

Bid Price Rs.1180.00/-



BID DOCUMENT

Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Chaupar Metro Station including of Mansarovar Depot.

OPEN E-BID SINGLE STAGE SINGLE ENVELOPE BID DOCUMENT

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

Admin Building, Mansarovar metro train depot,

Bhriagu path, Mansarovar Jaipur – 302020

Website: <http://transport.rajasthan.gov.in/jmrc>

Email: jmrcciviloffice215@gmail.com; mgrcivil@jaipurmetrorail.in

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1 NOTICE INVITING BIDS (NIB)

1.1 Jaipur Metro Rail Corporation invites online bids from interested and eligible agencies for "Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Chaupar Metro Station including of Mansarovar Depot". This bid is invited under RTPP Act-2012 and RTPP Rules-2013.

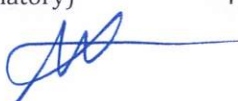
The complete Bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested Bidders will have to submit their offer in electronic formats both for technical and financial Bid on this website with their digital signatures. The complete Bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.

Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, **Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal.** Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.

1.2 Key Details

(a)	Name & Address of the Procuring Entry	Name: - General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 418,4 th floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020 Tel:+91-9575594354,+91-7728895364 Email:-jmrcciviloffice215@gmail.com
(b)	Subject Matter of Procurement. (Name of Work)	"Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Chaupar Metro Station including of Mansarovar Depot."
(c)	Period of Completion	365 days from the issue of Letter of Acceptance.
(d)	Bid Procedure	Single stage Single envelope Method (Technical Bid & Financial Bid), Online Open Bid Procedure.
(e)	Bid Evaluation Criteria	Technically Qualified and Lowest Rated Bidder (L-01)
(f)	Website for downloading Bidding Document, Corrigendum's, Addendums, etc.	Website:- https://eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in transport.rajasthan.gov.in/jmrc
(g)	Cost of Bid Form (Non-Refundable)	For participating in the bid, the bidder has to pay cost of bid form as below:- (a) Cost of Bid Form:- Rs. 1000+ GST@18%= Rs 1180/- Rupees. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited).
(h)	Estimated procurement cost	INR 35,27,063.55/- (Inclusive of all taxes, other charges)
(i)	Bid Security Deposit (EMD)	Amount (INR): 02% (Rs. 70,541.00) of Estimated Procurement Cost.(DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited or as per RTPPR-2013)
(j)	E-Bid Processing Fee	Rs.500/- (Rs. Five Hundred only) by Demand Draft /

	(Non Refundable)	Bankers Cheque, payable in favour of MD, RISL Jaipur
(k)	Date & Venue of Physical Submission of Cost of Bid Form, E-Bid Processing Fees & Bid Security etc.	O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:- Room No. 208, 2 nd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020 Tel:+91-7728895364. From: Date:- 20-06-2023 Time-11:00 Hrs to Date:- 03-07-2023 Time-15:30 Hrs
(l)	Publishing Date on E-proc website, SPPP Portal and JMRC Website.	Date:- 20-06-2023 Time-11:00 Hrs
(m)	Document Sale/ Download/ Cost of Bid Form deposition period.	From: Date:- 20-06-2023 Time-11:00 Hrs to Date:- 02-07-2023 Time-17:00 Hrs
(n)	Online Bid Submission Period on E-Proc Website.	From: Date:- 20-06-2023 Time-11:00 Hrs to Date:- 02-07-2023 Time-17:00 Hrs
(o)	Online Bid Opening Date and Time	Date:- 03-07-2023 Time-16:00 Hrs Venue: - O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:- Room No. 208, 2 nd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020
(p)	Bid Validity	90 days from the bid submission dead line.
(q)	Stipulated date of Commencement of work	Within 10 days from the date of issue of "Letter of Acceptance" OR as per the directions contained in LOA.
(r)	Bidders Eligibility:-	Documents required to be submitted:-
	(i) Cost of Bid Form, E-Bid Processing Fees & Bid Security Deposit.	(i) As per Clause 1.2 (g), Clause 1.2 (i) and Clause 1.2 (j) in original to JMRC before the due date and time for the bid submission as per Clause 1.2 (k) & (n) of NIB of Bid Document.
	(ii) Similar Work:- The bidder firm should have experience of "Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Chaupar Metro Station including of Mansarovar Depot" in Zonal Railway or in any Metro Railway organisation and should have well established capacity to execute the required work as per Clause 1.2 (b) of NIB of Bid Document. AND The bidder firm should have satisfactorily completed One similar works of at least 80% of estimated cost of similar work i.e Rs 28.216 lacs OR Two similar works of atleast 50% of estimated cost of each costing Rs 17.635 lacs OR Three similar works of atleast 40% of estimated cost each costing Rs. 14.108 lacs .Work completion certificates are to be submitted accordingly.	(ii) Self certified copies of Certificates for satisfactory completion of similar works issued by the authorized person of the department/institution not below the rank of Executive Engineer during the last 05 Years reckoned from the date of last of bid submission.
	(iii) The bidder firm maybe :- -Company registered under "Companies Act-	(iii) Self attested copy of registration document as proof of registered firm



	<p>1956/2013"; OR - Registered Sole proprietor; OR - Registered Partnership/Joint Venture Firm.</p> <p>(iv) The bidder should have "Average Annual Turn Over" of Rs 14.108 Lakhs in last 03 Financial Years 2020-21 to 2022-23. If the statement for Year 2022-23 is not available then statement for the duration of Financial Year 2019-20 to 2021-22 may be submitted.</p> <p>(v) Mandatory Registrations of the bidder such as "Goods & Service Tax (GST)" and Income Tax Registration.</p>	<p>under Companies Act-1956/2013.</p> <p>(iv) Self Certified certificate issued by Chartered Accountant (CA) for the "Annual Average Turn Over" of Bidder. OR Self certified Income Tax Return Documents (ITRs).</p> <p>(v) Self Certified Copy of:- -GST Registration mentioning GST number in name of Bidding Firm. -Copy of PAN Card.</p>
(s)	<p>ONLINE SUBMISSION OF BIDS :- Online bids will have to be digitally stamped and signed by the authorized signatory of bidder firm and submitted in a time stamped electronic sealed box on http://eproc.rajasthan.gov.in in the manner as below. The Bidder shall submit his digitally signed online bid in single stage single envelope method:-</p> <p>(i) Technical Bid:- Technical Bid with all necessary documents in .pdf format (Self Certified/Signed by authorized Signatory of Firm) as per Clause 1.2 (u) of NIB, Scanned Copy of financial instruments such as Cost of Bid Form, E-Bid Processing Fee and Bid Security as per Clause 1.2 (g, i, j & k) of NIB, complete bid document (Except Clause 9.1 BoQ) and;</p> <p>(ii) Financial Bid:- Financial Bid in electronic format. (.xls Format), Online through E-Proc Portal for Rajasthan Government to procuring entity of JMRC as per Clause 1.2 of NIB of Bid Document on or before the last date of bid submission.</p> <p>Note:-</p> <p>(i) <u>Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee & Bid Security should be submitted physically at the office of JMRC as per Clause 1.2 (k) of NIB.</u></p> <p>(ii) <u>The bidders have to take utmost care that the Technical & Financial Bid is to be submitted in a single sealed envelope only. If any details of Financial Bid whether intentionally/ unintentionally/ by mistake are mentioned in Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.</u></p>	
(t)	<p>POINTS TO BE NOTED:</p> <p>(i) Bidder (authorized signatory) shall submit their Bid (Technical Bid and Financial Bid) online on E-Proc website i.e https://www.eproc.rajasthan.gov.in both for technical and financial proposals.</p> <p>(ii) In case, any of the bidders fails to pay the Cost of Bid form, E-Bid Processing Fee and Bid Security to JMRC, its Bid shall not be considered and shall be rejected.</p> <p>(iii) JMRC will not be responsible for delay in Bid submission due to any reason.</p> <p>(iv) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</p> <p>(v) Conditional Bid shall be summarily rejected by JMRC.</p> <p>(vi) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until formal contract is signed and executed between the procuring entity and the</p>	



	successful bidder.
(vii)	All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Form-C and /or minor deviation without quoting the cost of withdrawal shall be considered as non responsive and shall be summarily rejected.
(viii)	Any Bid received with unattested cutting/ overwriting in rates shall be rejected.
(ix)	Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only for the help the bidders to prepare a logical bid-proposal.
(x)	The provisions of RTPP Act 2012 and RTPPR-2013 Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPPR-2013 Rules thereto, the later shall prevail.
(xi)	Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC

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



2 INSTRUCTION TO BIDDERS (ITB)

General Guidelines:-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- B. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Bid Document (including General Conditions of Contract), Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Digitally Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document will not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- C. Bidders may be single firms or may be members of a consortium. Bidders may read carefully the directions concerning the requirements for consortiums.
- D. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned digitally signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- E. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- F. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the website. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However JMRC may ask for any supplementary information, if required.
- G. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities. Further, bidders may not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure, etc. JMRC reserves the right to approach previous clients of the Bidders to verify/ascertain client's performance.
- H. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.
- I. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeiting Bid



Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.

- J. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website transport.rajasthan.gov.in/jmrc or state procurement portal <http://sppp.rajasthan.gov.in> for any kind of latest Information, Addendum, Clarification, etc.
- K. Words "Bid" and "Tender" have been used interchangeably in this Bid Document.

2.1 Who can Apply

- 2.1.1 Bidder may apply themselves or in Partnership/Joint Venture/Consortium. Requirements from consortium are checked out in Clause 2.2 & 2.3 of ITB.
- 2.1.2 Bidder, if being a company, should be registered with the Registrar of Companies, under the Indian Companies Act, 1956 or Companies Act, 2013.
- 2.1.3 Bidder should have a valid registration with GST, ESIC and EPFO Department and under contract labour (Regulations and Abolition) Act, 1970. If the bidder is not registered with these authorities then it needs to get registered with them within 15 days of issue of LOA, undertaking in this regard needs to be submitted.

2.2 PREQUALIFICATION REQUIREMENTS:-

Minimum Eligibility Criteria:-

- (a) Firm shall initially be filtered on the basis of criteria as mentioned at 1.2(r) of NIB
- (b) **Work Experience : - (Physical requirement)**
As per Clause-1.2 (r) of NIB
- (c) **Financial Standing (Average Annual Turnover):-**
As per Clause-1.2 (r) of NIB

(d) Other Eligibility Requirements:-

- Bidder should meet other eligibility requirements as mentioned at 1.2(r) of the NIB.
- (e) Bidder needs to carry out their self-assessment in respect of their capacity in terms of manpower, machine and finance. He is to indicate separate set of manpower, machinery in different Bids. Once a Bid is accepted, resources required for its execution shall not be considered for assessment of other Bid. The Bidder is to consider + ve or - ve variation in the annual value to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work on other station of phase-I at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work or number of stations may also be reduced on account of poor performance and Bidder shall have no right for any claims due to reduction in scope of work.

- 2.2.1 All Bids submitted shall include the following information:
- 2.2.2 General information of the Bidder shall be furnished in Annexure I. Certified 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, details of each party thereto constituting the Bidder 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.
- 2.2.3 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 should give a certificate along with the documents as mentioned therein. The following requirements shall also be complied with
- a. There can be a maximum of 3 (three) members in a consortium.
 - b. The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any bidder / consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the consortium.
 - c. The Bidder 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.
 - d. 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 his authorization shall be evidenced by a power of attorney in favor of that person.
 - e. 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.
 - f. All partners of the joint venture or constituents of the consortium shall be liable jointly and severally responsible 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).
 - g. 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.
 - h. A copy of the agreement entered into by the joint venture/ consortium partners shall be submitted along with the Bid.
- 2.2.4 In case the Bidder is an Association, Consortium or Joint Venture, the Bidder shall provide the following:
- a. The Memorandum of Understanding/Joint Venture Agreement duly notarized indicating:
 - b. Nomination of one of the members of the Association, Consortium or Joint Venture to be In-charge or Lead Member. The legally authorized signatories of all members of the Association, Consortium or Joint Venture shall issue this authorization.



- c. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
 - d. Each member of the Association, Consortium or Joint Venture shall be jointly and severally liable for the undertaking of this Contract.
- 2.2.5 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 Bidder or each member of the partnership, consortium or joint venture.
- 2.2.6 Each page of Bid shall be signed by the authorized signatory of the Bidder. Power of Attorney in favor of the signatory will be required to be furnished as detailed in Clause 2.8 of ITB.
- 2.2.7 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 Bidder to the Engineer and the Employer.
- 2.2.8 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 Form H with every bill.
- 2.2.9 Each Bidder, 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.

2.3 SITE VISIT

- 2.3.1 Any site information / schedule of works given in this Bid document is for guidance only. The Bidder 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.
- 2.3.2 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.

2.4 Sale of Bid Documents

- 2.4.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete Bid document can be downloaded for online submission from the web-site <https://www.eproc.rajasthan.gov.in>.
- 2.4.2 The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of GM (Civil), Room No- 418, 4th Floor, Admin Building, Mansarovar Metro Train Depot, Bhargu path, Mansarovar, Jaipur-302020. Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal. Bidders who already have a Valid Digital Signature Certificate need not

obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.

- 2.4.3 **Cost of Bid Document (BID fee) is Rs. 1,180 (includes 18 %GST) which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Bid fee is non-refundable.**
- 2.4.4 **In addition, E-BID processing fee of Rs. 500/- per Bid shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'MD, RISL', payable at Jaipur.**
- 2.4.5 Bids submissions will be made online after uploading the mandatory scanned documents towards cost of BID, e-Bid processing fee and other document as stated in the BID document.
- 2.4.6 Any Bid not accompanied by valid Earnest Money Deposit, the cost towards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.
- 2.4.7 Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.
- 2.4.8 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- 2.4.9 No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- 2.4.10 The JMRC reserves the right to verify all statements, information and documents sub-mitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- 2.4.11 Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

2.5 Bid Security/EMD

- 2.5.1 The BID Security should be submitted in the prescribed format as given in Clause-1.2 (i) of NIB of Bid document. The complete bid document can be downloaded from the website <http://transport.rajasthan.gov.in/jmrc>, <https://www.eproc.rajasthan.gov.in> or www.sppp.rajasthan.gov.in.
- 2.5.2 EMD/ Bid Security can be deposited in the form of Demand Draft/ Bankers Cheque of **Rs 70,541.00/-** drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- 2.5.3 Bid security shall be 02% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013.



- 2.5.4 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 2.5.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - when the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.5.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.5.7 No interest shall be payable on the Bid Security (EMD).
- 2.5.8 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security.
- 2.5.9 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
- the expiry of validity of Bid Security;
 - Issue of LOA for procurement and performance security is furnished by the successful Bidder;
 - the cancellation of the procurement process; or
 - The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.



2.6 Changes in the Bidding Document

- 2.6.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 2.6.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 2.6.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

2.7 Period of Validity of Bids

- 2.7.1 Bids submitted by the Bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- 2.7.2 Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Bid Security shall not be forfeited.

2.8 Format and Signing of Bids

- 2.8.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.8.2 All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder in token of acceptance of all the terms and conditions of the bidding documents.
- 2.8.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

2.9 Submission of Bids

- 2.9.1 The Bidder shall, on or before the date and time given in the table under notice Inviting Bid of this BID submits his Bid online on e-tendering website <https://eproc.rajasthan.gov.in>. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 2.9.2 **Financial Instrument i.e.** 'Cost of Bid Document', 'e- Bid Processing Fee' and 'EMD/Bid Security' shall be submitted in original in one sealed envelope (in physical form- financial instrument) mentioned following along with his Name and address mentioned on above envelopes respectively:

Bid Reference No. NIB No-77/JMRC/O&S/Civil/P.Way/2023-24, Name of the Work "Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarover to Badi Chaupar Metro Station including of Mansarovar Depot".

The above envelope to be submitted before date and time as per schedule mentioned in the Table under Notice Inviting Bid of this BID at the address mentioned below:

To,
General Manager (Civil),

Room No 208, 2nd Floor, Admin Building,
Metro Train Depot, Bhriugu path,
Mansarovar, Jaipur – 302020.

- 2.9.3 Financial instrument comprising of bid security, e- Bid Processing Fee, cost of Bid document submitted after due date and time shall not be accepted and online Bids of such Bidders shall liable to be rejected summarily.
- 2.9.4 JMRC will not be responsible for financial instrument delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission.
- 2.9.5 Any Bid not accompanied by bid security, e- Bid Processing Fee, Cost of Bid Document in acceptable form will be liable to be treated as being non- responsive & shall be rejected.
- 2.9.6 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.
- 2.9.7 Utmost care to 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. A single-stage single envelope selection procedure shall be adopted. The Bid shall contain:

(a) 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 Annexures/Forms duly filled. DD/BC and the entire required documents in support of eligibility, Bid fee and e-Bid processing fee, bid security and other documents as per this bid document.

Apart from being digitally signed, all the documents should be physically signed and stamped on each page by the authorized representative of the Bidder.

All the applicable Annexure/Forms shall be duly filled, physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical Bid **Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Bid shall be summarily rejected.**

b) Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per clause 9.1 (BOQ). Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST shall be as applicable on the date of billing.

Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for Bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled



in this file.

- iii. Fill Bidder's Name and relevant prices, Unit Rate, GST% and other details as asked in downloaded Protected Financial Bid format (BOQ) as specified (in XLS/ XLSX format only or Modify accordingly). Don't fill in any other back ground cells.
 - iv. Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and remember its name & location and upload correct file (duly filled in).
- 2.9.8 The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.
- 2.9.9 The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.10 Cost & Language of Bidding

- 2.10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.10.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidders and the procuring entity, shall be written only in English/ Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.11 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

2.12 Deadline for the submission of Bids

Bids may be submitted online on <https://www.eproc.rajasthan.gov.in> before due date of Submission.

2.13 Late Bids

Late submission of bids shall not be permitted by the website <https://www.eproc.rajasthan.gov.in> to the bidders. Late submission of DDs/BCs regarding Bid Security and Cost of Bid Form shall not be considered by JMRC and the bids shall be rejected on this account. No correspondence in this regard shall be entertained by JMRC.



2.14 Receipt and Custody of Bids

- 2.14.1 The bids shall be submitted online as per the schedule mentioned in the table under Notice inviting Bid of this BID along with the physical deposition of sealed envelope comprising of Cost of Bid document, e-tender processing fee and Bid Security and other documents in the originals in office of GENERAL MANAGER (Civil), Room No- 208, 2nd Floor, Admin Building, Mansarovar Metro Train Depot, Bhargu path, Mansarovar, Jaipur-302020 in a manner as specified in this BID.

2.15 Withdrawal, Substitution, and Modification of Bids

- 2.15.1 Except where expressly permitted by these instructions, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the JMRC and submitted by the Bidder with or as part of his Bid.
- 2.15.2 The Bid submitted online will be taken as a final Bid.
- 2.15.3 No Bid shall be allowed to be modified by the Bidder after the deadline for submission of Bids.

2.16 Opening of Bids

- 2.16.1 The online bids submitted on <https://www.eproc.rajasthan.gov.in> shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who choose to be present. The bidders may also see updates of status online of E-Proc portal.
- 2.16.2 The bids shall be opened by the bids opening committee on <https://www.eproc.rajasthan.gov.in> in the presence of the Bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- 2.16.3 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.
- 2.16.4 Envelopes shall be opened one at a time and the following details shall be read out and recorded:
- (a) the name of the Bidder;
 - (b) the bid prices (per lot if applicable);
 - (c) the Bid Security, if required;
 - (d) and Any other details as the committee may consider appropriate.
- 2.16.5 After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the



committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

- 2.16.6 No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, E-Bid processing fee (if any) or user charges and Bid Security.

2.17 Selection Method

- 2.17.1 The selection method is Least Cost Based Selection (LCBS) as detailed below:
- 2.17.2 Single bid system; bid will be opened on scheduled time and date as per NIB. The contract will be award to most advantageous bidder of financial bid.
- 2.17.3 Bidder shall quote price for each job types and job sub-types.
- 2.17.4 The ranking of L1, L2, L3 etc, will be done on basis of Total Cost, with L1 being the bidder whose Total Cost is the lowest, L2 being the second lowest and so on.
- 2.17.5 The purchase Order/LOA shall be given to only One Bidder.

2.18 Clarification of Bids

- 2.18.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing. The clarifications shall be asked.
- 2.18.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.18.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- 2.18.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 2.18.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.19 Evaluation & Tabulation of Bids

- 2.19.1 Preliminary Examination of Bids
- 2.19.1.1 Financial Instrument Envelopes containing Bid Security, Cost of Bid documents, e-Bid Processing fee will be opened first. Bids of those Bidders who have not submitted Bid



Security, valid e-Bid Processing fee, cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.

2.19.1.2 On opening of the Bids, JMRC will first check the Bid Security, e-Bid Processing Fee, cost of Bid documents through online mode by cross verifying with the hardcopy submitted. If the documents do not meet the requirements of Bid, a note will be recorded accordingly by the Bid Opening Authority and if any deviation found then Bid will be summarily rejected.

2.19.1.3 Further the bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is submitted, sealed and signed, as per the requirements listed in the bidding document;
- b. bid is valid for the period, specified in the bidding document;
- c. bid is unconditional and the Bidder has agreed to give the required performance security and;
- d. Other conditions, as specified in the bidding document are fulfilled.

2.19.2 Determination of Responsiveness

2.19.2.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

2.19.2.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

- i. "deviation" is a departure from the requirements specified in the bidding document;
- ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

2.19.2.3 A material deviation, reservation, or omission is one that,

- i. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract; or
- ii. if rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.

2.19.2.4 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

2.19.2.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.



2.19.3 Non-material Non-conformities in Bids

- 2.19.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- 2.19.3.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, Pan Certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 2.19.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.
- 2.19.3.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.
- 2.19.3.5 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- 2.19.3.6 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of 'Total Cost in financial bid. A list of L1, L2....will be prepared accordingly.
- 2.19.3.7 The rates quoted by L1 Bidder shall be accepted as the bid rates.
- 2.19.3.8 In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- 2.19.3.9 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.



2.20 Correction of Arithmetic Errors in Financial Bids:

- 2.20.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- 2.20.2 if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 2.20.3 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

2.21 Negotiations

- 2.21.1 Subjected to section 15 of RTPP Act-2012 and Rule no. 69 of RTPPR-2013, Procuring entity reserves the rights to negotiate with the lowest and most advantageous bidder.
- 2.21.2 Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.
- 2.21.3 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.21.4 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.
- 2.21.5 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 2.21.6 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.21.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.



2.22 Acceptance of the successful Bid and Issuance of Purchase Order

- 2.22.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 2.22.2 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 2.22.3 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 2.22.4 The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

2.23 Procuring entity's right to accept or reject any or all Bids

- 2.23.1 The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders as per RTPPP Act and Rules.

2.24 Right to Vary Quantity "Rule-73 of RTPPP-2013 (Right To Vary Quantity)"

- 2.24.1 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.
- 2.24.2 Orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased as per Rule-73 "Right To Vary Quantity" of RTPPP-2013.

2.25 Performance Security Deposit

- 2.25.1 Prior to execution of work order, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.25.2 The successful Bidder shall furnish to the Employer a performance security in the form given in clause 2.26.7, for an amount of 10% of the Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract and as per latest provision of RTPPP-2013. Further as and when contract value increases, as a result of any other reason, the contractor shall be required to deposit additional Performance security in accordance with GCC clause 4.2.
- 2.25.3 Alternatively, as per Rule-75 (3) (f) of RTPPP-2013, on request application of option for deduction of performance security of successful Bidder, Employer may allow the Bidder to submit the performance security amount (i.e. equal to 10% of contract price) in form of



deduction from his each running and final Bill @ 10% of amount of Bill, till the total amount of performance security is deposited.

- 2.25.4 Failure of the successful Bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.
- 2.25.5 Performance Security will be discharged after completion of bidder's performance obligations including warranty obligations under the contract.
- 2.25.6 If the bidder fails or neglects any of his obligations under the contract, JMRC reserve the right to forfeit performance security furnished by the bidder as penalty for such failure.
- 2.25.7 Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security. Government of Rajasthan amended the Rajasthan Stamp Act, 1998 vide finance bill 2015 and inserted Article 13-A, which provides the bank guarantee executed by a bank as a surety to secure the due performance of a contract or due discharge of a liability for this stamp duty is payable @ 0.25% of the amount secured subjected to a maximum of Rs 25000/-.
 - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 2.25.8 Performance security furnished in the form specified in clause 2.26.7 [a.] to [c] above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- 2.25.9 The Bank Guarantee shall be prepared from a scheduled Commercial Bank based in India, with its branch located in Jaipur, as per the format of Bank Guarantee provided in this Bid Document (Form C).
- 2.25.10 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
When the Bidder fails to make complete supply satisfactorily.
 - b. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.



2.25.11 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.

2.25.12 No interest shall be payable on the Performance Security Deposit.

2.26 Additional Performance security:-

2.26.1.1 In addition to performance security as specified in clause 2.26.1 and 2.26.7 above, an additional performance security shall also be taken from the successful bidder in case of unbalance bid. The additional Performance security shall be equal to 50% of unbalanced bid amount. The additional performance security shall be deposited in Lumpsum by the successful bidder before execution of agreement. The additional Performance security shall be deposited through DD, Bankers Cheque, Govt securities or bank Guarantee.

Explanation: - For the purpose of above rule:-

- i. Unbalance bid means any bid below more than 15% of estimated bid value.
- ii. Estimated bid value means value of subject matter of procurement mention in bidding document by procuring entity.
- iii. Unbalanced bid amount means positive difference of 85% of estimated bid value minus bid amount quoted by the bidder.

2.26.1.2 The additional performance security shall be refunded to the contractor after satisfactory completion of the entire work. The additional performance security shall be forfeited by the procuring entity when work is not completed within stipulated period by the contractor.

2.27 Signing of Agreement

2.27.1 The contractor shall prepare the agreement on non-judicial stamp as per Rajasthan Stamp Act, in the Performa (Form E) included in this documents, duly incorporating all the terms of agreement between the two parties. Within 15 days from issue of LOA, successful bidder will be required to execute the Contract agreement. Performance security should be submitted immediately after the issue of LOA but not later than the agreement is signed between the parties. One copy of agreement duly signed by the employer and contractor through their authorized signatories will be supplied by the employer to the contractor.

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

- a. Performance security as per clause 2.26 of ITB
- b. Power of Attorney if required
- c. Detailed Consortium or Joint Venture Agreement (Duly signed and executed) incorporating:
 - i) Percentage participation of each member/partner
 - ii) Joint and several liability of the partners.

2.28 CANCELLATION OF LETTER OF ACCEPTANCE (LOA)

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



2.29 Corrupt & Fraudulent Practices

JMRC requires that the Bidders and / or their agents observe the highest standards of ethics during Bidding and execution of this Contract. In pursuance with this policy, JMRC: -

Defines, for the purpose of these provisions, the terms set forth below as follows: -

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
- (ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of JMRC, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive JMRC of the benefits of free and open competition.
- (iii) Breach of any of the contract condition during execution.
 - a. Will reject the bid or rescind the contract if JMRC determines that the Bidder/Bidder or the employees deployed by the Bidder for the performance of services are engaged in corrupt or fraudulent practices.
 - b. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, for participation in the bidding process, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - c. The successful Bidder/Bidder shall apprise JMRC through CVO or equivalent officer or authorized officer of JMRC of any fraud/suspected fraud as soon as it comes to their notice.



3 General Conditions of Contract

General Conditions of Contract (GCC) – available on Jaipur Metro Website
(<https://transport.rajasthan.gov.in/jmrc>).

4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

4.1 SPECIAL ATTENTION

4.1.1 All Bidders are hereby cautioned that bids containing any material deviation or reservation as described in Clause 1.2 t (vii) of NIB” and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected.

4.1.2 The Contract will be awarded to the Bidder whose responsive bid is determined to be the lowest evaluated bid and who satisfies the appropriate standards of capacity and financial resources. Clause 2.17 and 2.18 of “Instructions to Bidders” may be referred to in this connection.

4.2 RIGHT OF WAY

Right of way (within Jaipur Metro Rail Corporation land) to the work site will be provided to the Bidder.

4.3 COORDINATION WITH OTHER BIDDERS

The bidder for this package shall plan and execute work in coordination and in co-operation with other bidders working for adjacent/other packages.

4.4 SUFFICIENCY OF BID

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

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

4.5 NOTICES AND INSTRUCTIONS

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

4.6 RESPONSIBILITY FOR SPECIFICATIONS

4.6.1 Specifications

Work shall be carried out as per IRPWM of Indian railways and as per the details contained in work item of Bill of Quantity (BOQ) and as per the directions of the Engineer of JMRC.

The Bidder 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.



4.7 USE AND CARE OF SITE

- 4.7.1 The Bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in-charge.
- 4.7.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved Jaipur Municipal Corporation locations in covered position. The necessary materials required i.e. cartons/ dustbins etc to be provided by the bidder at his cost. The transportation for disposing the debris shall also be arranged by the bidder. The Waste disposal shall be done in sealed condition without affecting the Environment. Each dustbin shall have a polythene cover kept inside & will be emptied when it is full in a bigger Dust Bin. Bigger dustbins shall be Sealed & Transported to Jaipur Municipal Corporation location, where they are emptied. Spare Dustbins shall be kept for rotation.
- 4.7.3 All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
- 4.7.4 **Accidents:** - It shall be the entire responsibility of the bidder to adopt all the safety measures & deploy labor who are adequately trained in safety. If any accident occurs on working area due to work operations or due to negligence on the part of the bidder's personnel, it shall be the full responsibility of the bidder.

4.8 DUTIES, TAXES, OCTROI, ROYALTY ETC

- 4.8.1 The rates quoted by the Bidder for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, Octroi, royalties, rentals/GST on repair and maintenance works etc., where payable except as provided in clause 11.1 of GCC.
- 4.8.2 The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Bidder's in respect thereof, which may arise.

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

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

4.10 ACCESS ROADS AND HAUL ROADS

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

4.11 DEDUCTIONS TO BE MADE FROM BIDDER'S BILL

- 4.11.1 Deduction towards income tax and any other taxes will be made at source from each on-account progress bill by the Employer as may be directed by Income-Tax Department or as provided in the Income Tax Act or other relevant Act, Rules and Circulars and directions issued there under.

4.12 PENALTY

- 4.12.1 Min. Penalty – Rs.1000/- per day per activity. Max. Penalty - Rs. 5000/- per day per activity. The decision regarding Penalty & Imposing of the Penalty shall be of JAIPUR METRO RAIL CORPORATION. This is in addition to the proportional amount to be deducted for non completion or not carrying out the work.
Penalty can be for Non-Completion of work, or for poor quality of work, or for not following safety regulations, or for short deployment of Man-Power & Machines. Penalty can be imposed for any one or combination of items as mentioned above.
- 4.12.2 This penalty shall not relieve the bidder from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 4.12.3 The Bidder shall co-ordinate his program to the extent feasible with the programs of other bidders to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carried out as per the overall program.
- 4.12.4 Bidder shall maintain the attendance Register for all the shift staff, if the short deployment of staff then the deduction shall be as per daily wages.

4.13 SECURITY MEASURES

- 4.13.1 Security arrangements for the work shall be in accordance with general requirements and the Bidder shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 4.13.2 Bidders' employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots & other safety/protection wear as directed by Engineer-In-Charge, and to be provided by the Bidder. Badges shall identify the Bidder and show the employee's name and number and shall be worn at all times while at site.
- 4.13.3 All vehicles used by the Bidder shall be clearly marked with the Bidder's name or identification mark.
- 4.13.4 Bidder shall submit the police verification of each employ and staff. In case the employee is changed, then the bidder shall inform Station Manager / Station controller and GM (Civil) office and also submit the police verification of changed person.

4.14 ECOLOGICAL BALANCE

- 4.14.1 The Bidder shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Bidder shall, so conduct his work operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Bidder shall observe the following instructions.
- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to work activities, the same shall be repaired, replanted or otherwise



corrected at Bidder's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.

- (b) All trees and shrubbery, which are not specifically required to be cleared or removed for work purposes, shall be preserved and shall be protected from any damage that may be caused by Bidder's work operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-In-charge. Trees shall not be used for anchorage. The Bidder shall be responsible for injuries to trees and shrubs caused by his operations. 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 Bidder's expenses.
- (c) In the conduct of work activities and operation of equipment, the Bidder shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.

4.14.2 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.

4.14.3 Bidder shall submit Material safety data sheets & shall follow the instructions written in material safety data sheets. The handling & Storage of materials shall also be done as per materials safety data sheets.

4.15 RESOURCES REPORT

The Bidder shall submit to the Engineer-In-Charge a detailed list by trade classification, of manpower employed during the report period as also a list of all serviceable major items of work machineries / equipment on site.

4.16 BRIEF SCOPE OF WORK

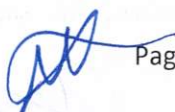
Brief scope of work is included in Sub-Clause 5.1 of Technical Specifications and issued with the bid documents.

4.17 PROGRAMME OF WORK

4.17.1 The programme of work is included in Clause 5.1 .of the Technical specifications issued with the bid documents.

4.18 PAYMENT

- 4.18.1 For the purpose of On-account payment, the bidder 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.
- 4.18.2 The bidder shall submit certified copies of vouchers showing quantity of consumables brought to site for Engineer-In-Charge's record.
- 4.18.3 If any activities not carried out as per the schedule of work the proportion amount will be deducted from the bill. If the work carried out through other agency under the intimation



to bidder and the charges incurred on it will be deducted from the bidder's bill. In addition the applicable penalty will be levied as per Clause No.4.12 of SCC.

- 4.18.4 The payment shall be made as per actual works. At the time of bill submission, the bidder shall submit necessary documents & Bill with GST format for payment.

4.19 BIDDER'S OFFICE

The Bidder shall establish an office in the Municipal Area of Jaipur in consultation with the In-Charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to In-Charge. In addition, the Bidder may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

4.20 NOISE AND DISTURBANCE/POLLUTION

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

4.21 ADVANCES

No advances shall be paid to the Bidder.

4.22 PRICE VARIATION CLAUSE

No price variation is applicable for this contract.

4.23 VARIATION IN QUANTITY

The awarded quantity of each work item as per the BOQ is the only estimated quantity. The quantity may vary as per the actual site conditions at the time of execution of work. Such type of variations in quantity of work items of BOQ shall be intimated to contractor by the Engineer-In-Charge time to time. The variation in awarded quantity of the work items shall be allowed and carried out as per the Rule-73 of RTPPR-2013 only after the written instructions of competent authority of JMRC. The contractor shall have no objection for the +ve or -ve variation in quantity for the work items of BOQ up to 50% (+ve or -ve) of the awarded quantity of the work item.

4.24 Maintenance Records:-

Bidder will have to maintain proper records of Track Maintenance activities. Some of the records to be maintained are as below (As applicable).

- i) Deployment of Manpower in each shift.
- ii) Availability of Track Machines.
- iii) Details of Track Maintenance.
- iv) Purchase details of grouting material.
- v) Apart from above, all supervisors & all track personnel will have to sign in attendance register which will be kept in P. Way office at the starting of shift.



4.25 SUBMITTAL BY THE SUCCESSFUL BIDDER AND COMMENCEMENT OF WORK.

- 4.25.1 Successful Bidder shall ensure that only trained staff having Railways / Metro Rail's track maintenance / construction experience is deployed.
- 4.25.2 Deployment of Track machines as mentioned in Section-9 of SCC (Track work) along with Technical details like make, capacity, present conditions etc are to be submitted for approval. Bidder is enjoined to use only reputed make Track Machines for Maintenance purpose.
- 4.25.3 However, the successful Bidder shall commence the work within 10 days from the date of issue of Letter of acceptance or as per the directions contained in the LOA.

PART-2**4.26 Special Conditions of Contract (Track Work)**

1. All activities generally on mainlines shall be carried out during non-traffic hours at night and on depot lines during day times. The non operation hours may be from 23.15 to 4.45 hrs. The work shall be carried on approved block day only. The approved block details will be made available by Engineer in charge. In case of emergency/ un-usual occurrences, the work may have to be done at any hour of day and night. Bidder shall make his own arrangement of lighting for execution of work items as per BOQ. However, if the light points are available on the track/Station, the bidder shall be permitted to tap the same for work Necessary arrangement for tapping of electricity if required shall be carried out by the bidder at his own cost. No extra payment will be made for the same.
2. JAIPUR METRO RAIL CORPORATION track is covered on both sides by boundary walls. The approach to the main line track is only from station. Any bidder's person entering section for carrying out works under the contract shall have to obtain permission from the proper authority.
3. Bidder shall ensure that all precautions mentioned in chapter –II part J of IRPWM for maintenance of track on Electrified area (25 KV AC Traction) as applicable is followed and all his staff are well versed with it. In this regard Safety Precautions & Essential Instructions for working in A.C. Traction area of JAIPUR METRO RAIL CORPORATION as also to be followed.
4. Bidder shall ensure that all precautions to be taken while working in Track circuited area is observed as per Para 279 of IRPWM of Indian railways.
5. After completion of days/nights works bidder shall ensure that all equipment, tools and plants P. Way material, etc. either released or new are cleared before leaving the site. No material what so ever shall be left behind by the contractor staff.
6. The quantum of work to be done under each item will be indicated to the bidder from time to time, during the currency of the contract & bidder shall instantaneously rise to the occasion and complete the work expeditiously.
7. The quantities shown in the BOQ are anticipated quantities and may vary depending on the actual requirement during the period of contract. The bidder shall not be entitled to any claim and / or increase in the rates what so ever on account of variation in the quantities of the individual items or of the total contract value.



8. While doing the works, the bidder shall cause least inconvenience either to the traveling public or to the station staff or to the JAIPUR METRO RAIL CORPORATION rakes.
9. The bidder is advised to inspect the work site on via-duct between specified chainages where different works will be executed after obtaining permission during Non-commercial hours on Power Block day only to acquaint him-self and assess beforehand difficulties likely to come across in respect to men, material, access to site, restrictions on At-grade/Via-duct/yard, restrictions in plying the trucks on roads imposed by police, lighting, water supply and so on.
10. JAIPUR METRO RAIL CORPORATION reserves the right to inspect any of the depots of the bidder where JAIPUR METRO RAIL CORPORATION's material has been stored and also to inspect the places where the bidder fabricates or otherwise processes these materials and the bidder shall provide all facilities for such inspections.
11. The bidder shall not transfer any of the material issued to him by the depots or fabrication yard or the site of work, without prior approval of the Engineer in-Charge.
12. The bidder shall ensure that all his staff without prior approval of the engineer In-Charge wear proper uniform with personal protective equipments including helmet , safety shoes and illuminated jacket etc. while working.
13. No advances shall be paid to bidder.
14. Price variation clause: same as per clause 4.22 of SCC (General).
15. The bidder will not cause any damage to the JAIPUR METRO RAIL CORPORATION property or assets. If any such damage is caused, the bidder will have to pay the cost of such Damage & JAIPUR METRO RAIL CORPORATION Decision in the issue will be final.
16. The bidder will have to complete the work during specified time. While working in the non-commercial hours works have to be completed & men & materials will have to be removed by 04:00 hrs or as specified from time to time. Instructions of the employer given from time to time shall be followed.
17. The quality of the work shall be as per the standards and BOQ.
18. The bidder shall use standard tools & materials as specified or as per the requirement of Approved or reputed Brands as the case may be.
19. The bidder shall take all necessary safety measures & precautions and the bidder shall be entirely responsible for the safety & security of his men & materials. Bidder is advised to follow the safety, health and environment guideline as prescribed in the approved SHE manual of JAIPUR METRO RAIL CORPORATION (available at <https://transport.rajasthan.gov.in/jmrc>) .
20. The bidder may have to use necessary communication equipments like mobiles / Walky-talky as per requirement.
21. If the same item or condition features in the special conditions of the contract & General conditions of the contract, then the item or condition mentioned in the special conditions of the contract alone will be over-riding.



22. Bidder shall provide Photo-identity cards to all his staff & supervisors.
- 23. LAND:-**
- The land required for the bidders office /stores will be allotted free of cost, if available, to the extent considered & justified by JAIPUR METRO RAIL CORPORATION in the vicinity up to the completion period. However, this will not be binding on JAIPUR METRO RAIL CORPORATION. The land or area will be maintained by the bidder.
 - After completion of the work, the bidder shall clear all land under his temporary occupation to its original shape and condition without any extra cost to JAIPUR METRO RAIL CORPORATION and hand it over to JAIPUR METRO RAIL CORPORATION without any encumbrances within one month of completion of the work. In the event of failure to clear the site, JAIPUR METRO RAIL CORPORATION will get this done through another agency at bidder's cost.

4.27 SAFETY PRECAUTIONS AND ESSENTIAL INSTRUCTIONS FOR WORKING IN A.C. TRACTION AREA.

DO(S) AND DON'T(S)

For All Staff

DO(s)

- In case of fire on electric traction equipment or wires:
 - Inform Traction Power Controller (TPC).
 - Extinguish fire by special extinguishers (Carbon tetrachloride or carbon dioxide type), if available.
 - Ensure no water jet directed at the fire is used under any circumstances.
- Anything Unusual on traction wires or electric rolling stock, inform Traction Power Controller or nearest Station Master.
- In any emergency – speak to Traction Power controller through the nearest means of communication.
- Large metallic structures such as fencing, structural steel work of platform running parallel to the track should be earthed suitably.
- Any tree or branches likely to fall on live conductor or nearer than 4m from the nearest live conductor shall be cut or trimmed by concerned staff in the presence of authorized staff of OHE.
- Before taking up the work on a line running parallel to 25kV AC lines, the line shall be earthed on both the sides of the working party.
- Ensure that distance between the two earths used for protection of working party does not exceed 1km.
- Keep clear of the track and avoid contact with the rails when electric train within 250m.
- special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2m of live OHE.

DON'T(s)

- DO NOT approach within 2 meters (approximately 7 feet) of any traction wires or live equipment.
- DO NOT work on or near traction wires or any live equipment unless they are made dead. Earthed and shut down notices/permit to work obtained.



3. DO NOT enter any switching station or remote control centre unless specially permitted.
4. DO NOT permit unauthorized persons to operate any equipment even if it be for making it dead.
5. DO NOT disturb any earthing or bonding or traction wires or connections to BEC (buried earth cable) or OPC (overhead protection cable).
6. DO NOT touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
7. DO NOT forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
8. DO NOT touch any traction wire hanging from the mast or fallen on the ground and do not allow any one else to touch it.
9. DO NOT operate crane on or near traction OHE unless an authorized representative of the OHE is present.

4.28 OTHER POINTS TO BE REMEMBERED

1. If shunting is to be done for detaching hot axled coaches etc. on non-electrified track, special precaution should be taken not to admit the electric rolling stock into unwired section. A competent man shall personally supervise the shunting.
2. It is dangerous to go within 2 metres (7 feet) of the live equipment. This is 'DANGER ZONE'.
3. Power Block means blocking of section of the line to the electric traffic only.
4. No material should be stacked either on the mast or on mast foundation.
5. When a motor vehicle with rubber type is to be transported in an open wagon, the metal body shall be bonded to the wagon body by means of two independent solid connections by copper wire or galvanized iron flat or steel ropes. it is preferable that lashing used to secure the vehicle are of metallic ropes instead of manilla or other coil ropes.
6. Staff must close and secure the wagons doors properly after the same have been loaded or unloaded at loading or unloading points. One of the staff should be posted in the yard to close the wagon doors. He must see that no wagon is allowed with its doors opened.
7. Cases of electric shock arising out of contact with 25kV A.C. Traction equipment shall be reported immediately to T.P.C.
8. The escorts for vehicles in an open wagon accompanying the vehicles in train shall be warned to be careful of OHE wire and should not stand unwillingly on the vehicle.
9. Any abnormality observed on the overhead equipment viz. a broken contact wire, catenary wire, brackets, insulators or a hanging dropper etc. must be reported immediately to the Traction Power Controller over the emergency phone or through the nearest SM.
10. Every time staff has to work on signaling and telecom circuits along AC electrified lines, they should take precautions to protect themselves and equipments.
11. All ODC consignments should be moved in electrified section after taking precautions as per extant instructions.
12. Hoarding boards provided in the vicinity of electrified tracks should be located at a safe distance from the track so that in the event of their supporting structures being damaged, it should not fall on the OHE and infringe the track.
13. Do not bridge insulated joints with bare hand or any metallic article in track-circuited area.
14. Do not use the rails as a footpath, a seat or for such other purposes.



15. Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
16. Do not expose the foundations while excavating.
17. Do not work on any portion of a signal post or its fittings falling within a distance of 2 m from the live OHE or a metal part electrically connected to this OHE unless this section is protected with a metallic screen.
18. Do not work on signal post if this portion of signal is within 2 m of live OHE and not protected with metallic screen unless OHE has been switched off and permit to work has been granted.



5 TECHNICAL BID SPECIFICATIONS AND DETAILS:**5.1 SCOPE OF WORK****5.1.1 Works to be carried out:-**

- 5.1.1.1 Painting with ready mix red oxide zinc chromate primer and then with synthetic enable paint of approved brand and manufacture to be given in as per the specifications mentioned in the Bill of Quantities by skilled personnel preferably proficient in rail painting, track maintenance and repair works. The painters must be trained and well aware about the procedure of painting on rails and must have knowledge for the precautions while painting the rails etc. All consumables and T&P to be used in the painting of the rails shall be only used at site of JMRC only after the approval of Engineer of JMRC.
- 5.1.1.2 Cutting of HH Rails and Drilling of 16-35mm dia holes in HH Rails by track proficient labor with all consumables and tools & plants of contractor as per the directions and instructions of Engineer of JMRC. The work shall be executed only as per the requirement of JMRC which shall be intimated in advance to the contractor in the duration 01 Year of contract.
- 5.1.1.3 Dressing of shoulder ballast of Track structure of JMRC at Mansarovar Depot yard complete as per the directions of Engineer and as per the specifications mentioned in BOQ by track proficient labor, tools & plants supplied by the contractor. The work is required to be executed only as per the directions of Engineer on intimation of specified requirement of JMRC in 01 Year of contract.
- 5.1.1.4 Horizontal/Vertical core cut up to 50 mm dia and 200mm to 600mm Length/Depth in PCC/RCC as per directions of Engineer Incharge.
- 5.1.1.5 Greasing of Pandrol clip as per directions of Engineer Incharge.
- 5.1.1.6 Providing workmen proficient in track works as per requirement of Engineer-In-Charge (Semi Skilled).
- 5.1.1.7 Thorough Cleaning of Track Beds from Mansarovar to Chandpole including Mansarovar Depot D/End excluding station platform area as per the directions of Engineer. Disposal of rubbish, muck etc. out of site has to be done by the contractor's own labour materials, tools and plants complete etc.(The work has to be done once in 03 months as per approval of Engineer In charge).
- 5.1.1.8 Cleaning of hand rails of viaduct except platform area From MSOR-CDPE along UP/DN Line as per the directions of Engineer.(The work has to be done once in 03 months as per directions of Engineer In charge)
- 5.1.1.9 Thorough Cleaning of Track Beds and Drain Of Box/Bored Tunnel excluding station platform location by vaccum cleaner of minimum 35 litres capacity brush, broom etc. as required and disposal of rubbish, muck etc. out of Tunnel has to be done by contractor to the dumping ground approved by the Jaipur municipal corporation with contractors own labour materials, tools and plant complete etc.(The work has to be done at a frequency of once in a 03 months or as directed by Engineer Incharge).
- 5.1.1.10 Cleaning/cutting & disposal of heavy grasses, brushes etc. on the cess and slope area on both sides of track along track length as per directions of Engineer Incharge.
- 5.1.1.11 Picking up of stacks as per the directions of Engineers Incharge.
- 5.1.1.12 Supply of Grouting material Sikadur 53UF (11 Kg Packets) as per directions of Engineer Incharge.



- 5.1.1.13 Execution of in-situ glued joint as and when required as per the direction of Engineer Incharge.
- 5.1.1.14 Supplying 65mm stone ballast as per RDSO specifications and stacking of the same for measurement in JMRC depot as per the directions of Engineer Incharge.
- 5.1.1.15 Supply of Hydraulic Excavator (3D) with driver and fuel as per directions of Engineer Incharge.
- 5.1.1.16 Supply of crane 20 tonne capacity as per directions of Engineer Incharge.
- 5.1.1.17 Supply of Tractor with trolley as per direction of Engineer Incharge.
- 5.1.1.18 Providing of Driver well efficient (For road roller, Concrete mixer, Truck).

5.2 Time Schedule:

- 5.2.1 The contract period for execution of the above mentioned work is 365 days from the issue of Letter of Acceptance.. The work should commence within 10 days from date of issue of letter of acceptance or as per the directions contained in the LOA.
- 5.2.2 JMRC may implement ISO-14001 & OHSAS 18001 for Environment, Health & Safety. The Personnel Protective Equipments as per the requirements are to be used & All Safety norms are to be followed.



6 PROFORMA OF FORMS FORM A

6.1 FORM OF BID

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

Name of Work: As in the NIB clause No. 1.2 (b)

To

**General Manager (Civil),
Jaipur Metro Rail Corporation Limited (JMRC),
Room No-418, 4TH Floor, Admin Building,
Jaipur Metro Depot, Bhriku Path,
Mansarovar, Jaipur-302020.**

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____
(Amount in figures and words) for -----
-----or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract One year contract period.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.

Signature of Agency (Authorized Signatory)

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General Manager (Civil)

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2023

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation



FORM A

APPENDIX TO THE FORM OF BID

S.No.	Details	Clause No.	Condition of Contract
i.	Amount of Bank Guarantee as Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price.
ii.	Minimum amount of Third Party Insurance	15.3 of General Conditions of Contract	Rs.0.5 lakh for any one incident, with no. of incidents unlimited.
iii	Period for commencement of work from the date of issue of letter of acceptance	1.2 (s) of NIB	10 days (from the issue of LOA)
iv	Contract Period from the date of commencement of work	1.2 (c) of NIB	365 Days
v.	Penalty for Non-completion of work or poor quality of work	4.12 of Special Conditions of Contract (General)	Spot fine Min. Penalty – Rs.1000/- of the per day per Activity . Max. Penalty - Rs. 5000/- per day per Activity
vi	Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work		Shall be levied as worked out by the JAIPUR METRO RAIL CORPORATION. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable.

Signature of authorized
Signatory on behalf of Bidder

Date
Place

Name
Address

Signature of Agency (Authorized Signatory)

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General Manager (Civil)

6.2 FORM B: CERTIFICATE OF CONFORMITY/NO DEVIATION {TO BE FILLED BY THE BIDDER}

To,

General Manager (Civil),
Jaipur Metro Rail Corporation Limited,
Room no.-418, 4th Floor, wing-C of Admin Building
Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur-302020

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



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

(Refer Clause 2.26 of "Instructions to Bidders")

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Jaipur Metro Rail Corporation limited has awarded the contract for "Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Chaupar Metro Station including of Mansarovar Depot" Contract for -----
-----Rail Corridor of Jaipur MRTS Project(hereinafter called "the contract") to M/s (Name of the Bidder) (hereinafter called "the Bidder").
3. AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____
(Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank)
being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____
(Amount in figures and Words) as stated above.
5. After the Bidder has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Bidder 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 Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least **six months** longer than the anticipated expiry date of Contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.



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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2023 being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

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

In the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address



6.4 FORM D**FORM OF AGREEMENT**

(Refer Clause 2.27 of "Instructions to Bidders")

This Agreement is made on the _____ day of _____ 2023 Between Jaipur Metro Rail Corporation Limited, Administrative Building, Depot of Jaipur Metro, Bhriagu Path, Mansarovar, Jaipur-302020 hereinafter called "the Employer" of the one part and _____ (Name and Address of Bidder) hereinafter called "the Bidder" of the other part.

Whereas the Employer is desirous that (***) certain Goods and Services should be provided and certain Works should be executed, viz "Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Chaupar Metro Station including of Mansarovar Depot" Contract for -----of applicable Rail Corridor of Jaipur Metro Rail corporation hereinafter called "the Works" and has accepted a Bid by the Bidder for the execution and completion of such works (***) as well as guarantee of such works) and the remedying of defects therein.

This agreement is signed between Mr. (*Name & Designation*) (for and on behalf of the employer) and Mr. (*Name & Designation*) (for and on behalf of the contractor)

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance.
 - (b) Bill of Quantities.
 - (c) Addendums, if any
 - (d) Bid Document. (NIB, ITB, SCC, Forms and Annexure)
 - (e) Form of Bid with Appendix.
 - (f) General Conditions of Contract
 - (g) Other Conditions agreed to and documented as listed below:
 - i. Bidder's Work Schedule as amended if required.
 - ii. Any other item as applicable.
3. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works by ** _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.



4. The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE BIDDER

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

The staff/ labour recruited by the Bidder for "Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Chaupar Metro Station including of Mansarovar Depot" will be the sole responsibility of the Bidder and Jaipur Metro Rail Corporation will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in Jaipur Metro Rail Corporation.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Bidder

Signature of the authorized official

Name of the official

Stamp/Seal of the Bidder

For and on behalf of the Employer

Signature of the authorized official

Name of the official

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

_____ Name

_____ on behalf of the Bidder in the presence of:

Witness _____

Name _____

Address _____

By the said

_____ Name

_____ on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

Note :

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



6.5 FORM E (Part I)

INDEMNITY

(To be filled by Bidder)

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

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

.....
Name of Indemnifier

.....
Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder



6.6 FORM E (Part II)

INDEMNITY

(To be filled by Bidder staff individually)

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

.....
Name of Indemnifier

.....
Signature of Indemnifier

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER



6.7 FORM F**Obligation/Compliance to be ensured by Bidder**

Sl. No.	Items	Compliance of Bidder (To be filled by Bidder)	
		Yes	No
1	License for employing contract labour		
2	Compliance of minimum wages Act by payment of wage on 7 th of every month through Bank or in the presence of nominated representative of employer (Jaipur Metro Rail Corporation Supervisor/manager)		
3 (a)	Compliance of provision of ESI& EPF.		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	Other statutory requirement pertaining to this Bid.		

Note:- A Non- filling or 'No' by Bidder will lead to non-eligibility for Bidder in further tendering process.



Signature with seal of Bidder/Proprietor

6.8 FORM No. G

[See rule 83]

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
(Supported by an affidavit).

7. Prayer:.....

Place

Date

Signature

Signature of Agency (Authorized Signatory)



Appellant's

6.9 FORM H: BIDDER'S AUTHORIZATION CERTIFICATE {TO BE FILLED BY THE BIDDERS}

To,

General Manager (Civil),
Jaipur Metro Rail Corporation Limited,
Room No.-418, 4th Floor, wing-C of Admin Building
Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur-302020

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

_____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



6.10 FORM I: SELF-DECLARATION {TO BE FILLED BY THE BIDDER}

To,

General Manager (Civil),
Jaipur Metro Rail Corporation Limited,
Room No.-418, 4th Floor, wing-C of Admin Building
Mansarovar metro train depot,
Bhriku path, Mansarovar, Jaipur-302020

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____



6.11 FORM J: BLACK LIST CERTIFICATE

We hereby certify that our organization has neither been black listed/ debarred for participation in tenders nor our contracts have been terminated /foreclosed by any company/ Government Department / Public Sector organization during last 3 financial years and during current financial year till the last date of bid submission, due to non-fulfillment of contractual obligations or any other reason.

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Note: Additional pages, duly signed may be attached wherever necessary.



6.12 ANNEXURE I- UNDERTAKING

(Ref: Clause 1.2 (r) of NIB)

1. I/we M/s..... hereby submit that presently my/ our firm is not registered with any or all of the authorities as mentioned below:-

S. No	Registration For	Registered or Not registered
(a)	GST Registration	
(b)	Employees Provident Fund	
(c)	Employee State Insurance	
(d)	Contract Labor License under contract Labor Regulation and Abolition Act 1970	

2. I hereby undertake that within 15 days of issuance of LOA by JMRC, we shall get registered with the authorities concerned for above mentioned registrations please.

Signature of Authorized Signatory with Seal



6.13 ANNEXURE II-CERTIFICATE/UNDERTAKING

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

1. We certify that our organization:-

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

2. We undertake that we shall open our office in Jaipur before issue of LOA/NTP.

Date

Place

Signature

Name

Designation

Seal of Authorized Signatory

Signature of Authorized Signatory with Seal



6.14 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

6.15 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:



6.16 ANNEXURE C1: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is **GM (Civil)** Jaipur Metro Rail Corporation, Jaipur.

The designation and address of the Second Appellate Authority is **Director (O&S)**, Jaipur Metro Rail Corporation, Jaipur.

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal


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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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



6.17 ANNEXURE X - CERTIFICATE BY BIDDER

Name of Work:- “Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarover to Badi Chaupar Metro Station including of Mansarover Depot”

Contract/Agreement No:

Work Site:

Period: From **To**

1. In Compliance to the provision of the Minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us, I/We hereby declare that the labour engaged be me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, JMRC is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour/labours.
2. Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted.
3. Certified that the EPF Act 1952 the Minimum Wages act, 1948, ESI Act, Contract Labour Act, 1971, Factories, Act, 1948, have been fully complied with the me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.
4. The payment has been made to the employees in presence of station Manager as per Minimum Wages Act, 1948 (As per latest notification). The attached photocopy of ESI & EPF Challans has been verified from original.

Signature of Bidder with Seal



7 BILL OF QUANTITIES

7.1 FINANCIAL BID FORM

Bidder Name:

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: General Manager (Civil)

Name of Work: Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badi Choupar Metro Station including of Mansarovar Depot

Contract No: NIB No. 77/JMRC/O&S/Civil/ P. Way /2023-24

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) Bidder should enter their basic rate inclusive of all taxes etc to JMRC.						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE Inclusive of all taxes In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
0	Schedule Part-A: Non-BSR-Items					
1	Thorough Cleaning of Track Beds from Mansarovar to chandpole Including Mansarovar Depot DiEnd excluding station platform area. Disposal of rubbish,muck etc. out of site has to be done by contractor to the dumping ground approved by Corporation with contractors' own labour materials tools and plants complete etc.(The work has to be done once in 03 months as per approval of engineer incharge)	36260.000	Per Meter of Via-Duct (including both tracks)		0.00	INR Zero Only
2	Cleaning of hand rails of viaduct except platform area From MSOR-CDPE along UP/DN Line.(The work has to be done once in 03 months as per approval of engineer incharge)					
2.1	Along Up line	32000.000	Per Meter		0.00	INR Zero Only
2.2	Along Dn line	32000.000	Per Meter		0.00	INR Zero Only
3	Thorough cleaning of track beds and drain of Box/Bored Tunnel excluding station platform location by vaccum cleaner of minimum 35 litres capacity brush, broom, etc. as required and disposal of rubbish, muck etc. out of Tunnel has to be done by contractor to the dumping ground approved by Jaipur municipal corporation with contractors' own labour materials,tools and plant complete etc. etc.(The work has to be done at a frequency of once in 03 Months or as directed by Engineer Incharge.)	61456.000	Per Sq. meter of Tunnel (Single tracks)		0.00	INR Zero Only
4	Providing workmen proficient in track works as per requirement of Engineer-In-Charge (Semi Skilled)					
4.1	In Night Shift	300.000	Per 08 Hrs		0.00	INR Zero Only
4.2	In Day Shift	200.000	Per 08 Hrs		0.00	INR Zero Only
5	Cutting of Head Hardened Rails perfectly vertical as directed by Engineer for emergency works.	10.000	Each		0.00	INR Zero Only
6	Drilling of 16-35mm dia holes on 60 Kg HH Rails as per site requirement as per directions of Engineer for emergency works.	10.000	Each		0.00	INR Zero Only
7	Horizontal/Vertical core cut up to 50mm dia and 200mm to 600mm Length/Depth in PCC/RCC as per directions of Engineer-in-Charge.	80000.000	Per MM		0.00	INR Zero Only
8	Dressing of Shoulder Ballast (one side) of track as per LWR profile as per directions of Engineer-in-Charge	10000.000	Per Meter		0.00	INR Zero Only
9	Greasing of pandrol clip as per direction of Engineer-in-charge. (As per Schedule)					
9.1	In Day Shift	37968.000	Nos.		0.00	INR Zero Only
10	Cleaning/cutting & disposal of heavy grasses, bushes etc. on the cess and slope area on both sides of track along Track length as per direction of Engineer in Charge.	100.000	Per 100 Sqm		0.00	INR Zero Only
11	Picking up of Slacks as per the directions of Engineer incharge (In Day Shift)					
11.1	Plain Sleeper	2500.000	Nos.		0.00	INR Zero Only
11.2	Point and Crossing	1000.000	Nos.		0.00	INR Zero Only
12	Supply of Grouting Material Sikadur 53UF (11 Kg Packets) as per direction of Engineer in Charge.	20.000	Packets		0.00	INR Zero Only
13	Execution of in-situ glued joint as and when required as per direction of Engineer in charge	5.000	Nos		0.00	INR Zero Only
14	Supplying 65mm stone ballast as per RDSO specification and stacking of the same for measurement in JMRC depot as per direction of Engineer in-charge.	25.000	Cum		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate In Words					INR Zero Only	

Validate Print Help
Tender Inviting Authority: General Manager (Civil)

Percentage BoQ

Name of Work: Repair and Maintenance Work of P.Way as required in Metro Line of JMRC from Mansarovar to Badli Choupar Metro Station including of Mansarovar Depot
Contract No: 77/JMRC/O&S/Civil/P. Way /2023-24

PRICE SCHEDULE						
(T/Ns 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.)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate Inclusive of all taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	3	6	53	55
0	Schedule Part-B: BSR-items					
1	Code No.-20-Hydraulic Excavator (30) with driver and fuel	5.000	Day	8000.000	40000.00	INR Forty Thousand Only
2	Code No.-26-Hire and running charge of crane 20 tonne capacity	15.000	Per Day	6350.000	95250.00	INR Ninety Five Thousand Two Hundred & Fifty Only
3	Code No.-39-Tractor with Trolley	15.000	Per Day	1300.000	19500.00	INR Nineteen Thousand Five Hundred Only
4	Code No.-127: Driver (For road roller, Concrete mixer, Truck)	365.000	Day	700.000	255500.00	INR Two Lakh Fifty Five Thousand Five Hundred Only
5	Item no.- 12.45 Applying of priming coat					
5.01	Item no.-12.45.3: With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/steel works	6300.000	Sqm	23.000	144900.00	INR One Lakh Forty Four Thousand Nine Hundred Only
6	Item no.-12.46-Painting with synthetic enamel paint of approved brand and manufacture to given an even shade:					
6.01	12.46.1: Two or more coats on new work	6300.000	Sqm	69.000	434700.00	INR Four Lakh Thirty Four Thousand Seven Hundred Only
Total in Figures					999850.00	INR Nine Lakh Eighty Nine Thousand Eight Hundred & Fifty Only
Quoted Rate in Figures					Select	0.00 INR Zero Only
Quoted Rate in Words					INR Zero Only	

Note:

1. Rate quoted must be for installation at site of Jaipur Metro Mainline Track (Mansarovar to Chandpole) and Supply at Mansarovar Depot including transportation, packing and all taxes including GST. These charges are inclusive of all taxes, duties, transportation and handling which have already taken into account in BOQ.
2. The time period of this contract is 365 days from the date of LOA issue.
3. In case of manufacturing defect, supply items shall be replaced with new item during warranty period.
4. Evaluation will be done on lowest bidder on total cost and not in individual items.

Signature of firm's representative

(With seal of firm)

8 CHECK LIST

Sr. No.	Proposal will contain the following documents :	Whether enclosed	To be submitted online through E-proc. website at time of Technical Bid (scanned copy in pdf format)	To be submitted in original in sealed envelope as physical instrument at time of Technical Bid	To be submitted online through E-proc. website at time of Financial Bid (scanned copy in xls format)
1.	All pages of this BID along with all Annexures/Forms duly signed by the Authorized Signatory of the Bidder firm separately along with supporting documents to satisfy Eligibility criteria as mentioned in NIB (as asked in BID)	Yes/No	✓	X	X
2.	Form A : Form of Bid	Yes/No	✓	X	X
3.	Form B: Certificate of Conformity/No Deviation Certificate	Yes/No	✓	X	X
4.	Form C: Format of Bank Guarantee for Performance Security	Yes/No	✓	X	X
5.	Form D: Form of Agreement.	Yes/No	✓	X	X
6.	Form E (Part I & Part II); Indemnity Certificate and obligations/Compliance to be ensured by the Bidder	Yes/No	✓	X	X
7.	Form F : Obligation/Compliance to the bidder	Yes/No	✓	X	X
8.	Form G: Memorandum of Appeal (Rule 83)	Yes/No	✓	X	X
9.	Form H : Bidder's Authorization Certificate	Yes/No	✓	X	X
10.	Form I: Self Declaration	Yes/No	✓	X	X
11.	Form J: Blacklist Certificate	Yes/No	✓	X	X
12.	Annexure I: Undertaking in reference to clause 1.2(u) of NIB	Yes/No	✓	X	X
13.	Annexure II: Certificate/Undertaking by the Bidder as per RTPPA-2012	Yes/No	✓	X	X
14.	Annexure A1: Compliance with the Code of Integrity and No Conflict of Interest	Yes/No	✓	X	X
15.	Annexure B1: Declaration by the Bidder regarding	Yes/No	✓	X	X



Signature of Authorized Signatory along with seal

Sr. No.	Proposal will contain the following documents :	Whether enclosed	To be submitted online through E-proc. website at time of Technical Bid (scanned copy in pdf format)	To be submitted in original in sealed envelope as physical instrument at time of Technical Bid	To be submitted online through E-proc. website at time of Financial Bid (scanned copy in xlsx format)
	Qualifications				
16.	Annexure C1: Grievance Redressal during Procurement Process	Yes/No	✓	X	X
17.	Annexure X: Certificate by Bidder	Yes/No	✓	X	X
18.	Cost of Bid document(DD/Banker Cheque)	Yes/No	✓	✓	X
19.	e-Bid Processing fee (DD/Banker Cheque)	Yes/No	✓	✓	X
20.	<u>Bid Security/EMD</u>	Yes/No	✓	✓	X
21.	Financial Bid Form duly filled in and digitally signed	Yes/No	X	X	✓

