3<sup>rd</sup> Floor, RAJSICO Building, Udhyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 CIN: U60221RJ2010SGC030630



Tel: No. 0141- 2822250 Fax: 0141-2822251

Website: http://transport.rajasthan.gov.in/jmrc; email: dp@jaipurmetrorail.in

### SECTION-1. REQUEST FOR QUOTATION

Title: Independent Third Party Checking of Selection / Control tables of Train Control & Signaling System for JMRC Phase-1B

Source of Funding: JMRC

Date of Issue of Request: 06.02.2019

RFQ Ref: JMRC/Phase (1B)/Control Table

Dear Sir,

JAIPUR METRO

1. The Jaipur Metro Rail Corporation (Employer) hereby requests you to submit price quotation(s) for providing the following services:-

Independent Third Party Checking of Selection/Control tables of Train Control & Signaling System for JMRC Phase-1B consists of Underground section from Chandpole Station to Badi Chauper Station with two underground stations on this section Choti Chaupur and Badi Chaupar (approx. 2Km).

To assist in the preparation of your price quotation, the necessary requirements, specifications, bill of quantities and scope etc. with necessary forms for submitting the quotation are enclosed.

- 2. The quoting agency must fulfill the requirements specify in Section-6 (ToR).
- 3. The following mentioned documents are included -

SECTION 1 - Request for Quotation

SECTION 2 - Contract Agreement

SECTION 3 - Price Quotation

SECTION 4 - Bill of Quantities

SECTION 5 - Letter of Acceptance

SECTION 6 - Terms of Reference [ToR]

4. RFQ documents may be downloaded from JMRC portal commencing from 06.02.2019

The proposal is to be submitted to the Employer by 18.02.2019 before 15:00Hrs at the address as under-

Director Project

Jaipur Metro Rail Corporation Limited,

RAJSICO Building, Udhyog Bhawan,

C-Scheme, Floor/Room number: 3rd Floor,

Jaipur (Rajasthan) Postal Code-302005

Country: India.

Telephone: 0141-2822250, Fax: +91-141-2822251,

E-mail address: dp@jaipurmetrorail.in, gmst@jaipurmetrorail.in

5. Offer shall be valid for a period of 90 days from the latest date of submission.

6. The Technical offer and Price quotation in two copies (Original and duplicate) are to be submitted in a single sealed envelope. RFQ Notice no. & date/ time of opening to be superscribed as "ORIGINAL" and "DUPLICATE" on envelope. Both technical offer & price quotation shall be opened on the same time by Employer authority. The award of work shall be done after scrutiny & evaluation of RFQ on least cost basis.

RFQ for Independent Third Party Checking of Selection/Control tables for JMRC Phase-1B

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7. The quotation in the relevant form duly signed & sealed, along with other required documents shall be submitted in single envelope. The envelope must be addressed to and delivered at the following address:

Director (Project)
Jaipur Metro Rail Corporation Limited,
RAJSICO Building, Udhyog Bhawan,
C-Scheme, Floor/Room number: 3rd Floor,
Jaipur (Rajasthan) Postal Code-302005
Country: India.

Telephone: 0141-2822250, Fax: +91-141-2822251,

E-mail address: dp@jaipurmetrorail.in, gmst@jaipurmetrorail.in

8. The quotation shall be for the services / works and based on the unit and total price indicated in the filled-in Bill of Quantities for a fixed unit rate contract (for a lump sum contract replace Bill of Quantities with Priced Activity Schedule). The currency of the quoted prices and payment shall be the currency of the Employer's country (Indian National Rupees). The quotation shall include all duties, taxes, and other levies including GST (GST Component details to be shown separately) payable by the quoting agency in accordance with the local laws & specified in ToR. The quotation shall be signed by authorized representative of the agency. Without a signature on the Form of Quotation, quotation will not be considered further.

The Employer will award the contract to the quoting agency whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest evaluated price quotation. A quotation is not substantially responsive if it contains deviations or reservations to the terms, conditions, requirements and specifications in this Request for Quotation and it will not be considered further. The Employer will evaluate and compare only the quotations determined to be substantially responsive.

- 9. In evaluating the quotations, the Employer will adjust for any arithmetical errors as follows:
  - (a) if there is a discrepancy between amounts in figures and in words, the amount in words will govern;
  - (b) if there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

If the agency refuses to accept the correction, its quotation will be rejected.

- 10. If the agency withdraws its quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, it will be excluded from the list of contractors for the project for 2 years.
- 11. The contract will be governed by the terms and conditions detailed in ToR & elsewhere of the attached proposal.
- 12. The quoting agency whose quotation has been accepted will be notified of the award of Assessment Work through the Letter of Acceptance issued by the Employer within appropriate period or 60 days from the date of submission of quotation.

Employer / Jaipur Metro Rail Corporation



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### SECTION - 2. CONTRACT AGREEMENT

THIS AGREEMENT made on the [ insert number ] day of [ insert month ], [ insert year ],

### BETWEEN

(1) [ Jaipur Metro Rail Corporation], a corporation incorporated under the laws of [ India ] and having its principal place of business at [ address of employer ] (hereinafter called "the Employer"), and (2) [ name of contractor ], a corporation incorporated under the laws of [ country of contractor ] and having its principal place of business at [ address of contractor ] (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to Independent Third Party Checking of Selection/ Control Tables for JMRC Phase-1B and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1		
<b>Contract Documents</b>		

### 1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- A) Request for Quotation.
- B) Letter of Acceptance
- C) Price Quotation
- D) Bill of Quantities
- E) Contract Agreement
- F) Terms of Reference

### 1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents lists above, the order of precedence shall be the order in which the Contract Documen are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference Terms & Condition of Contract Clause 1)
Capitalized words and phrases used herein shall have the same meanings as an ascribed to them in the General Conditions.



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Article 2 Contract Price and Terms of Payment	2.1 Contract Price  The Employer hereby agrees to pay to the Contractor the Contract Price consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be as specified in Term of reference (Total Summary), [ amounts of local currency in words], [ amounts in figures], or such oth sums as may be determined in accordance with the terms and conditions of the Contract.
₩:	2.2 Schedule of Payment
	The terms and procedures of payment according to which the Employer was reimburse the Contractor are given in the Schedule of Payment hereto.
	Payments shall be made into a bank account, nominated by the Contractor in India rupees in a bank in India unless otherwise permitted in Terms & Condition Contract.
Article 3 Effective Date	3.1 Effective Date  The Effective Date for this Contract for commencement of work shall be the date issue of Letter of Acceptance(LOA)
	3.2 Each party shall use its best efforts to fulfill the following conditions for which it responsible as soon as practicable.
e e	(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.
Auticle 4	4.1 The address of the Employer for notice purposes, [ Employer's address ].
Article 4 Communications	4.2 The address of the Contractor for notice purposes, [ Contractor's address ].

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

Signed by, for and on behalf of the Contractor

[ Signature ]

[ Signature ]

[ Title ]

[ Title ]

in the presence of

in the presence of

[ Signature ]

[ Signature ]

[ Title ]

[ Title ]

RFQ for Independent Third Party Checking of Selection/Interlocking tables for JMRC Phase

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SECTION - 3. PRICE QUOTATION	(Date)
To:(Employer's Name)	
(Employer's Address)	
	T.I. (T. '. O. I.I.)
We offer to execute the Independent Third Party Checking of Selection/Control Signalling System for JMRC Phase-1B in accordance with the Conditions of Control Quotation for the Contract Price of (amount in words and numbers) (name of currency) . We propose to complete the works described in the Contract of months from the date of signing the Contract.	ontract accompanying this
This Quotation and your written acceptance will constitute a binding Contract between you are not bound to accept the lowest or any Quotation you receive.	en us. We understand that
We hereby confirm that this Quotation complies with the Validity of the Quotation documents.	required by the proposal
Authorized Signature:Name and Title of Signatory	
Name of Quoting agency :Address:	
Phone number	
Fax number, if any	
[A filled-in "BILL OF QUANTITIES / PRICED ACTIVITY SCHEDULE" together a calculations should be attached to Form of Quotation.]	with unit prices and total
	L CORSO



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SECTION- 4.

**BILL OF QUANTITIES (BOQ)** 

## Chandpole (CDPE) Station to Badi Chaupar Station

	حـ		Sr. No.
to Badi Chaupar)	Checking of control table for Line 1 (Chandpole to Badi Chaupar)		·
	Main Line		Main line
Badi Chaupar	Metro Railway Station		Stations
-3	1	A	No. of Interlo- cking
4	12	B	No. of Approx. Routes
		c	Unit Price of routes per version without Taxes
		D	All applicable Taxes on 'C'
		т	Total Price of routes per version with all Taxes
2	2	П	No. of iterations per version per interlocking
		G	Unit Price per iteration without Taxes
		I	Taxes on 'G'
		-	Total Price incl. with two iterations without Taxes
		<i>د</i>	Total Price incl. with two iterations with Taxes

## NOTE

- Prices are inclusive of all taxes, duties, levies, cess, incidental charges, GST etc. Anticipated routes at MRSN 12 nos. & Badi Chaupar 4 nos.
- The number of versions & iterations may be changed by employer depending upon the requirement. Payment for the over & above will be made accordingly.





(Address)

### JAIPUR METRO RAIL CORPORATION LIMITED

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### TOTAL QUOTATION AMOUNT - LUMP SUM CONTRACT

The above fixed Lump Sum Price shall be quoted as below:-

S.No.		Total quoted amounts of work.
O.I.(O.	Work Description	Rupees Amount
EW-B	Independent Third Party Checking of Selection/ Control Tables of Train Control & Signaling System for JMRC Phase-1B	
	TOTAL	
Note :- I incidenta income T	Prices are inclusive of all taxes, duties, levies, ce al charges required to fulfill the contract requirement fax etc.	ess, incidental charges, GST etc and all othe s including statutory deduction viz., TDS toward
GST Con	mponent value ( to be filled by ag	ency)
Applicab	ole GST rate ( to be filled by agenc	у)
Note:-		
	nd until a formal Agreement is prepared and executed hall form a binding Contract between us.	this RFQ together with your Letter of Acceptance
We unde	rstand that you are not bound to accept the lowest or a	ny you may receive
Yours fa	aithfully,	
(Signati	ure) Authorised Representative	
		QAIL CO/PO



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### SECTION - 5. NOTIFICATION OF AWARD

[ Employer's letterhead ]

### Letter of Acceptance

[ date ]

To: [ Name and address of the contractor ]

- 1. This is to notify you that your RFQ dated [ date ] for execution of the [Independent Third Party Checking of Selection/Control Tables of Train Control & Signaling System for JMRC Phase-1B] for the Contract Price in the aggregate of [ amounts in numbers and words ] [ name of currency ], as corrected and modified in accordance with the RFQ is hereby accepted by Jaipur Metro Rail Corporation.
- 2. Prices are inclusive of all taxes, duties, levies, cess, incidental charges, GST. You shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
- All the works will be executed in accordance with conditions, specifications & standards stipulated in the RFQ.
- 4. You shall also undertake not to use information gained in the contract for any purpose without obtaining the prior approval of employer and shall not make any public announcement or divulge any material relating to project both in India & overseas without the prior written consent of employer.
- 5. a). The date of issue of this "Letter of Acceptance" shall be treated as the "Notice to Proceed" for the purpose of this contract for the commencement of the works.
  - b). The completion period of contract will be by 30<sup>th</sup> June 2019.
- 6. This letter to acceptance shall form part of the Contract Agreement to be signed later and shall be binding as Contract Agreement till detailed agreement is signed.
- 7. The Letter of Acceptance is sent to you in duplicate. You are required to return one copy duly signed on all pages including your unconditional acceptance thereof so as to reach the undersigned within two days of issuance of this letter.

Thanking You.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:





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### SECTION - 6.TERMS OF REFERENCE (TOR)

### LIST OF ABBREVIATION

Area of Control Region **ACR AFTC** Audio Frequency Track Circuit As Low As Reasonably Possible ALARP Area of Authority AOA **ARS** Automatic Route Setting **ATO Automatic Train Operation Automatic Train Protection ATP** Automatic Train Regulation **ATR** Automatic Train Supervision **ATS** Bureau of Indian Standards BIS Continuous Automatic Train Control CATC Computer Based Interlocking CBI European Committee for Electrotechnical CENELEC Européen de Normalisation Electrotechnique) Central Equipment Room CER Commissioner of Metro Railway Safety **CMRS** Jaipur Metro Rail Corporation **JMRC** DTC Depot Traffic Controller **Electro-Magnetic Compatibility EMC** Electro-Magnetic Interference EMI

FAT Factory Acceptance Test

IHA Interface Hazard Analysis

ISA Independent Safety Assessor

EMPLOYER Jaipur Metro Rail Corporation

LAN Local Area Network

LOMA Limit of Movement Authority



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LRU	Line Replaceable Unit
ммі	Man-Machine Interface
MRTS	Mass Rapid Transit System
O&M	Operation & Maintenance
OSHA	Operation & Support Hazard Analysis
PHA	Preliminary Hazard Analysis
RAMS	Reliability, Availability, Maintainability, Safety
SAP	System Assurance Plan
scc	Special Conditions of Contract
SCADA	Supervisory Control And Data Acquisition
SHE	Safety, Health & Environment
SSHA	Subsystem Hazard Analysis
T&C	Test & Commissioning
V&V	Verification & Validation

### **CHAPTER-1**

### 1. Introduction

### 1.1 Purpose of this Document

This document describes the General Scope of Services to be provided by the quoting agency for independent checking of control table of Train Control & Signalling system. The quoting agency shall follow acceptable standards and design procedures akin of best system wherever not explicitly mentioned.

### 1.2 Brief description of Work

The checking of control table is to done as follows

### (A) Phase-1B Section (Chandpole Station - Badi Chauper Station) -

(i) No. of Interlocking stations – Two [One at Badi Chauper (Phase 1B Section) - New & One at Railway Station (In existing Phase 1A) – already under revenue operation.

There are two underground stations in Phase-1B i.e. Choti Chaupur and Badi Chaupar.

Quoting agency shall review & check the control tables in totality of above proposed sections i.e. Phase 1B, in addition to Phase-1A Control Tables of Main Line, as modifications shall occur in existing Control/Selection Tables due to commissioning of 1B section.



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Contractor of Train Control & Signalling System on this corridor is M/s Alstom Transport India Limited.

The document shall be reviewed within 10 days of receipt from Employer. The comments shall be submitted in hard copy as well in soft copy to the office of DP/JMRC or its representative.

### **CHAPTER-2**

### 2. EXTENT OF SERVICES

### 2.1 Duties and Responsibilities of the Quoting agency

The duties and responsibilities of quoting agency mainly contain but are not limited to:

- a) Receiving relevant documents from JMRC/Employer.
- b) Timely review of relevant documents. Discuss and explain to employer or its nominated Project Manager's comments/ observations.

The quoting agency shall carry out the Services in accordance with its own methods, in compliance with the provisions of the contract / Agreement. Any and all changes necessary to ensure that the Quoting agency's documents conform to the intent and purpose set out in the Agreement shall be made at the quoting agency/ Contractor's own expense.

The Quoting agency represents that it is a professional and experienced agency providing full services, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed, accuracy of calculations, and submissions. Quoting agency shall deploy the competent professional for the works.

### 2.2 Services to be provided

The Quoting agency shall deliver, on time, the review of the document provided by employer. Employer/Engineer may conduct meeting to monitor the progress of works, if required.

### **CHAPTER-3**

### 3. ORGANISATION OF THE QUOTING AGENCY

### 3.1 General

The Quoting agency shall establish an efficient organization for carrying out all services according to contract requirements.

### **CHAPTER-4**

### 4. STANDARD OF SERVICES

### 4.1General

The Quoting agency shall be responsible for the correctness and technical merit of its calculations, and all other documentation prepared by it in carrying out the services.



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The Quoting agency shall ensure that qualified and experienced staffs are employed in sufficient number and that accurate, consistent, clear and easily read documents are produced in time.

### 4.2 Documents

Documents shall be prepared by the Quoting agency in accordance with the requirements issued by the employer or its Representative.

Each document and drawing, including any provisions thereto, shall be endorsed as checked and approved prior to issue to the Employer's Representative by being initialed and dated by both originator and checker and signed by Project Manager or its authorized nominee. In addition to compliance with the requirements of the documentation, each drawing, where appropriate, shall be checked to ensure compliance with the Quoting agency's certified design calculation.

### 4.3 Certification

A certificate signed by the Project Manager of the Quoting agency or his accredited representative stating that all documents have been checked and approved in accordance with the Quoting agency's approval Q.A. Plan shall accompany all documents issued by the Quoting agency to the Employer's Representative for acceptance.

### 4.4 Responsibility

Notwithstanding acceptance by the Employer's Representative, the Quoting agency shall remain responsible for the quality of the documents.

### **CHAPTER-5**

### 5.1 SUBMISSION AND REVIEWS

The quoting agency shall submit its review within 10 days of receipt of the documents from employer. Employer shall have a right to accept or reject any and all the comments offered by the quoting agency. Payment shall not be made for rejected documents.

### 5.2 Review Submission

2 copies within 10 days of document receipt.

### 5.3 ROD Dates of respective sections under

Contract	Section	Expected ROD Date
JS02 Phase1B	Chandpole Station - Badi Chaupur Station	August'2019



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### 5.4 Time Schedule

The below given Schedule of Key Dates is for JPJS02 Phase-1B Contract (Train Control & Signalling System contract).

Key Date	Description	Choti Chaupar- Badi Chaupar Section
KD1	Submission of Preliminary Design Document	Within 8 weeks from LOA
KD2	Submission of Final Design Document	Within 15 weeks from LOA
KD3	Obtain Consent of Employer's Engineer on Final Design submission	30 weeks prior to KD7
KD4	Delivery of Train Control & Signalling system / equipments at Contractor's premises in Jaipur	28 weeks prior to KD7
KD5	Completion of System Acceptance Test (SAT) &Integrating System Testing including ATO.	8 weeks prior to KD7
KD6	Submission of Safety Certificate	4 weeks prior to KD7
KD7	Revenue operation (Tentative)	August'2019

### Chapter- 6

### Eligibility criteria

### 6.1.1 Minimum Eligibility Criteria:

A. Work Experience: The quoting agency will be qualified only if they have completed <u>minimum one similar</u> work(s) during last five years ending 31.01.2019 with checking of control table of minimum ONE interlocking.

The "Similar works" for this contract shall be "independent checking of Control Table/Selection Table/Route Table, design documents / software for metro railways and /or mainline railway system"

### Notes:

- The quoting agency shall submit details of works executed by them in the below given Performa (Work Experience) for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A./ T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.
- Value of successfully completed portion of any ongoing work up to 31.01.2019 will also be considered for qualification of work experience criteria.
- In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.



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### **WORK EXPERIENCE**

APPLICANT'S LEGAL NAME		DATE	
GROUP MEMBER'S LEGAL NAME		PAGE of	
Construction Experience			
Similar Contract Number of of	Information		
Contract Identification			
Award date Completion date		4	
Employer's Name		21	
Employer's Address: Telephone / Fax number: E Mail			
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member	
Completion Cost	Currency (Indian Nation Rupee)	Currency (Indian Nation Rupee)	
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation		

### NOTE:

- 1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- 2. Separate sheet for each work along with Clients Certificate to be submitted.

### B. Technical Qualification Criteria

- a) The Principal agency should be professionally qualified.
- b) The key team personnel's shall have adequate experience in the field of executing similar works.
- c) The agency is required to attach the requisite satisfactory documents work experience for key team personnel's as proof towards pre-qualification, along with their application. Employer reserves the right to cross check the information furnished and may obtain confidential report from their previous clients. Employer reserves the right to reject any or all applications at any stage without assigning any reason, thereof.



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### Chapter- 7

### **Terms and Conditions of Contract**

### 1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- (i) "Services" means the services to be performed by the contractor pursuant to this contract
- (ii) "Client" means the Jaipur Metro Rail Corporation Limited (also referred to as Employer)/Employer which expression shall also include their legal successors and permitted assigns.
- (iii) "Contractor means the party or the group/consortium/joint venture named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
- (iv) "Member", in case the Contractor comprises more than one entity means any of the entities. "Members" means all the entities
  - "Member-in-Charge" means the Member authorized to act on the Members" behalf in exercising all the Contractors rights and obligations towards the Client under their contract.
- (v) "Party" means Employer or Contractor as the case may be and "parties" means both of them "Third party" means any other person or entity as the context requires.
- (vi) "Agreement" means the Conditions of Service Agreement together with Scope of Work, Schedule of Payment, Pro-Forma Scheme plans, if any, and Relevant Correspondences, Letter of Acceptance and Formal Agreement.
- (vii) "Employer's Representative" means the Employer or any of its officers nominated by employer and notified from time to time, to contractor
- (viii) "Engineer" means DMRC, or any of its officers by DMRC and notified from time to time to supervise the construction of the work.
- (ix) "day" means the period between any one midnight and the next.
- (x) "month" means the period of one month according to the Gregorian calendar commencing with any day of the month.
- (xi) "Rupees" means the currency of India.

### 2. Interpretation

- (i) The headings in the Agreement shall not be used in its interpretation.
- (ii) The singular includes the plural; the masculine includes the feminine and vice-versa where the context requires.

RFQ for Independent Third Party Checking of Selection/Control tables for JMRC Phase-

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Tel: No. 0141-2822250 Fax: 0141-2822251

Website: http://transport.rajasthan.gov.in/jmrc; email: dp@jaipurmetrorail.in

### 3. Obligations of Contractor

### 3.1 Scope of Services to be performed by the Contractor

- (i) Contractor shall perform Services relating to the this RFQ.
- (ii) Contractor shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

### 4. Change in Constitution

Contractor shall promptly notify employer of any changes in the constitution of the Contractor. It shall be open for employer to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the Contractor, or on the addition or introduction of a new partner managing the Project for the Contractor without the previous approval in writing of employer. But in absence of and until its termination by employer as aforesaid, this Agreement shall be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

### Information

Employer shall within a reasonable time give to Contractor, free of cost, all information which is able to obtain and which may pertain to the Services.

### 6. Decisions

On all matters properly referred to in writing by Contractor, employer shall give a decision in writing within a reasonable time.

### 7. Assistance

Employer shall assist in providing Contractor any relevant document/info required for the Services.

### 8. Project Personnel

The qualifications and experience of the personnel who are deployed by Contractor to work on the project shall be acceptable to employer.

### 9. Representatives

For the administration of the Agreement the Contractor shall designate the official or individual to be his representative.

### 10. Changes in Personnel

If it is necessary to replace any person of Contractor, later shall immediately arrange for replacement by a person of comparable competence. This shall, however, be done with the approval of employer.



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### 11. **Agreement Effective Date**

The Contract shall come into effect from the date of issue of the Letter of acceptance.

### 12. Modifications

The contract can be modified in writing on application by either party only by written agreement of Contractor and Employer.

### 13. **Extension of Time**

Completion period for this work can be extended further for two months.

### 14. **Exceptional Circumstances**

If circumstances arise for which the Contractor is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract he shall promptly dispatch a notice to employer.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer apply plus a reasonable period not exceeding 7 days of receipt of the notice by Contractor. Employer can be further notice terminate the Agreement provided that such further notice is given within 30 days of the EMPLOYER former notice.

### Abandonment, Suspension or Termination By Notice of JMRC 15.

- (i) If Employer considers that Contractor is not discharging his obligations employer can inform the Contractor by notice stating ground for the notice. If a satisfactory reply is not received within 7 days of receipt of notice by Contractor. Employer can by further notice terminate the Agreement provided that such further notice is given within 30 days of the Employer's former notice.
- Employer may suspend all or part of the Services or terminate the Agreement by notice of at (ii) least 30 days to Contractor who shall immediately make arrangements to stop the Services.
- If Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his (iii) creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of breach of the Agreement, then JMRC may terminate the services of the Contractor as per the procedure given in Clause 18.1 (ii).

Employer may complete the project by whatever method may be deemed expedient and the Contractor shall not be entitled to receive any further payment.

### Rights and Liabilities of the Parties 16.

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

### 17. Payment to the Contractor



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EMPLOYER shall pay the Price to the Contractor on completion of this work & after obtaining the 'NO Objection' certificate from Employer.

### 18. Time for Payment

Amounts due to the Contractor shall be paid promptly and generally within 30 days from the submission of invoice to Employer.

### 19. Currency of Payment

All payments shall be made in Indian Nation Rupee currency.

### 20. Conflict of Interest

Unless otherwise agreed in writing by EMPLOYER, the Contractor and his personnel shall have no interest in no receive remuneration in connection with the Project except as provided in the Agreement.

The Contractor shall not engage in any activity that might conflict with the interests of DMRC under the Agreement.

### 21. Contract Price & Taxes and Duties

The Price will be quoted in INR only. The agency shall quote fix lump sum price or as per BOQ price (as the case may be) inclusive of taxes, levies, duties, cess, freight, insurance, GST and all other incidental charges required to fulfill the contract requirements including statutory deduction viz., TDS towards income Tax etc.

However, any new taxes/duties or any statutory variation in the existing taxes/duties applicable to the JMRC project during the contractual completion shall be to the employers account i.e. reduction is to be passed on to the employer and increase to be reimbursed by the employer. The agency shall furnish the documentary evidence in support of their claims for reimbursement from JMRC. However, any increase in cost due to new taxes/duties or any statutory variation in the existing taxes/duties applicable to the JMRC project during extended contractual period due to agency/ contractor fault shall be to contractor account, whereas any decrease in the taxes/duties shall be employers account.

### A. RFQ Evaluation:-

- 1. The bidding agency shall quote fix lump sum price or as per BOQ price (as the case may be) inclusive of all taxes, levies, duties, cess, freight, insurance, GST and all other incidental charges required to fulfill the contract requirements including statutory deduction viz., TDS towards Income Tax etc.. The GST component value & its rate is to be mentioned separately.
- 2. However, any new taxes/duties or any statutory variation in the existing taxes/duties applicable to the employer project during the contractual completion shall be to the employers account i.e. reduction is to be passed on to the employer and increase to be reimbursed by the employer. The quoting agency shall furnish the documentary evidence in support of their claims for reimbursement from employer. However, any increase in cost due to new taxes/duties or any statutory variation in the existing taxes/duties applicable to the employer project during extended contractual period due to contractors fault shall be to contractor account, whereas any decrease in the taxes/duties shall be employers account.

Payments to the quoting agency shall be made by E-payment / Cheque.



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### 22. Variation

Changes to any sequence or timing of checking of control table will not constitute a Variation.

### **Quantity Variation**

Variation of any item due to change in scope of work during execution, provided the change in Contract value is within ±25%, shall be applied at the unit rate (interlocking / routes) quoted by the quoting agency of Financial proposal and no additional amount whatsoever shall be payable to the Contractor.

The Employer may exercise any increase or decrease in quantity on any date up to 6 months from scheduled opening of the last section.

23. Quoting agency shall follow the schedule of Signalling System contract JP/JS02 Phase1B.

### 24. Time for Completion

Submission of report/assessment of Control Table – within 10 days from providing inputs by the employer.

Submission of report per iterations - within 07 days after providing observations by the employer.

The overall Time for Completion of whole of the activities is up to 30 June 2019.

### **Schedule of Payment**

Employer shall make payment to the quoting agency based on completion and acceptance by JMRC of work scope pertaining to Checking of control table for the interlockings i.e. Badi chaupar and Railway station] after necessary deductions, if any.

