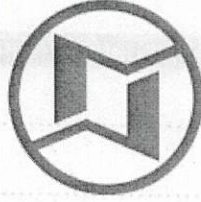


Price Rs. 1,180.00/-



JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LTD.

Open Competitive E-Bid Single Stage Two Envelope  
(Technical Bid & Financial Bid) BID DOCUMENT

**NIB No.:111/JMRC/O&S/Civil/P.Way/2024-25**

*“Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld  
(Using B-Scan Machine) on mainline and depot section of  
JMRC Ph-1A & 1B.”*

**Jaipur Metro Rail Corporation Ltd.**

**Office of General Manager Civil**

Room No-405, 4th Floor, Admin Building,

Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur-302020

Website: [www.transport.rajasthan.gov.in/jmrc](http://www.transport.rajasthan.gov.in/jmrc)

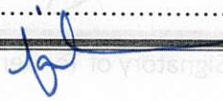
Email: [gmcivil@jaipurmetrorail.in](mailto:gmcivil@jaipurmetrorail.in), [mgrcivil@jaipurmetrorail.in](mailto:mgrcivil@jaipurmetrorail.in)

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JAIPUR METRO

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

Room No-405, 4th Floor, Admin Building,  
Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur-302020  
Tel. No. +917728895364 (Manager Civil),  
Email: gmcivil@jaipurmetrorail.in, mgrcivil@jaipurmetrorail.in

**SCHEDULE-A: NOTICE INVITING BID (NIB)**

**General:**

- (i) Jaipur Metro Rail Corporation invites online Open competitive bids from interested and eligible agencies for “Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B.” This bid is invited under RTPPR Act-2012, and Rules, 2013.
- (ii) The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on the Corporation’s website <https://transport.rajasthan.gov.in/jmrc> and state public procurement portal i.e., <http://sppp.rajasthan.gov.in>.
- (iii) Bidders who wish to participate in this bidding process must register at <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per the Information Technology Act, 2000, Bidders will have to obtain a Digital Signature Certificate (DSC) from any agency-approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used by the bidder to digitally sign the bids before its online submission on E-Proc Portal. However, each page of the bid must be stamped and signed by the authorized signatory of the bidder firm as token of acceptance of the Bid Conditions.

**1.0 NOTICE INVITING BID (NIB) KEY DETAILS:**

|     |   |  |
|-----|---|--|
| (a) | Name & Address of the Procuring Entry         | <b>Name:</b> - General Manager (Civil), Jaipur Metro Rail Corporation Ltd.<br><b>Address:</b> -<br>Room No-405, 4th Floor, Admin Building,<br>Depot of Jaipur Metro, Bhrigu Path, Mansarovar,<br>Jaipur-302020.<br><b>Email:</b><br><a href="mailto:gmcivil@jaipurmetrorail.in">gmcivil@jaipurmetrorail.in</a> ;<br><a href="mailto:jmrcciviloffice215@gmail.com">jmrcciviloffice215@gmail.com</a> . |
| (b) | Subject Matter of Procurement. (Name of Work) | <b>“Ultrasonic Flaw Detection (USFD) Testing of Rails &amp; Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A &amp; 1B.”</b>   |

**SCHEDULE-A: NOTICE INVITING  
BID (NIB)**

111/JMRC/O&amp;S/Civil/P.Way/2024-25

|     |  |   |
|-----|--|---|
| (c) | Work completion Period   | 60 Days from the date of issue of LOA.  |
| (d) | Defect Liability Period  | 1 Year from the date of work completion.  |
| (e) | Bid Procedure  | Single Stage Two Envelope (Technical Bid & Financial Bid)   |
| (f) | Bid Evaluation Criteria  | Technically Qualified and Lowest Rated Bidder (L-01)  |
| (g) | Website for downloading Bidding Documents, Corrigendum, Addendums, etc.                      | <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a><br><a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a><br><a href="http://transport.rajasthan.gov.in/jmrc">transport.rajasthan.gov.in/jmrc</a>                                 |
| (h) | <b>Cost of Bid Form</b><br>(Non-Refundable)  | To participate in the bid, the bidder has to pay the cost of the bid form as below: -<br>Cost of Bid Form: - Rs. 1,180.00/- Rupees.<br>(DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited)   |
| (i) | Estimated procurement cost   | <b>INR ₹ 3,44,083.00 (Inclusive of all taxes and other charges)</b>   |
| (j) | <b>Bid Security Deposit (EMD)</b>  | <b>Amount (INR): 2.0% (Rs. ₹ 6,882.00/-)</b> of Estimated Cost. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited or as per RTPPR-2013) with latest amendments as on issue of NIB.  |
| (k) | <b>E-Bid Processing Fee</b><br>(Non-Refundable)  | <b>Rs. 500.00</b> /- by Demand Draft / Bankers Cheque, payable in favor of <b>Managing Director, RISL</b> . Payable at Jaipur   |
| (l) | Venue of Physical Submission of Cost of Bid Form, Bid Security and E-Bid Processing Fee etc. | Date: <u>13-11-2024</u> ; Time: <u>14:00</u><br>O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd.<br><b>Address:</b> -<br>Room No-405, 4th Floor, Admin Building,<br>Depot of Jaipur Metro, Bhrigu Path,<br>Mansarovar, Jaipur-302020<br><b>Mobile No:-</b> +917728895364 |
| (m) | Publishing Date on E-  | Date: <u>21-10-2024</u> - Time- <u>09:00</u> Hrs  |

**SCHEDULE-A: NOTICE INVITING  
BID (NIB)**

111/JMRC/O&S/Civil/P.Way/2024-25

|     |  |  |                         |
|-----|--|--|-------------------------|
|     | Proc Portal, SPPP Portal and JMRC Website.   |  |                         |
| (n) | Document Sale/ Download/ Cost of Bid Form deposition period.   | From <u>21-10-2024</u> Date: Time- <u>09:00</u> Hrs<br>To <u>13-11-2024</u> Date: Time- <u>15:00</u> Hrs   |                         |
| (o) | Date and Time of Pre-bid meeting   | Date: <u>28-10-2024</u>  | Time: <u>12:30</u> Hrs  |
|     | Authority and Place for Pre-Bid Meeting.   | General Manager (Civil), Chintan Room, Room No-208, 2nd Floor, Admin Building, Depot of Jaipur Metro, Bhriugu Path, Mansarovar, Jaipur-302020  |                         |
|     | Last date for submission of queries to JMRC.   | Date: <u>28-10-2024</u>  | Time: <u>18:00</u> Hrs. |
| (p) | Date and time for issuance of Minutes of Pre-bid meeting on E-Proc Portal, SPPP Portal and JMRC Website. | Date: <u>29-10-2024</u>  | Time: <u>16:00</u>      |
| (q) | Online Bid Submission Period on E-Proc Portal of Rajasthan Government.                                   | From <u>21-10-2024</u> Date: Time- <u>09:00</u> Hrs<br>To <u>13-11-2024</u> Date: Time- <u>15:00</u> Hrs   |                         |
| (r) | Online Technical Bid Opening Date and Time   | <b>Date:</b> - <u>13-11-2024</u> Time: - <u>16:00</u> Hrs<br><b>Venue:</b> - O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd.<br><b>Address:</b> -<br>Room No-405, 4th Floor, Admin Building, Depot of Jaipur Metro, Bhriugu Path, Mansarovar, Jaipur-302020. |                         |
| (s) | Bid Validity   | 90 days from the bid submission deadline.  |                         |
| (t) | <b>PRE-QUALIFICATION CRITERIA (TECHNICAL BID)</b>  |  |                         |
|     | <b>Bidders Eligibility: -</b>  | <b>Documents required to be submitted: -</b>   |                         |

|  |  |
|--|--|
| <p>(i) Cost of Bid Form, Bid Security Deposit and E-Bid Processing Fee.</p> <p>(ii) Similar Work: -</p> <p>(a) The bidder firm should have experience in the execution of <b>“USFD testing of welds &amp; rails (using B-Scan Machine) in Indian Railways or its subsidiaries/sister concern or Metro Railways in India”</b> and should have well-established capacity to execute the required work as per Clause 1.0 (b) of NIB of Bid Document.</p> <p>Work experience (physical requirement) shall be required as per detail given below:</p> <p>The bidder firm should have satisfactorily completed One similar work of at least 80% of the estimated cost of similar work i.e Rs 2.75 Lakh /- OR</p> <p>Two similar works of at least 50% of the estimated cost of each costing Rs 1.72 Lakh /- OR</p> <p>Three similar works of at least 40% of the estimated cost each costing Rs. 1.37 Lakh/-. Work completion certificates are to be submitted accordingly.</p> <p>(b) <b>Eligibility Conditions -Special Technical Criteria (USFD Rail/Welds):-</b> The tenderer shall have valid QAP for B-Scan facility equipped with 9 channels duly approved by RDSO as on date of tender opening, if the valid QAP is not submitted, the offer will be summarily rejected.</p> | <p>(i) As per Clause 1.0 (h), Clause 1.0 (j) and Clause 1.0 (k) in original to JMRC before the due date and time for the bid submission as per Clause 1.0 (l) &amp; (q) of NIB of Bid Document.</p> <p>(ii)</p> <p>(a) For executed similar works in Indian Railway or its subsidiaries/sister concern or Metro railways; self-certified copies of certificates for satisfactory work completion 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 date of bid submission.</p> <p>(b) The Contractor must provide documentary evidence of:-</p> <p>(i) Owing minimum 03 numbers of RDSO approved SRT B-Scan machines with 9 probes Or minimum 1 No of RDSO approved Digital Weld Tester with A Scan.</p> <p>OR</p> <p>(ii) Proof of entering into MOU with manufacture/ supplier of RDSO approved vendor for required number of machines as specified in (i) above.</p> |
|--|--|

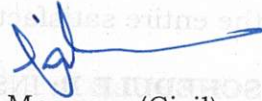


|   |   |
|---|---|
| <p>(iii) The bidder firm may be: -<br/>- Company registered under "Companies Act-1956/2013", OR<br/>- Registered Sole proprietor, OR<br/>- Registered Partnership/Joint Venture Firm. And must be in existence for the execution of similar works for a minimum period of 03 Years reckoned from the last day of the previous month to the month in which NIB was called.</p> <p>(iv) The Average Annual Turn Over of the bidder during any of the last preceding 03 audited financial years (i.e FY- 2021-22 to 2023-24) should not less than <b>100</b> % of estimated cost i.e INR 3.44 Lakh. In case of non-availability of the audited balance sheet (Profit &amp; Loss Account Statement)/published annual accounts of the preceding Financial Year, the audited balance sheet (P&amp;L Statement)/published annual account of the preceding FY 2020-21 to 2022-23 shall be taken into consideration.</p> <p>(v) Mandatory Registrations of the bidder such as "Goods &amp; Service Tax (GST)" and Income Tax Registration.</p> | <p>(iii) Self-attested copy of registration document as proof of registered firm for the similar work.<br/>PAN / GST in case of proprietorship Firm.<br/>(Copy of Partnership deed or certificate of incorporation with memorandum of articles of association, Power of attorney/Board resolution (as applicable) in favour of bid signing authority.</p> <p>(iv) Self-Certified Certificate issued by Chartered Accountant (CA) for the "Annual Turn Over" of the Bidder. OR Self-certified Income Tax Return Documents (ITRs) &amp; Audited Balance Sheets (Certified by a Chartered Accountant (CA)).</p> <p>(v) Self-Certified Copy of: -<br/>- GST Registration of Bidding Firm.<br/>- Copy of PAN Card.</p> |
| <p>Note: -<br/>(i) For Section clause t(iii) (above), in case of bidder is a consortium, the above documents shall be mandatorily submitted for all the constituent members.</p>  |   |
| <p>(u) <b>ONLINE SUBMISSION OF BIDS: -</b><br/>Online bids will have to be digitally stamped and signed by the authorized signatory of the bidder firm and submitted in a time-stamped electronic sealed box on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> in the manner as below:<br/><b>The Bidder shall submit his signed and stamped bid online in two parts: -</b></p> <p>(i) <b>First Part: -</b> Technical Bid with all necessary documents in .pdf format (Self Certified/Signed by authorized Signatory of Firm) as per Clause 1.0 (t) of NIB, Scanned Copy of financial instruments such as Cost of Bid Form, E-Bid Processing Fee and Bid Security as per Clause 1.0 (h, j, k &amp; l) of NIB, complete bid document as per Clause 1.1.1 of ITB of Bid Document (Except Schedule-G/Price Bid/BoQ).</p> <p>(ii) <b>Second Part: -</b> Financial Bid in electronic format (.xls Format) to be</p>   |   |

|            |   |
|------------|---|
|            | <p>submitted online through E-Proc Portal for Rajasthan Government to procuring entity of JMRC as per Clause 1.0 of NIB of Bid Document on or before the last date of bid submission.</p> <p><b>Note: -</b></p> <p>(i) Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee &amp; Bid Security as uploaded on E-Proc website is to be submitted at the office of JMRC before the due date of submission as per Clause-1.0 (l) of NIB Document.</p> <p>(ii) The bidders have to take utmost care that the Financial Bid is to be submitted separately in the Second Part of the Bid i.e. Financial Bid on the E-Proc website only. If any details of the Financial Bid whether intentionally/ unintentionally/ by mistake are mentioned in the First Part i.e. Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.</p>  |
| <p>(v)</p> | <p><b>POINTS TO BE NOTED:</b></p> <p>(i) Bidder (authorized signatory) shall submit their Two-Part Bid (First Part: -Technical Bid and Second Part: -Financial Bid) online on E-Proc website i.e. <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> both for technical and financial proposals separately for each.</p> <p>(ii) In case, any of the bidders fails to pay the Cost of Bid form, E-Bid Processing Fee and Bid Security to JMRC, its Bid will not be considered and will be rejected.</p> <p>(iii) JMRC will not be responsible for the 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 the Bids.</p> <p>(v) Conditional Bid will be summarily rejected by JMRC.</p> <p>(vi) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</p> <p>(vii) All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Form-B and /or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and will be summarily rejected.</p> <p>(viii) Any Bid received with unattested cutting/ overwriting will be rejected.</p> <p>(ix) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only for the help the bidders to prepare a logical bid proposal.</p> |



- (x) The provisions of the 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. The RTPP Rules and ACT 2013 are available on the website of the finance department of Rajasthan i.e. <https://finance.rajasthan.gov.in/>
- (xi) Approved GCC is uploaded and available on the JMRC website i.e. <https://transport.rajasthan.gov.in/jmrc>, by signing the Bid Document, the 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

**2.0 CONTENTS OF BID DOCUMENT: -**

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

**2.1 SCHEDULE A: INFORMATION USEFUL FOR BIDDERS & SCOPE OF WORK:**

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

**2.2 SCHEDULE B: INSTRUCTIONS TO BIDDERS: - Attached Separately.**

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

**2.4 SCHEDULE D: OTHER RELEVANT DOCUMENT**

Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, the 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. For detailed information, please refer to Schedule-D enclosed within the bid document.

**2.5 SCHEDULE E: ANNEXURE: Attached Separately.**

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

Annexure B: Declaration by the Bidder regarding Qualifications.

Annexure C: Grievance Redressal during Procurement Process.

Annexure C1: Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Annexure D: Additional Conditions of Contract.

Annexure E: Initial filter criteria of the applicant.

Annexure F: Certificate by the Bidder to be appended with Annexure-E.

Annexure G: Certificate/Undertaking by the bidder as per RTPPA-2012. (On Bidder's Letter Head)

Annexure X: Certificate By Bidder with each Bill.

**2.6 SCHEDULE F: FORMS: Attached Separately.**

FORM-A: - Form of Bid with Appendix.

FORM-B: - Certificate of Conformity/No Deviation {to be filled by the Bidder}

FORM-C: - Form of Performance Security (Bank Guarantee) by Bank.

- FORM-D: - Form of Agreement.
- FORM-E: - General Information.
- FORM -F: - Bidder's Bank Details.
- FORM-G: - Power of Attorney.
- FORM-H: - Indemnity certificate and obligation/ Compliance to be ensured by the Bidder.

**2.7 SCHEDULE-G: - PRICE BID/FINANCIAL BID: -**

Attached separately.

**2.8 SCHEDULE-H: - Checklist for bid Evaluation/Submission:**

Attached separately.

**2.7 SCHEDULE-I: - appendices**

All listed appendices are attached separately.

SIGNATURE OF CONTRACTOR

With full address & Mobile No.:

General Manager (Civil), JMRC

Jaipur Metro Rail Corporation Ltd.,

Jaipur

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

1.1.1 Digitally Signed Online Bids are invited for the NIB No.: 111/JMRC/O&S/Civil/P.Way/2024-25 towards “Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B.” by Jaipur Metro Rail Corporation Limited, hereinafter called the ‘Employer’, for Works in accordance with this Bid Package. The Bid consists of the following documents, along with their Tables, appendices, addenda, corrigenda, and errata if any.

**CONTENTS OF BID DOCUMENT: -**

- (i) Notice Inviting Bid (NIB) -Schedule-A
- (ii) Instructions To Bidder (ITB) -(Schedule-B)
- (iii) Special Conditions of Contract (SCC) -(Schedule-C)
- (iv) General Conditions of Contract (GCC) -(Schedule-D)
- (v) Annexure (s) -(Schedule-E)
- (vi) Forms-(Schedule-F)
- (vii) Price Bid/ Financial Bid - Bill of Quantities (BOQ) -(Schedule-G)
- (viii) All listed Appendices in SCHEDULE-I: Appendices

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

1.1.2 The relevant address for correspondence relating to this Bid is given below:

General Manager (Civil), Jaipur Metro Rail Corporation LTD,  
Room No-405, 4th Floor, Admin Building,  
Depot of Jaipur Metro, Bhrigu Path, Mansarovar, Jaipur-  
302020

1.1.3 A Pre-Bid meeting shall be held on the date and location given in clause 1.0 (o) of the NIB.

1.1.3.1 The purpose of the meeting will be to clarify issues and to answer questions on any matters that may be raised at that stage.

1.1.3.2 The Bidder is requested to submit any question in writing or by facsimile, to reach the employer not later than the last date of seeking clarification as mentioned in key details of NIB.

1.1.3.3 The text of the questions raised by the Bids and the response given will be transmitted without delay to all purchasers of the Bids documents. Any modification of Bid documents, which may become necessary as a result of the Pre-Bid meeting shall be made by the employer exclusively the issue of an Addendum/clarification.

1.1.3.4 Non-attendance at the Pre-Bid/Pre-bid meeting will not be a cause for disqualification of a Bidder.

**1.2 SUBMISSION OF BIDS**

**1.2.1 COST OF BID DOCUMENT:**

1.2.1.1 The BID should be submitted in the prescribed Bid document, which may be purchased as per Clause 1.0 (h) of NIB of Bid Document.

1.2.1.2 The complete bid document can be downloaded from the website <https://www.eproc.rajasthan.gov.in>; <http://transport.rajasthan.gov.in/jmrc> or [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in). The cost of bid document is to be submitted in the form of DD/ Banker's Cheque etc as per Clause 1.0 (h & l) of NIB.

**1.2.2 SEALING AND MARKING OF BIDS**

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

**1.2.3 EVALUATION OF BID**

1.2.3.1 The Employer, *in accordance with Rule 63 of the RTPPR Rules 2013*, will conduct a thorough technical evaluation of the submitted technical proposals to ascertain the bidder's comprehensive understanding of the contract requirements. In the event of a significant inadequacy in a Bidder's technical submission, the Bid will be deemed non-compliant and subsequently rejected. Please refer to Clause 1.0 (t) of the NIB, Clause 1.1.1 of the ITB within the Bid Document, and the relevant Forms and Annexures outlined in Schedule-E and Schedule-F of the Bid Document for further details.

1.2.3.2 All bids deemed technically acceptable will be eligible for consideration of their financial proposals. The firms that achieve technical qualifications will be notified by the JMRC. The Employer, *in accordance with Rule 65 of the RTPPR 2013*, will conduct a comprehensive financial evaluation of the submitted financial proposals to ascertain the lowest bidder. Please refer to the relevant sections in the Bid Document for detailed information.

1.2.3.3 For price evaluation of Bid, the Total Overall Cost as quoted for the work of "Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B." will be considered.

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

**1.2.4 NEGOTIATIONS**

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

**1.2.5 CORRECTION OF ERRORS: -**



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

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

### **1.3 AWARD OF CONTRACT**

#### **1.3.1 AWARD CRITERIA**

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

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

### **1.4 SIGNING OF AGREEMENT**

1.4.1 The contractor shall prepare the Agreement on the non-judicial stamp as per the Rajasthan Stamp Act, in the Performa (Form D of Schedule-F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within **15** days from the date of issue of the letter of acceptance, the successful Bidder will be required to execute the Contract Agreement. The performance security should be submitted immediately after the issue of the letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

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

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

### **1.5 PERFORMANCE SECURITY**

1.5.1 The successful bidder shall furnish to the Employer a performance security in the form of a BG/BC or DD in the name of JMRC for **an**



**amount equal to 10.0% of the total Contract Price**, in accordance with Clause 4.2 of the General Conditions of Contract and rule 75 of RTPPR-2013. **The validity of BG (If submitted) shall be beyond 60 days after the expiry of all contractual obligations.** The Bank Guarantee has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form C- Schedule-F) provided in this document shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.4.2 of ITB.

1.5.2 Alternatively, upon the successful bidder's request for the deduction of performance security, the Employer, in accordance with Rule 75 (3) (f) of the RTPPR, may permit the Bidder to submit the performance security amount (equivalent to **10.0%** of the total contract price) through deductions from each running and final bill, calculated at a rate of **10.0%** of the bill amount. This deduction will continue until the entire performance security amount is deposited. In the event that the total performance security has not been received by the submission of the final bill, any outstanding balance of the performance security will be deducted from the final bill to ensure full compliance with the performance security requirement.

1.5.3 In the 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.

1.5.4 The Performance Security shall be refunded to the contractor after satisfactory completion of the Defect Liability Period. The Performance Security shall be forfeited by the Procuring Entity when work is not completed within the stipulated period by the contractor and the defects are not attended in the Defect Liability Period.

1.5.5 **Additional Performance Security:** -

1.5.5.1 In addition to Performance Security as specified in rule 75 of RTPPR-2013, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of the Unbalanced Bid Amount. The Additional Performance Security shall be deposited in a lump sum by the successful bidder before execution of the Agreement. The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque, or Bank Guarantee in favour of "Jaipur Metro Rail Corporation Limited".

Explanation: For the purpose of this rule: -

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of the subject matter of procurement mention in bidding documents by the Procuring Entity.

- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

1.5.5.2 The Additional Performance security amount shall be refunded to the contractor after satisfactory completion of the Defect Liability Period. The Additional Performance shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor and the defects are not attended in the Defect Liability Period.

1.5.6 Should the successful bidder fail to furnish both the required Performance Security and any additional performance security (if applicable), such failure shall serve as adequate grounds for the annulment of the Contract award and the forfeiture of the bid security. Furthermore, in the event that the successful bidder does not commence the contracted work for any reason following the issuance of the Letter of Award (LOA) in accordance with the terms and conditions outlined in the Bid, the LOA shall be revoked. As a consequence, the Performance Security and any additional performance security (if applicable), or the Bid Security equivalent to the sum of the Performance Security and any additional performance security (if applicable), shall be subject to forfeiture.

1.5.7 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 or electronic bank guarantee (e-BG) of a scheduled bank. It shall be verified by the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in the bidding document for Bid Security. The government of Rajasthan amended the Rajasthan Stamp Act, 1998 vide Finance Bill 2015 and inserted Article 13-A, which provides that a 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 the procuring entity on account of the 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 the 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. Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds.

## **1.6 OTHER TERMS & CONDITIONS: -**

### **1.6.1 PAYMENT:**

1.6.1.1 Payment will be made on actual work executed after satisfactory completion of works as per the issued work orders by JMRC under this works contract. the submitted GST-Invoice/Bills shall be accepted after

certification by the Engineer In-Charge on the face of the bill, confirming the actual work's compliance with BOQ specifications.

1.6.1.2 No advance is payable.

1.6.1.3 GST-Invoice/Bills, correct in all respect, shall be submitted in favor of Jaipur Metro Rail Corporation Limited, Jaipur with bank details in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment.

1.6.1.4 Necessary and applicable statutory deductions from the bill/invoice amount shall be done by JMRC on account of Labour Welfare Cess as per BOCW Welfare Cess Act-1996 (Minimum 01% on bill amount and maximum up to 02% of bill amount as per latest guidelines issued by Govt. of Rajasthan) and TDS etc.

#### **1.6.2 OTHER CONDITIONS:**

1.6.2.1 Prices are inclusive of Manpower, Material, Tools, Transportation, all taxes & duties etc.

1.6.2.2 No tools and Plants shall be issued to the contractor by JMRC.

1.6.2.3 Only authorized staff of the contractor having proper identity cards issued by the contractor/firm shall be permitted to enter in JMRC Site Premises.

1.6.2.4 The work should be carried out without causing any hindrance to the users.

1.6.2.5 If the contractor fails to perform/execute the work satisfactorily, the contract may be terminated at any time without assigning any reason to the contractor.

1.6.2.6 The JMRC shall have the right to make minor alterations/additions/substitution in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by authorized JMRC's representative.

1.6.2.7 JMRC's General conditions of contract shall be applicable.

#### **1.6.3 RTPP Act 2012 & RTPP Rules 2013:**

"The Rajasthan Transparency in Public Procurement Act, 2012 and the "The Rajasthan Transparency Public Procurement Rules, 2013" under the said act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. The Bidders are advised to acquaint themselves with the provisions of the Act and the rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding document, the provisions of the Act and the Rules shall prevail".

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

**1.0 SPECIAL ATTENTION**

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

**2.0 RIGHT OF WAY**

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

**3.0 COORDINATION WITH OTHER BIDDERS**

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

**4.0 SUFFICIENCY OF BID**

- 4.1 The Bidder shall be entirely responsible for the sufficiency of rates quoted by him in his bid.
- 4.2 The Bidder (Successful Bidder) shall be paid for only at quoted/accepted rates.

**5.0 NOTICES AND INSTRUCTIONS**

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

**6.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER**

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

**7.0 USE AND CARE OF SITE**

- 7.1 The Bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Engineer-In-Charge. Furthermore, if the work site is situated in Chhoti Chaupar or Badi

Chaupar, please note that these locations are designated UNESCO World Heritage Sites. Consequently, all work must be conducted with the highest level of care and adherence to preservation standards to ensure the protection of the site's historical and cultural integrity.

- 7.2 All garbage/debris shall be removed from the site daily or as they accumulate. All garbage/debris shall be disposed of to the approved locations in a covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the bidder at his cost. The transportation for disposing of the debris shall also be arranged by the bidder.
- 7.3 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
- 7.4 Necessary permission/approval of the Employer's representative shall be obtained before carrying out the work.

**7.5 ACCIDENTS: -**

It shall be the entire responsibility of the bidder to adopt all the safety measures and deploy personnel who are adequately trained in safety. If any accident occurs within the JMRC jurisdiction while carrying out the works or due to negligence on the part of the bidder's personnel, it shall be the full responsibility of the bidder.

**8.0 DUTIES, TAXES, OCTROI, ROYALTY ETC**

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

**9.0 GST REGISTRATION CERTIFICATE**

If the Bidder is a GST assessee, he should produce a valid GST Registration Certificate; otherwise, payment to the Bidder may be withheld.

**10.0 HOUSING FACILITIES:**

(Supplemental to Clause 6.6 of "General Conditions of Contract")

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

**11.0 ACCESS ROADS AND HAUL ROADS**

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

**12.0 DEDUCTIONS FROM BIDDER'S BILL**

- 12.1 **Tax Deduction at Source (TDS):** The Employer shall deduct Tax at Source (TDS) from each on-account progress bill in accordance with the provisions of relevant statutes, acts of statutory bodies, and local authorities.
- 12.2 **Statutory Deductions for Labour Welfare Cess:** JMRC shall make necessary deductions from the bill/invoice amount on account of Labour Welfare Cess as per the provisions of the Building and Other Construction Workers Welfare Cess Act-1996. The deduction shall range from a minimum of 01% to a maximum of 02% of the bill amount, subjected to the latest guidelines issued by the Government of Rajasthan.
- 12.3 **Other Deductions:** Any other deductions, if applicable, shall be made in accordance with the provisions outlined in Section 1.6.1.2 of Instructions To Bidders (ITB) and Section 13.3 of Schedule-C: Special Conditions of Contract (SCC).

**13.0 PROGRAM OF WORKS**

- 13.1 The period of the contract is as per Clause 1.0 (c.) of NIB. However, the work should be started immediately after the issue of the LOA or as per the directions contained in the LOA.
- 13.2 The bidder should work round the clock if required. The major activities which are affecting the traffic are to be done at non-operational hours i.e. in the night shift.

**13.3 PENALTY**

- 13.3.1 Penalty for non-attending the works within the minimum specified time as mentioned for the different works after the issue of instructions by the competent authority or incomplete work or for the poor quality of works will be levied up to the rate of 10% of the following:

13.3.1.1 In Case of Item Rate Contract, Total Cost of work as per Work order

13.3.1.2 In Case of a contract other than the Item rate contract, the total Contract Price.

- 13.3.1.3 In Case of Termination of any Contract, the total Contract Price.
- 13.3.2 Repeated failure by the bidder to attend to the works within a specified time period may lead to termination of the contract. The penalty shall be preceded by proper show cause notice. The penalty once levied may be reviewed by the authority next higher to the authority who has levied the penalty on written submission by the bidder within 15 days of the levy of the penalty.
- 13.3.3 This penalty shall not relieve the bidder from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 13.3.4 The Bidder shall co-ordinate his programme to the extent feasible with the programmers 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.
- 13.3.5 0.015% of contract price per day of delay in completion of work as per time period of completion mentioned in work orders.
- 13.3.6 In cases where the entire bid security, performance security, or any substitute thereof is forfeited by the procuring entity in relation to a procurement process or contract termination, the bidder may face debarment from participating in any future procurement processes conducted by the procuring entity. The duration of this debarment period shall not exceed three years.

#### **14.0 SECURITY MEASURES**

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

#### **15.0 ECOLOGICAL BALANCE**

- 15.1 The Bidder shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Bidder shall conduct his work activities, 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.

15.2 Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Bidder's expense. All work areas shall be smoothed and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.

(a) All trees/plants and shrubbery, which are not specifically required to be cleared or removed for works purposes, shall be preserved and shall be protected from any damage that may be caused by Bidder's maintenance activities. The removal of trees/plants or shrubs may be permitted only after prior approval by the Engineer-In-Charge. Trees/plants shall not be used for anchorage. The Bidder shall be responsible for injuries to trees/plants and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches etc. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Bidder's expenses.

(b) In the conduct of works activities and operation of equipment, the Bidder shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.

15.3 Separate payment shall not be made for complying with the provisions of this clause and all costs shall be deemed to have been included in the price in the Bill of Quantities.

## **16.0 BRIEF SCOPE OF WORK**

Brief scope of work is included/mentioned below in SCC Part-2 of the Bid document.

## **17.0 PAYMENT**

17.1 For the purpose of On-account payment, the bidder shall submit detailed activities carried out as per Work orders recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be based on unit rates as approved in the Bill of Quantities.

17.2 The bidder has to submit self-certified copies of vouchers showing quantity of materials brought to site for in charge's record.

17.3 If any activities not carried out as per the work order the applicable amount may be deducted from the payable bill amount or performance



security/bid security etc. If the work carried out through other agency under the intimation to the bidder and the charges incurred on it may be deducted from the bidder's bill. In addition, the applicable penalty may be levied as per Clause 13.3 of SCC.

- 17.4 The payment shall be made on actual work done basis for the activities carried out as per the work orders. At the time of billing, the bidder shall submit necessary documents and Bill in the standard format for payment.

**18.0 BIDDER'S OFFICE****18.1 Monthly Progress Report:**

- 18.1.1 The Bidder shall maintain a Monthly Progress Report throughout the duration of the project. This report shall be duly verified by a representative of JMRC (Jaipur Metro Rail Corporation) and submitted as and when required.
- 18.1.2 The Monthly Progress Report should provide a comprehensive overview of the work progress during the specified time period. It should include details on milestones achieved, work completed, resources utilized, and any challenges or delays encountered.
- 18.1.3 JMRC reserves the right to request the Monthly Progress Report at any time to assess the work status and ensure compliance with the agreed-upon timelines and deliverables. The report should be submitted promptly upon request, allowing sufficient time for verification and assessment by JMRC.
- 18.1.4 The Bidder is responsible for ensuring the accuracy and transparency of the Monthly Progress Report. It should be prepared in a clear and concise manner, utilizing appropriate formats and standardized templates specified by JMRC.
- 18.1.5 Failure to maintain and submit the Monthly Progress Report as required may result in penalties, contract termination, or other appropriate actions as deemed fit by JMRC.
- 18.1.6 It is important for the Bidder to keep accurate records, collaborate with JMRC representatives, and facilitate the verification process in relation to the Monthly Progress Report.
- 18.1.7 This provision regarding the Monthly Progress Report shall remain in effect throughout the duration of the contract, unless otherwise specified by JMRC in writing.

**19.0 NOISE AND DISTURBANCE/POLLUTION**

- 19.1 All works shall be carried out without unreasonable noise and disturbance. The Bidder shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and

against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

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

## **20.0 ADVANCES**

No advances shall be paid to the Bidder.

## **21.0 PRICE VARIATION CLAUSE**

Price variations clause is not applicable in this contract.

## **22.0 WATER SUPPLY AND ELECTRICITY**

Water supply and electricity may be provided by JMRC if possible, as per site condition only after the approval of authority of JMRC.

## **23.0 COMPLIANCES TO VARIOUS PROVISIONS OF ACTS:**

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

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

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

## **25.0 RETURNS OF SURPLUS MATERIAL**

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

## **26.0 STORAGE OF DISMANTLED MATERIAL**

Storage of dismantled materials will be the responsibility of bidder. Dismantled material so accumulated is to be submitted to STORES of JMRC at DCOS Building at Metro Train Depot of JMRC at Bhriгу Path

Mansarovar, Jaipur on the risk and cost of bidder after getting written permission from O/o Engineer-in-charge.

**27.0 MANDATORY REGISTRATION OF BIDDER**

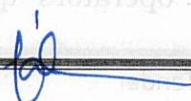
The bidder should be registered for "Goods and Service Tax" (GST).

**28.0 WORK NOT TO BE SUBLET**

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

**29.0 SCHEDULE OF INSPECTIONS**

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



**PART-2****SPECIAL CONDITIONS and TECHNICAL SPECIFICATION (USFD testing of  
rail/welds).**

1. Carrying out Through USFD testing of running Rails and Welds (excluding flange testing) including level crossings, SEJ's , Zone-I(lead portion of points & crossings), and scabbed rail, testing of all types of rails with only B-scan machines equipped with 9 channels SRT/DRT using 0° (4 MHz) and 70° (2 MHz) central forward & backward, 70° (2 MHz) gauge face corner forward & backward and 70° (2 MHz) field forward & backward probes and 37° (2 MHz) forward & backward probes for detecting bolt hole cracks by NBC (Need Based Concept) method under traffic conditions as per provisions of IR's "Revised Manual-2022 & Specifications for Ultrasonic Testing of Rails and Welds" & related instructions, duly marking defects, submission of daily reports and storing back- up data, as specified & directed with Contractor's USFD machine. Testing and reporting is to be done as per the Indian Railway Standard specification for Ultrasonic testing of Rails/Welds- Revised - 2020 and latest amendments of RDSO & Railway Board. In case of any conflict, the special conditions of the contract shall prevail
2. The contractor shall conduct hand probing of machined portion of all types of switches (2 tongue Rails and 2 stocks rails), scabbed rails wherever necessary as per the procedure laid in "Manual for Ultrasonic Testing of Rails and Welds- Revised 2022" with latest correction slips issued from time to time and as per Indian Railways Standard Specification for Ultrasonic testing of rails/welds- Revised-2020 with latest correction slips and instructions issued by Railway Board & RDSO from time to time as applicable to Rail testing.
3. The minimum defect detection level reliability percentage vis-a-vis size should satisfy clause mentioned in the technical specification. The capability of test system shall be verified before testing begins, and after change of operator/ machine and after every 1000 km of testing to ensure compliance of the specification. For this purpose, contractor will have to bring their machine and operators to RDSO/LKO for verifying the test system capability. This may be done using known rail defect method- where the test system runs over a test containing known defects of various sizes and types or by defect audit verification method, where numbers of rail defects detected by contractor during inspection run are audited by physical examination. For this purpose suitable method should be employed for example hand probing of rail length selected at random containing 5% of the detected defects and if required physical examination by breaking open the defects which were over reported / under reported / not reported in any of these two testing. In case it is considered necessary to carry out sizing of the flaws detected the same can be accomplished using procedure contained in Annexure-2 of Indian Railway Standard specification for Ultrasonic testing of Rails / welds Revised - 2020 and latest amendments.
4. Firm should have valid RDSO approved QAP as on the date of participation in the e-tender and after that, it should be renewed based on the machines available with the firms, operators qualified etc. The details of machines

- deployed by agency shall also be included in QAP. In case, the agency wants to induct additional machines of already approved specification/category, same shall be done after approval of Zonal Railway. Such changes shall be advised to RDSO for record.
5. Testing and reporting is to be done as per Indian Railway Standard specification for Ultrasonic testing of Rails/Welds- Revised - 2020 and manual for ultrasonic testing of rails and welds revised-2022 with latest amendments. In case of any conflict, the special conditions of the contract shall prevail.
  6. The machine should be capable to detect the defects as given in the manual for ultrasonic testing of rails/welds revised-2022 along with Indian railway standard specification for ultrasonic testing of rail/welds revised-2020 issued by RDSO as amended from time to time.
  7. The USFD testing machine shall be maintained to the reliable condition for testing by periodical inspection of sensitivity and shall always be kept in good working condition. The accuracy of machine working shall be to the satisfaction of the Engineer-in-charge. The calibration of Ultrasonic flaw detector should be done as per Manual for Ultrasonic testing of Rails/Welds Revised -2022 and Indian railway standard specification for ultrasonic testing of rail / welds revised- 2020 issued by RDSO.
  8. The operators should have valid competency certificate for testing of rail/weld issued by RDSO. If the operators found to be working without the valid certificate at the time of inspection of the Engineer-in- charge, the testing done by the operator will be invalid.
  9. The tenderer shall have capabilities of carrying out assignments of Ultrasonic testing. The tenderer shall deploy NDT equipments e.g. Hand operated flaw detectors of digital ultrasonic single rail tester of B-scan facility confirming to Revised specification No.RDSO/M&C/NDT/128/2007 (B-Scan) Rev-IV, August 2021 dated 31.12.2022 and digital ultrasonic double rail tester of B-scan facility of specification No.RDSO/M&C/NDT/130/2007 (B-Scan) Rev-IV, August 2021 dated 31.12.2022 and revised STR No. M&C/NDT/131/2009 Rev-II, September 2021, testing should be carried out as per manual for ultra sonic testing rails/welds-revised 2022 along with correction slips issued and as per Indian Railways standard specification for ultrasonic testing of rails/welds-revised 2020 with amendments and any other instruction issued by RDSO from time to time.
  10. Performance review of USFD operator of contractors shall also be taken by Engineer In-charge of JMRC at regular intervals during the currency of the contract in addition to their performance review at the level of quality in-charge of agency. Similar system of review for quality supervisor of agency shall be introduced by JMRC for better reliability in implementation of QAP.
  11. Based on assessed performance by JMRC and other relevant inputs, the performance of all the operators of agency shall be critically reviewed by RDSO at the time of validation of competency certificate.
  12. The Engineer-in-charge of the work here will be Manager (Civil) of JMRC.
  13. Overall monitoring of the contract performance will be done by GM (Civil) of JMRC. The instructions/interpretation of GM (Civil) will prevail in case of any contractual dispute between Engineer-in-charge and Contractor.

14. The quantity of work given in the tender is indicative only and can increase and decrease subject to issue of instructions if any by Railway Board in connection with GMT and frequencies of the section to be adopted for which JMRC is not responsible.
15. One track kilometer is equal to two linear rail kilometers.
16. Maximum delay permitted in testing of a section after it has become due for USFD testing is 15 days. For further delay, penalty of Rs.5000/- per Km per day will be levied on the contractor. In case exigencies USFD testing will be done departmentally in the section under outsourcing and the cost of testing will be recovered from the contractor.
17. In continuation of the clause.15 & 16, the tenderer must depute adequate number of operators simultaneously across the Divisions to ensure that no arrears of due/overdue are rising. Further the tenderer should be able to mobilize additional operators as per the specific demand made by the Divisions on a short notice to avoid penalty. Maximum length of track tested should be taken as 3 Km per day per SRT machine with two operators and 6 Km per day per DRT machine with two operators.
18. The USFD Testing shall also cover testing of Alumino Thermit welds and Flash Butt welds falling in the test length like normal rail testing excluding flange testing and marking the defects accordingly.
19. Test check of 10% at Manager (Civil) on fortnightly basis and 5% at General Manager (Civil) on monthly basis will be carried out within one month. In this length, 95% of the flaws detected should get confirmed and no new flaw or wrong flaw should be found during test check. In case, less than 95% of the flaws detected by the contractor are confirmed during the verification testing, a penalty of Rs.5000 per non-detection/wrong detection maybe levied. The decision of the Engineer-in- charge shall be the final in this regard.
20. In addition to clause 19, in case of detection of any undetected flaw during test check by the JMRC, the length of track tested in that particular week will be required to be retested by the contractor without any extra payment. And also record of USFD operator will be kept who missed the flaw and operator who missed ten flaws in a year will be removed by Railway and his approval will be withdrawn by RDSO and the firm will have to arrange another competent operator in his place. GM (Civil) shall act as third party to investigate whether the defect was detectable at the time USFD testing or not. The decision of GM (Civil) will be final and binding on the both party and this decision is not arbitrable.
21. Payment for the work done will be arranged by GM (Civil) JMRC, based on measurements recorded, documents submitted, Data of B- scan, test checks, penalty for overdue testing and compliance of other conditions of contract etc. Data of B-scan should be part of payment records and kept preserved as permanent records for three years period and in case of facture the same will be analyzed to take action accordingly.
22. Software to view the B-scan data should be provided by the contractor without any extra payment. B-Scan data record along with its software & its storage device which shall be USB Drive or External Hard Disks of sufficient capacity. Sufficient numbers of storage devices have to be made available by the contactor, at its own cost, to ensure storage of entire A-Scan & B-Scan

data record of entire work of contract duration which should be retrievable at wherever required along with back up storage devices for making the USFD data available in divisional office in two sets upto three years as per Railway Board letter No. Track/21/2004/0902/7 Vol.III dated. 20.06.2022. Complete soft copy of B-Scan & A-Scan records should be made available to concerned divisions at the end of every week. No additional payment would be made by Railways for this condition.

23. If any rail/ weld failure occurs due to undetected/flaw (good rail/weld/points & crossings) within the next stipulated frequency of testing of that particular section (between stations) from the date of USD testing, then a penalty of Rs. 30,000/- for failure of 1<sup>st</sup> rail/ weld (head and also web up-to neutral axis) flaw, Rs. 50,000/- for failure of 2<sup>nd</sup> rail / weld (head and also web up-to neutral axis) flaw and Rs. 1,00,000/- for failure of 3<sup>rd</sup> rail / weld(head and also web up-to neutral axis) flaw between two stations per fracture will be levied on the contractor. In case of another failure, agreement will be terminated and the entire Security Deposit will be forfeited. RDSO shall act as a third party to investigate all such failures whether the defect was detectable at the time of USFD testing or not. The decision of RDSO shall be final and binding on both the parties.
24. In case any train accident occurs because of rail/weld (head and also web up-to neutral axis) flaw fracture occurred due to an internal detectable flaw by USFD, a penalty equivalent to 10% of the contract value will be deducted from the contractor's bill. In addition, the firm will be disqualified for this type of work in future including for the work in hand. Initially, the successful tenderer will have to deposit a bank guarantee or other approved instruments equivalent to 10% of the contract value, as a performance guarantee which will be recovered. RDSO shall act as a third party to investigate whether the defect was detectable at the time of USFD testing or not. The decision of RDSO shall be final and binding on both the parties. In case of occurrence of second such incident within a year, the railway may terminate the contract and the contractor will be liable to refund all the money paid to him under this contract.
25. Contractor's USFD team will take immediate action to intimate the concerned JE/USFD/P.Way for imposing speed restrictions in case of any IMR rail/weld (head and also web up-to neutral axis) flaw is reported as per USFD Revised manual- 2022 para No.6.4( S.No.1).
26. Daily test reports should be made with the test results in the format given by the JMRC duly signed by the Contractor's Engineer and submit to the Engineer-in- charge on next day of testing for necessary action. Daily test report should contain all the items as listed in 10.1.1 of the Technical Specifications of Indian Railway Standard specification for Ultrasonic testing of Rails/Welds- Revised - 2020. However the flaws classified as 'IMRR' and IMRW' rail/weld defects requiring a speed restriction and removal should be reported immediately upon detection to JE/P.Way.
27. The agency/firm will have to use Single Rail Tester (SRT) and Double Rail Tester (DRT) capable of B-Scan recording with provision of geo tagging and data stamping in the B Scan with facility for location stamping in Km/Mtr/Cm by digital encoder(odometer), GPS co-ordinates (latitude and longitude) recording. Equipment shall also have time stamping facility duly synchronized with GPS

- satellite clock on at least half hourly basis. Record of synchronization to be stored in the equipment.
28. The contractor shall be permitted to make use of the facility if available in SSE/P.way office/Rest room for battery charging at free of cost. If such facility is not available /not feasible, contractor shall make his own arrangements. No additional payment shall be made on this account.
29. The tenderer shall make arrangements for accommodation for the stay of the labour during the period of contract.
30. The tenderer shall make arrangements for conveyance to the site of testing.
31. The testing shall be carried out during night shift on mainline of JMRC after proper PTW/block made available by J.En P.Way. The timings for night shift should be from 23:00 Hrs to 04:00 Hrs. Testing in Depot of JMRC may be carried out during day/general shift. All the materials should be removed by contractor staff before the end of PTW/block from the track of JMRC.
32. The contractor / representative / staff shall be conversant with the area and working on track as regards safety of traffic, personnel safety and shall have to give a certificate to this effect to the Engineer-in- charge of the work. No compensation is payable on any account. Contractor should indemnify the JMRC for any damage to the property or accident to a person. It is sole responsibility of the contractor or for safety of his labour, tools and plants materials while executing the work.
33. The Contactor shall provide the required safety equipment PPE (Personal Protection Equipment such as Helmet, Safety shoes, Orange Colour luminous Jacket, whistle etc to his USFD Operators & laborers. Work will not resume untill all staff members have the above safety equipment. Contractor shall ensure that all his work men are given equipment as is necessary to work in all adverse conditions of weather.
34. The list of the technicians, operators and other assistants proposed to be deployed for testing shall be given to the Engineer-in-charge. The semi-skilled and skilled technician/labours should have the competency certificate issued by firm, with proper training for handling of machine and accessories. They should have minimum qualification of ITI any trades compulsory and working knowledge of USFD testing and also safety rules during testing. Each operator should have minimum semi-skilled and skilled technician/labours four numbers as per testing activities of rails, welds, SEJ's, Turnouts (points & crossings) to be present without fail for quality of testing and safety of persons as well as machines.
35. While testing is done nearer to the track circuited / near HT traction, the contractor shall make insulations and shall not cause any failure of circuits. For such failures, the actual losses/damages as fixed by the JMRC shall be borne by the contractor. JMRC will suitably decide the penalty for such type of failures based on ground realities. The work may be carried out under train traffic and also in an electrical territory. The contractor should take all the cautions for safe passage of train traffic moving on the line where work is being carried out and also on adjacent lines. He should also ensure the safe working his own labours, equipments and JMRC property. In case of any damage to the JMRC property, passenger and his own labours, tools & equipments due to contractor's negligence, he will be fully responsible for such



- damages. Contactor will have to compensate the JMRC for any such damages as decided by Engineer – incharge.
36. All losses, force-majeure with Ultrasonic flaw detector will be borne by the contractor.
37. Ultrasonic flaw detector and accessories shall be kept in safe custody of the contractor and JMRC shall not be responsible for any loss or damage.
38. The calibration of Ultrasonic flaw detector should be done as per Manual for Ultrasonic testing of rails/welds Revised -2022 and up to date correction slips and Indian Railway Standard specification for Ultrasonic testing of Rails/ Welds- Revised – 2020.
39. If required rail for standard test piece will have to be manufactured by the contractor at his own cost and rail for making the standard test piece will be supplied by the JMRC free of cost. This standard test piece is to be returned back to the JMRC after completion of the contract at destination decided by Engineer-in-Charge.
- Note:-1. RDSO/NABL Certificate standard Test pieces (rail, SEJ, ATW) in sufficient numbers should be available with the rail / weld team deputed by the Firm in Division throughout the period of testing.
40. The tenderer shall depute one technical supervisor/manager for daily supervising the work compulsory and submit bar chart before commencement of work and testing to be carried out as per yardsticks of USFD per operator for rails/welds/SEJ's and Turnout (points & crossings) track Kms to be tested by him per day. The contractor or his authorized representative should be readily available to the Metro Railway administration for receiving instructions in writing through site order book and for compliance of the same.
41. For analysis and to determine correctness of reporting, 5% of the defects detected in IMR (rail/weld) category may be broken by the contractor, at the directions of Engineer- in-Charge. Failure to confirm the defect during destructive testing shall result into: -
- Deduction of Rs.5,000/- per case.
  - Re-calibration of machine.
- Re-testing of block section where even one such result does not get confirmed in the test check.
42. The daily test reports rails/welds/SEJ's and turnout (points & crossings) should be made with the test results with "A' and 'B' Scan separately. Copies of six sets of each day's testing in the format given by the JMRC, duly signed by the Contractor's Engineer should be submitted to the Engineer-in- Charge on next day of testing for necessary action.
43. JMRC will not be able to provide supervisors. In view of this, during daily testing, the contractor's representative should obtain the signatures from Metro railway representatives working on track and inspecting sectional JE's/P.way in USFD field/progress log book and counsel regarding defects of rails/welds and their protection without fail. The same copy to be submitted along with test report.
44. The USFD testing has to be carried at within the stipulated time for New/ Scattered/ Isolated locations as per day to day track maintenance as directed by Engineer-in-charge.
45. All costs during testing will be borne by the contractor.
46. No advance payment towards mobilization shall be paid to the contractor. Monthly on account bills shall be paid to the contractor on request for the

work done during the period by the respective Division.

47. The period of completion shall be 60 days from the date of issue of acceptance letter. The work shall be carried out as per the program given by the JMRC and there should not be any overdue as the testing is to be done as per the frequencies stipulated. If any overdue, penalty will be levied as per clause 19.
48. The work shall be started within 7 days from the date of issue of acceptance letter unless otherwise revised in writing.
49. Contractor must ensure sufficient resources like RDSO certified operators, assistants and machines specifically for each division to meet the monthly work load targets given by divisions without arrears. Under no circumstances the tenderer should quote deficiency of USFD machines in any case.
50. RDSO certified USFD operator and machines for the testing is mandatory. To ensure it, the contractor has to propose the name of RDSO approved USFD operator after award of LOA, which will further be verified and approved by GM (Civil) JMRC. However contractor has to propose the RDSO approved USFD machines to be utilized for testing in the tender itself.
51. The firm shall submit the planning to complete the work, as per schedule given per quarter in the tender document duly indicating the number of machines and operators approved by the RDSO and it shall be commensurate with the prescribed quarterly schedule of testing within 15 days after issue of LOA.
52. The details are to be submitted in the proforma given below for assessing the capacity of the firm in rail testing (as on date of tender opening). Number of machines available, number of operators available/ proposed, calculated daily output of testing in TKM.
53. The capacity worked out as per the comprehensive instructions issued by Railway Board letter No. Track/21/2004/0902/7/Vol-III dated 20.06.2022, in terms of testing by manual machine as 3 TKm's for SRT and 6 TKm's for DRT per day per machine with 2 operators in the above proforma shall be equal or greater than the quarterly schedule of progress mentioned under clause 14.0 of special conditions and technical specifications (USFD rail/welds testing), otherwise the offer will be summarily rejected even though the firm qualifies the technical eligibility criteria.
54. Scattered rail testing locations may have linear length more than 4mts & upto 500 mts on either side i.e on LH/RH or on both sides of track.
  - a) The outsourcing agency has to provide its own arrangements with separate machine, operator & transportation as borne in case of normal rail testing.
  - b) One track kilometer is equal to two linear rail kilometers.
  - c) All other criteria & guidelines will follow as prescribed in the rail testing guidelines mentioned above.
55. The calculation for Turn out's testing over Zones mentioned in para 10.6 of USFD manual 2022 i.e Zone-I includes normal testing by SRT machine, Zone-II hand probing upto 20 mm width over the curved portion of Tongue rail of the turnout quantity for each turnout is calculated as 0.25 kms per Turnout including LH & RH sides.

**SCHEDULE-D: Other Relevant Document**

**1.0 General Condition of Contract:**

Approved GCC is uploaded and available on the JMRC website i.e. <https://transport.rajasthan.gov.in/jmrc>, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC.

**2.0 Safety Health And Environment (SHE) Manual:**

Approved **Safety Health and Environment (SHE) Manual** is uploaded and available on the JMRC website i.e. <https://transport.rajasthan.gov.in/jmrc>, by signing the Bid Document, firm agrees to accept the GCC.

**3.0 RTPP Act 2012 & RTPP Rules 2013:**

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. The RTPP Rules and ACT 2013 is available on the website of finance department of Rajasthan i.e. <https://finance.rajasthan.gov.in/>

**4.0 Technical Specifications: -**

All the work should be as per the procedure laid in "Manual for Ultrasonic Testing of Rails and Welds- Revised 2022" with latest correction slips issued from time to time and as per Indian Railways Standard Specification for Ultrasonic testing of rails/welds- Revised-2020 with latest correction slips and instructions issued by Railway Board & RDSO from time to time as applicable to Rail testing. Further Technical specifications of work to be carried out are given in Special conditions of contract part-2 above. All the work is to be carried out under the supervision of Engineer-In Charge.



**SCHEDULE-E: - ANNEXURES****Annexure A: 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 behaviour to impair the transparency, fairness and progress of the procurement process;
- d. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any; and
- h. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest: -**

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

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

specifications of the Goods, Works or Services that are the subject of the Bid; or

- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



Signature of Bidder  
Name  
Designation  
Address

**Annexure B: 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:

Place:

Signature of bidder

Name

Designation:

Address:

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

The designation and address of the First Appellate Authority is Director (O&S), JMRC.

The designation and address of the Second Appellate Authority is MD/CMD, JMRC.

**(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.

**Form of Appeal**

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

**(6) Fee for filing appeal**

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

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

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



**Annexure C1: 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)

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

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

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

6. Grounds of appeal:

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

7. Prayer.....

..... Place.....

Date

Appellant's Signature



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

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

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

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

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

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

**Annexure E: INITIAL FILTER CRITERIA OF APPLICANT**

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

Name of the Applicant: \_\_\_\_\_

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

**NOTE: -**

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

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

Dated \_\_\_\_\_

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



Annexure F: CASE OF CONSORTIUM

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

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

(Signature) \_\_\_\_\_

Name of signatory \_\_\_\_\_

Capacity of signatory \_\_\_\_\_

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

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

Dated

**Annexure G: CERTIFICATE/UNDERTAKING**

**G1.0 CERTIFICATE/UNDERTAKING**

**CERTIFICATE/UNDERTAKING**

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

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

We certify that our organization: -

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

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

Date

Signature

Place

Name

Designation

Seal of Authorized Signatory

Signature of Authorized Signatory with Seal



**G2.0 CERTIFICATE/UNDERTAKING :**

**UNDERTAKING**

(As per clause 1.0 (u) Note (b) 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: -

| <b>S. No</b> | <b>Registration For</b>   | <b>Registered or Not registered</b> |
|--------------|---|-------------------------------------|
| (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

**Annexure X: CERTIFICATE BY CONTRACTOR ON ACCOUNT OF WORK EXECUTED FOR BILL**

**Name of Work:-** "Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B."

NIB No.111/JMRC/O&S/Civil/P.Way/2024-25

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

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

**ON ACCOUNT OF WORK EXECUTED FOR \_\_\_\_\_ BILL**

**CERTIFICATE BY CONTRACTOR**

1. In compliance of latest provision of the Minimum Wages Act, 1948 and rules made there under in respect of any employee engaged by us, I/We declare that laborer engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labor/laborers the corporation is entitled to recover the same from any money due to or occurring to the contractor in consideration payment to such laborer.
2. Certified that all valid insurance policies as per GCC Clause are available.
3. Certified that EPF, Payment of Wages Act, 1948, Workman Compensation Act-1923, contract Labor Act-1938, BOCW Welfare Cess Act 1996 and Factories Act-1948 have been given compliance.
4. Certified that we accept the measurement recorded at site as per Measurement Sheets MB No-\_\_\_\_\_ at Page No-\_\_\_\_\_ enclosed are correct and final under the work order and shall have no claim whatsoever later against the work done so far.

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

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

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

Place: \_\_\_\_\_

**SIGNATURE & STAMP OF THE CONTRACTOR**



## SCHEDULE-F: - FORMS

## FORM A: FORM OF BID

## A.1

- 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: - "Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B."

To

General Manager (Civil),  
Jaipur Metro Rail Corporation Ltd.  
Room No-405, 4th Floor, Admin Building,  
Depot of Jaipur Metro, Bhriugu Path, Mansarovar, Jaipur-302020

Having visited the site and examined the General Conditions of Contract (Available on JMRC's Website) 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.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. We undertake, if our Bid is accepted, to commence the works within as per Letter of Acceptance to complete the whole of the Works comprised in the Contract.
3. 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.
4. 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.
5. 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.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or



any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.

- 8. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
- 9. We understand that you are not bound to accept the lowest or any bid you may receive.
- 10. We acknowledge that all appendices of SCHEDULE-I: Appendices is an integral part of the Bid.
- 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..... 202\_\_

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....



**A2.**

| S.No | Details   | Clause/Section   | Condition of Contract   |
|------|---|--|---|
| I    | Amount of Performance Security  | Section 1.5 of SCHEDULE-B: Instructions to Bidders (ITB) of Bid.                                 | 10.0% percent of the Contract Price   |
| II   | Liquidated Damages  | (i) Section 13.3 of SCHEDULE-C: SCC of Bid.<br><br>(ii) Clause 8.5 of the GCC                    | As per the directions contained in respective clause/section.   |
| III  | Minimum amount of Third-Party Insurance   | 15.3 of General Conditions of Contract   | As per the directions contained in respective clause/section.   |
| IV   | Period for commencement of work from the date of issue of work orders   | 1.0 (c) of Notice Inviting Bid   | As per the directions contained in LOA.   |
| V    | Contract Period from the date of commencement of work   | 1.0 (c) of Notice Inviting Bid   | 365 Days  |
| VI   | Penalty for Non completion of work or poor quality or work as decided by the engineer.  | Applicable Clauses of General Conditions of Contract (GCC) and Special Conditions of Work (SCC). | As per Applicable Clauses of General Conditions of Contract (GCC) and Special Conditions of Work (SCC).   |
| VI   | Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work |  | Shall be levied as worked out by the JMRC. In addition to these 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 .....



**FORM B: Certificate Of Conformity/No Deviation {to be filled by the Bidder}**

To,

General Manager (Civil)  
Jaipur Metro Rail Corporation  
Room No-405, 4th Floor, Admin Building,  
Depot of Jaipur Metro, 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: \_\_\_\_\_



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

\*(On stamp Value as per latest Fees Master available at  
<https://igrs.rajasthan.gov.in/>)

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 "Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B." of JAIPUR METRO RAIL CORPORATION at Jaipur. Contract for -----  
-----Rail Corridor of Jaipur Metro Rail Corporation (hereinafter called "the contract") to M/s \_\_\_\_\_ (Name of the Bidder) (hereinafter called "the Bidder").
3. AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Bidder has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer without assigning any reason. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 60 Days beyond the completion of all contractual obligations.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2023-24 being herewith duly authorized.

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

Signature of authorized Bank official

Name: .....

Designation: .....

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

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

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

In the presence of:

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....

Address .....



**Form D: FORM OF AGREEMENT:**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ Between Jaipur Metro Rail Corporation Limited, Administrative Building, Depot of Jaipur Metro, Bhrigu 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 "**Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B.**" of JAIPUR METRO RAIL CORPORATION at Jaipur, hereinafter called "the Works" and has accepted a Bid by the Bidder for the execution and completion of such works (\*\*\*) as well as guarantee of such works) and the remedying of defects therein.

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

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) Letter of acceptance.
  - (b) Bill of Quantities.
  - (c) Addendums, if any
  - (d) Bid Document.
  - (e) Form of Bid with Appendix.
  - (f) General Conditions of Contract
  - (g) Other Conditions agreed to and documented as listed below:
    - i. Bidder's Work Schedule as amended if required.
    - ii. Statement of deviations (If applicable)
    - iii. Any other item as applicable.
3. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works by ..... or extended work/DLP completion date, if any, 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 "Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B." of JAIPUR METRO RAIL CORPORATION at Jaipur will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

**6.JURISDICTION OF COURT**

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

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

For and on behalf of the Bidder

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

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

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

Note :

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

**FORM E : GENERAL INFORMATION**

**GENERAL INFORMATION**

**Notes:**

Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.

- I. In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.

**1 Bidder Company details (in case of consortium, details of Lead Partner)**

- (a) Name of Bidder Company:
- (b) Address of the corporate headquarters and its branch office(s), if any, in India:
- (c) Date of incorporation and/ or commencement of business:

**2 Particulars of the Authorised Signatory of the Applicant:**

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

**3 PAN Number (Attach photocopy):**

**4 GST Registration No. (attach copy of the registration certificate):**

**5 In the case of a consortium:**

**a. Names of participating members / constituents**

- (a)
- (b)
- (c)

**b. Address, telephone, Tele-fax and email of each members / constituent.**

Registered Office

Office for correspondence

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**c. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).**

**d. Date and place of joint Venture/ Consortium Agreement.**



- e. Names and Addresses of Bankers to the Joint Venture/ Consortium.
- f. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.
- g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

|            |  |
|------------|--|
| Line-1     |  |
| Line-2     |  |
| State      |  |
| Tel/Fax    |  |
| Pin Code   |  |
| Mobile No. |  |



|                |  |
|----------------|--|
| E-mail Address |  |
|----------------|--|

3. BANK DETAILS FOR E-PAYMENT

Beneficiary name :  
Beneficiary Address :

|            |  |
|------------|--|
| Line-1     |  |
| Line-2     |  |
| State      |  |
| Tel/Fax    |  |
| Pin Code   |  |
| Mobile No. |  |

Bank Details:

|                                       |  |
|---------------------------------------|--|
| Bank Name                             |  |
| Branch Name and Address               |  |
| Beneficiary A/C No                    |  |
| Beneficiary A/C Name                  |  |
| Name - Dist branch MICR Code          |  |
| IFSC Code of the branch               |  |
| Beneficiary A/C Type (Saving/Current) |  |

Note - Bidders may also enclose self-certified copy of cancelled cheque in name of bidding firm

**FORM F: Bidder Details: (as per Section 5.0 of of SCHEDULE-C: SCC of Bid )**

**1. Postal Address:**

|                |           |
|----------------|-----------|
| Line-1:        |           |
| Line-2:        |           |
| District/City: | State:    |
| Pin Code:      | Tele/Fax: |
| Mobile No.:    |           |

**2. Email-Mail Address:**

|  |
|--|
|  |
|--|

**3. BANK DETAILS FOR E-PAYMENT**

**Beneficiary name :**

**Beneficiary Address :**

|                |           |
|----------------|-----------|
| Line-1:        |           |
| Line-2:        |           |
| District/City: | State:    |
| Pin Code:      | Tele/Fax: |
| Mobile alert:  |           |

**Bank Details:**

|                                |   |
|--------------------------------|---|
| Bank Name:                     |   |
| Branch Name and Address:       |   |
| Beneficiary A/C No.            | Beneficiary A/C Type ( Saving/Current): |
| Beneficiary A/c Name:          |   |
| Nine - Digit branch MICR Code: |   |
| IFSC Code of the branch:       |   |

**Note:** - Bidders may also enclose self-certified copy of cancelled cheque in name of bidding firm.

FORM G: POWER OF ATTORNEY FOR SIGNING THE BID

POWER OF ATTORNEY FOR SIGNING THE BID

Know all men by these presents, we..... (name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney")to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our NIB No.: 111/JMRC/O&S/Civil/P.Way/2024-25 for qualification and submission of our Bid for the works "Ultrasonic Flaw Detection (USFD) Testing of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B.", including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shallalways be deemed to have been done us. IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF.....,202\_\_.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Form-H: INDEMNITY

INDEMNITY

(To be filled by Bidder)

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

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

Name of Indemnifier

Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder

**INDEMNITY**

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

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

|   |  |
|---|--|
| <p>.....</p> <p>Name of Indemnifier</p> | <p>.....</p> <p>Signature of Indemnifier</p> |
| <p>.....</p> <p>NAME OF BIDDER</p>      | <p>.....</p> <p>SIGNATURE OF BIDDER</p>      |

Note: If any section is filled with 'No' and is determined by the procuring entity to be related to the scope of work, the procuring entity may at its discretion decide the bidder non-eligible for further participation in the bidding process.

Signature with seal of Bidder/Proprietor

**Form-I: Obligation/Compliance to be ensured by Bidder**

| S.No. | Items  | Compliance of Bidder<br>(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 <sup>th</sup> of every month through Bank or in the presence of nominated representative of employer (JMRC 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     | In case of accident occurs then, 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: - "If any section is filled with 'No' and is determined by the procuring entity to be related to the scope of work, the procuring entity may, at its discretion, declare the bidder non-eligible for further participation in the bidding process."

Signature with seal of Bidder/Proprietor



**SCHEDULE G: - PRICE BID/FINANCIAL BID**

1. The bidders have to take utmost care that the Financial Bid is to be submitted separately in Second Part of Bid i.e Financial Bid on E-Proc website only. If any details of Financial Bid whether intentionally/unintentionally/ by mistake are mentioned in First Part i.e Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.
2. However, the illustrative BoQ Sample has been enclosed herewith as Appendix-01.

Original Copy of DD/B/C for Cost of Bid Form, E-bid Processing Fee & Bid Security along with Hard Copy of the same signed and stamped Technical Bid Documents (First Part) as uploaded on E-Proc website may also be submitted at the office of JMRC before the due date of submission as per Clause-1.0 (j) of NB Document.

The bidders have to take utmost care that the Financial Bid is to be submitted separately in Second Part of Bid i.e Financial Bid on E-Proc website only. If any details of Financial Bid whether intentionally/unintentionally/ by mistake are mentioned in First Part i.e Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.

**SCHEDULE-H: CHECKLIST FOR BID EVALUATION/BID SUBMISSION**

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

**Note: -**

- (i) Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee & Bid Security along with Hard Copy of the same signed and stamped Technical Bid Documents (First Part) as uploaded on E-Proc website may also be submitted at the office of JMRC before the due date of submission as per Clause-1.0 (l) of NIB Document.
- (ii) The bidders have to take utmost care that the Financial Bid is to be submitted separately in Second Part of Bid i.e Financial Bid on E-Proc website only. If any details of Financial Bid whether intentionally/unintentionally/ by mistake are mentioned in First Part i.e Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.



**SCHEDULE-I: Appendices**

| Appendix No. | Particulars             | Page No. |    |
|--------------|-------------------------|----------|----|
|              |                         | From     | To |
| Appendix-01  | Illustrative BoQ Sample |          |    |

**\*\*Note: \*\***

All appendices listed above are integral parts of the bid document. Bidders are advised to thoroughly review and understand the content presented in these appendices as it may be directly contributing to the bid requirements and evaluation process.





Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: General Manager (Civil)

Name of Work: Ultrasonic Flaw Detection (USFD) Testitng of Rails & Weld (Using B-Scan Machine) on mainline and depot section of JMRC Ph-1A & 1B.

Contract No: 111/JMRC/O&S/Civil/P.Way/2024-25

| 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)<br>Bidder should quote all its rates inclusive of All taxes etc to JMRC. |   |          |                         |   |                                  |                       |
| NUMBER #  | TEXT #  | NUMBER # | TEXT #                  | NUMBER #  | NUMBER #                         | TEXT #                |
| Sl. No.   | Item Description  | Quantity | Units                   | BASIC RATE In Figures (Inclusive of all Taxes etc) To be entered by the Bidder in Rs. P | TOTAL AMOUNT With Taxes in Rs. P | TOTAL AMOUNT In Words |
| 1   | 2   | 4        | 5                       | 13  | 53                               | 55                    |
| 1   | Thorough USFD testing of running rails & welds (excluding flange testing of welds) including the full head width portion of SEJ, lead portion of Points & Crossings of all types of rails using 0 degree (4MHz) and 70 degree (2Mhz) central forward and backward, and 70 degree (2Mhz) gauge face corner forward and backward and 37 degree (2MHz) central forward and backward probes by NBC (Need based concept) method using traffic conditions as per provisions of IR's 'Manual & specifications for Ultrasonic testing of Rails and welds' & related instruction, duly marking defects, submission of daily reports and storing back-up data, as specified & directed. The rates are inclusive of contractor's men, materials & machines. Complete work to be done with contractor's USFD machine (Using B-Scan facility). | 61.000   | Per Line<br>Per rail KM |   | 0.00                             | INR Zero Only         |
| <b>Total in Figures</b>   |   |          |                         |   | 0.00                             | INR Zero Only         |
| <b>Quoted Rate in Words</b>   |   |          |                         |   | INR Zero Only                    |                       |

