aashirvad)  | 40   | Feet  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.09 | Rope 18 mm (For Lifting Pump in Bore) Plastic  | 1000 | Feet  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.1  | SITC of radial /mixed flow submersible motor pump sets ISI marked (IS:8034-1989) of approved make with required accessories including making connection suitable for T.W./D.C.B./open well. The job includes lowering of riser pipe, G.I./H.D.P.E. pipe with rope, cables, installation of complete fitting and accessories, jointing of electrical cable cables up to switch board. all labour for testing of submersible pumps set and supply of water to water mains, complete in all respect. 100 mm diameter Submersible pump shall have following HP Rating, phase, Head, minimum discharge respectively. 3.0 HP, 3-Ø, (33-90)Mtr, (166-60)LPM 3.0 HP 25 TP Motor - Pump (Make: KSB, Kirloskar, Crompton Greaves)  | 6    | Nos.  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.11 | SITC of radial /mixed flow submersible motor pump sets ISI marked (IS:8034-1989) of approved make with required accessories including making connection suitable for T.W./D.C.B./open well. The job includes lowering of riser pipe, G.I./H.D.P.E. pipe with rope, cables, installation of complete fitting and accessories, jointing of electrical cable cables up to switch board. all labour for testing of submersible pumps set and supply of water to water mains, complete in all respect. 100 mm diameter Submersible pump shall have following HP Rating, phase, Head, minimum discharge respectively. 5.0 HP 25 TP Motor - Pump (Make: KSB, Kirloskar, Crompton Greaves) 5.0 HP, 3-Ø, (55-150)Mtr, (166-60)LPM | 4    | Nos.  |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |





|                             |  |    |      |  |  |      |      |      |               |
|-----------------------------|--|----|------|--|--|------|------|------|---------------|
| 5.12                        | SITC of radial /mixed flow submersible motor pump sets ISI marked (IS:8034-1989) of approved make with required accessories including making connection suitable for T.W./D.C.B./open well. The job includes lowering of riser pipe, G.I/H.D.P.E. pipe with rope, cables, installation of complete fitting and accessories, jointing of electrical cable cables up to switch board. all labour for testing of submersible pumps set and supply of water to water mains, complete in all respect.<br>150 mm diameter Submersible pump shall have following HP Rating, phase, Head, minimum discharge respectively. 7.5 HP, 3-Ø, (65-135)Mtr, (240-115)LPM 7.5 HP 15 TP Motor - Pump (Make: KSB, Kirloskar, Crompton Greaves)  | 1  | Nos. |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.13                        | SITC of radial /mixed flow submersible motor pump sets ISI marked (IS:8034-1989) of approved make with required accessories including making connection suitable for T.W./D.C.B./open well. The job includes lowering of riser pipe, G.I/H.D.P.E. pipe with rope, cables, installation of complete fitting and accessories, jointing of electrical cable cables up to switch board. all labour for testing of submersible pumps set and supply of water to water mains, complete in all respect.<br>150 mm diameter Submersible pump shall have following HP Rating, phase, Head, minimum discharge respectively. 10.0 HP, 3-Ø, (93-200)Mtr, (240-60)LPM 10.0 HP 13 TP Motor - Pump (Make: KSB, Kirloskar, Crompton Greaves) | 1  | Nos. |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.14                        | Starter TP 3.0 HP, Make L&T  | 6  | Nos. |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.15                        | Starter TP 5.0 HP, Make L&T  | 4  | Nos. |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 5.16                        | Starter TP 10.0 HP, Make L&T   | 1  | Nos. |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| 6                           | <b>Motor Pump Lowering and Delowering</b>  | 12 | Nos. |  |  | 0.00 | 0.00 | 0.00 | INR Zero Only |
| <b>Total in Figures</b>     |  |    |      |  |  |      | 0.00 | 0.00 | INR Zero Only |
| <b>Quoted Rate in Words</b> | INR Zero Only  |    |      |  |  |      |      |      |               |

Note:-

- The Bidders shall quote the rates including the cost of material, man power, tools and plants etc., including all Statutory Charges, Taxes, duties, profit margin etc. Amount quoted above is inclusive of all technical support charges, levies, charges except GST which are to be quoted separately in rupees in the relevant column of the financial bid. The quoted amount also includes any other legal liabilities which may be in force at present or may arise in future etc., Nothing will be paid extra by the Corporation in addition to the above quoted bid amount.

Signature of the contractor with Seal

Above (default)