

Price Rs. 590 /-

JAIPUR METRO RAIL CORPORATION LTD.

No. – F2(10)/JMRC/O&S/S&T/Fortinet/2017-18

Dated: 04.04.2018

**RFP FOR LICENSE RENEWAL OF FORTIGATE FIREWALL 1000D
INSTALLED AT JAIPUR METRO RAIL CORPORATION LTD., DEPOT
ADMIN. BUILDING, MANSAROVAR, JAIPUR.**



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

3rd Floor, OCC Admin Building,

Mansarovar Depot, Jaipur (Rajasthan) - 302020

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



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1. NOTICE INVITING BIDS

- 1.1 Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal (single stage two envelope method) for "License renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur" through e-tendering process.
- 1.2 The complete Bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested Bidders will have to submit their offer in electronic formats both for technical and financial Bid on this website with their digital signatures. The complete Bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.
- 1.3 Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.

1.4 KEY DETAILS:

a)	Designation and address of inviting authority	GM (S&T), JMRC JAIPUR
b)	NIB/Bid No	F2(10)/JMRC/O&S/S&T/Fortigate/2017-18 Dated: 04/04/2018
c)	Name of Work	RFP for License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur.
d)	Cost of Bid Form	Rs. 590/- including 18% GST, Cost of Bid Form is not refundable(Refer clause 2.2)
e)	E- Bid Processing Fee (Non-Refundable)	Rs.1000/- (By demand draft/ Banker's cheque payable in favour of MD, RISL Jaipur)
f)	Estimated Cost	Rs 5,38,080/-
g)	Earnest Money Deposit (EMD) / Bid Security:	Rs 10,762/- (2 % of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.2)
h)	Last Date & Time for Physical submission of original DD / BC / BG for BID fee, EMD / Bid Security and e-BID Processing Fee in JMRC office	14:00 Hrs. dated 19.04.2018
i)	Performance Security	(10 % of the contract amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.22)
j)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
k)	Websites for Online RFP submission	https://eproc.rajasthan.gov.in

m)	Bid Submission start date/ Time	9:30 Hrs. dated 05.04.2018
n)	Last Date & Time for Submission of Bid	14:00 Hrs. dated 19.04.2018
o)	Opening of Technical Bid	15:00 Hrs. dated 19.04.2018
p)	Opening of Financial Bid	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified Bidders through e-procurement website)
q)	Venue of Submission and Opening of Bid	Room no. 317,3rd Floor Admin Building, Mansarovar Depot, Bhrigu path, Mansarovar, Jaipur-302020
r)	Validity of Bid	90 days from the last date of submission of Bid.
s)	Delivery of items	Within 30 days from the date of issue of "Purchase Order/LOA".
t)	Minimum Eligibility Criteria: a) Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission. b) Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate. c) The bidder should be authorized license provider/ supplier/dealer for Fortigate 100D firewall. d) He shall submit Authorisation Certificate from OEM(Fortinet) in connection to point (c) above. e) He shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). He shall submit an undertaking to this effect.	

Note:

1. All bidders or their authorized representative may attend the opening of Bid.
2. All above events will be held at JMRC, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur-302020
3. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
4. In case of any further details required, the same can be collected from the office Of GM(S&T)

General Manager (S&T)

JAIPUR METRO RAIL CORPORATION LTD,

Room No.314, 3rd floor, Admin Building

Bhrigu path, Mansarovar, Jaipur – 302020

Tel: +91-77288-95406

Email: edst@jaipurmetrorail.in

NOTE: In case of any query regarding this Bid, same may please be made with DGM (S&T),
Mob No.-+91-7728895423/ Landline no. 0141-5153723

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2. INSTRUCTION TO BIDDERS

2.1 Sale of Bidding/ Bid Documents

- 2.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete Bid document can be downloaded for online submission from the web-site <https://www.eproc.rajasthan.gov.in>.
- 2.1.2 The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of GM/S&T/JMRC, Jaipur Metro Rail Corporation, B- Wing, Admin Building, 3rd Floor, Mansarovar Depot, Bhrigu Path, Jaipur- 302020. Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.
- 2.1.3 Cost of Bid Document (BID fee) is Rs. 590 which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Bid fee is non-refundable.
- 2.1.4 In addition, E-BID processing fee of Rs. 1000 per Bid shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.
- 2.1.5 In addition Bid Security as per clause 2.2 below shall be paid.
- 2.1.6 Bids submissions will be made online after uploading the mandatory scanned documents towards cost of BID documents such as Demand Draft or Banker's Cheque from a Scheduled commercial bank based in India, towards Bid Security such as Bank Guarantee or Demand Draft or Banker's Cheque from a Scheduled commercial bank based in India, towards e-Bid processing fee and other document as stated in the RFP document.
- 2.1.7 Any Bid not accompanied by valid Earnest Money Deposit/ Bid Security, the cost towards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.
- 2.1.8 Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.
- 2.1.9 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- 2.1.10 No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- 2.1.11 The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- 2.1.12 Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

2.2 Cost of bid document and Bid Security/EMD

- 2.2.1 The cost of bid document which is Rs.590/- including 18 %GST shall be paid in the form of Demand Draft /Banker Cheque of a scheduled Commercial bank drawn in favour of Jaipur Metro Rail Ltd., payable at Jaipur, and shall form part of the Bid.
- 2.2.2 Bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick in industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013).
- 2.2.3 EMD can be deposited in the form of Demand Draft/ Bankers Cheque of Rs 10,762/- (Rupees Ten Thousand Seven Hundred sixty two only) drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. Scanned copy of DD/BC/BG of EMD/Bid security, Bid fee and e-Bid processing fee needs to be submitted online along with the bid document.
- 2.2.4 The EMD/ Bid Security of successful Bidder may be adjusted on request against Performance Security Deposit or discharged/ returned after deposition of the Security Deposit, as the case may be.
- 2.2.5 The Bid Security / Earnest Money of unsuccessful bidders shall be returned promptly after final acceptance of successful bid and signing of agreement submitting performance security or the earliest of the following events, namely:-
- a) The expiry of validity of Bid;
 - b) The cancellation of the procurement process
- 2.2.6 The Bid Security taken from a bidder shall be forfeited, if any, in the following cases, namely:-
- a) When the bidder withdraws or modifies its bid after opening of bids;
 - b) When the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - c) When the Bidder does not deposit the performance security and failed to signed agreement within specified period after the supply/ work order is placed; and
 - d) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.2.7 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.2.8 No interest shall be payable on the Bid Security (EMD).
- 2.2.9 In case of non submission of EMD, the bid will be summarily rejected.
- 2.2.10 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
- a) The expiry of validity of Bid;
 - b) Issue of LOA for procurement, signing of agreement and performance security is furnished by the successful Bidder;
 - c) The cancellation of the procurement process; or

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- d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.3 Changes in the Bidding Document

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

2.4 Period of Validity of Bids

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

2.5 Eligibility Criteria

- 2.5.1 The bidder should be authorized license provider/ supplier/ Dealer for Fortigate 100D firewall.
- 2.5.2 He shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). He shall submit an undertaking to this effect in format as per Form N of Bid forms.
- 2.5.3 He shall have Authorisation Certificate from OEM(Fortinet) for the clause 2.5.1 above. He shall submit the same along with bid submission.
- 2.5.4 Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.
- 2.5.5 Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.

2.6 Format and Signing of Bids

- 2.6.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.

2.6.2 All pages of the bid shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder pursuant to Clause 6.5, Form E, in token of acceptance of all the terms and conditions of the bidding documents.

2.6.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

2.7 Submission of Bids

2.7.1 The Bidder shall, on or before the date and time given in the table under notice inviting Bid of this RFP submits his Bid online on e-tendering website <https://eproc.rajasthan.gov.in>. Bids sent by Post, FAX or e-mail or presented in person will not be considered.

2.7.2 Only 'Cost of Bid Document', 'Bid Security' and 'e- Bid Processing Fee' shall be submitted in originals in three separate sealed envelopes(in physical form) mentioned following along with his Name and address mentioned on above envelopes respectively:

2.7.2.1 'COST OF BID DOCUMENT', Bid Reference No F2(10)/JMRC/O&S/S&T/Fortigate/2017-18, RFP for License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur.

2.7.2.2 'BID SECURITY', Bid Reference No.- F2(10)/JMRC/O&S/S&T/Fortigate/2017-18, RFP for License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur.

2.7.2.3 'E-BID PROCESSING FEE', Bid Reference No.- F2(10)/JMRC/O&S/S&T/Fortigate/2017-18 RFP for License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur

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

To,

GM/S&T/JMRC,
Jaipur Metro Rail Corporation Limited,
3rd Floor, Admin Building,
Mansarovar Depot,
Bhriagu Path
Jaipur 302020

2.7.3 Bid Security, e- Bid Processing Fee and cost of Bid document submitted after due date and time shall not be accepted and online Bids of such Bidders shall liable to be rejected summarily.

2.7.4 JMRC will not be responsible for Bid Security, e- Bid Processing Fee and Cost of Bid Document delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission.

2.7.5 Any Bid not accompanied by valid Bid Security, e- Bid Processing Fee and Cost of Bid Document in acceptable form will be liable to be treated as being non- responsive & shall be rejected.

2.7.6 JMRC will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

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- 2.7.7 Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.

A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a pdf copy of this Request for Proposal with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all Annexures/Forms duly filled (Separately). DD/BC/BG and all the required document in support of eligibility, EMD/Bid security, Bid fee and e-Bid processing fee and other documents as per clause 6.16 of this bid document.

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

All the applicable Annexure/Forms shall be duly filled, physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical Bid.

Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Bid shall be summarily rejected.

b) Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per clause 6.15 (BoQ). Rate quoted should be all inclusive for carrying out activities as detailed in the scope of work and will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required. It is to be noted that all applicable taxes chargeable extra as per the prevailing rate will be paid by the bidder(s) separately.

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

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
- iii. Fill Bidder's Name and relevant prices as asked in column 13, 14 and 20 of BoQ in down loaded Financial Bid format as specified (in XLS/ XLSX format only).
- iv. Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and remember its name & location and upload correct file (duly filled in).

- 2.7.8 The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.

- 2.7.9 The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.8 Cost & Language of Bidding

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

2.9 Alternative/ Multiple Bids

- 2.9.1 Alternative/ Multiple Bids shall not be considered at all.

2.10 Deadline for the submission of Bids

- 2.10.1 Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.

2.11 Late Bids

- 2.11.1 Any bid, which is received after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the Bidder and will not be considered.

2.12 Receipt and Custody of Bids

- 2.12.1 The bids shall be submitted online as per the schedule mentioned in the table under Notice Inviting Bid of this RFP along with the physical deposition of Cost of Bid document, e-tender processing fee and EMD/Bid security in the originals at Room No. 317, 3rd Floor, Admin Building, Mansarovar Depot, Bhargu Path, Jaipur-302020 in a manner as specified in this RFP.

2.13 Withdrawal, Substitution, and Modification of Bids

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

2.14 Opening of Bids

- 2.14.1 The Bids will be opened online on website at the time, date and place as specified in the Notice Inviting Bids of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The Bidders or their authorized representatives who are present to witness the Bid opening shall sign an attendance sheet / register

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evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

- 2.14.2 Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- 2.14.3 Bidders can also see the Technical Sheets (check-list) of other Bidders after completion of opening process by logging into the web-site.
- 2.14.4 Financial Bids will remain unopened until the time of opening of the Financial Bids.
- 2.14.5 The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bid shall be communicated to technically qualified Bidders through state e-procurement website. The technically qualified Bidders may attend the opening of the Financial Bid, if they so desire.
- 2.14.6 The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The Bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

2.15 Selection Method

- 2.15.1 The selection method is Least Cost Based Selection (LCBS) as detailed below:
- 2.15.2 The bid will be opened on scheduled time and date as per NIB.
- 2.15.3 The ranking of L1, L2, L3 etc, will be done on basis of Total Cost, with L1 being the Bidder whose Total Cost is the lowest, L2 being the second lowest and so on.
- 2.15.4 The contract will be award to most advantageous responsive bidder of financial bid (L1) subject to fulfilment of eligibility criteria as per clause 2.5.

2.16 Clarification of Bids

- 2.16.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
- 2.16.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.16.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

- 2.16.4 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- 2.16.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.17 Evaluation of Bids

2.17.1 Preliminary Examination of Bids

- 2.17.1.1 Envelopes containing Bid security, Cost of Bid documents and e-Bid Processing fee will be opened first. Bids of those Bidders who have not submitted valid Bid security, e-Bid Processing fee and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.
- 2.17.1.2 On opening of the Bids, JMRC will first check the Bid Security, e-Bid Processing Fee and cost of Bid documents through online mode by cross verifying with the hardcopy submitted. If the documents do not meet the requirements of JMRC, a note will be recorded accordingly by the Bid Opening Authority.
- 2.17.1.3 Further the bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the:-
- a. bid is submitted, sealed and signed, as per the requirements listed in the bidding document;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the Bidder has agreed to give the required performance security and;
 - d. other conditions, as specified in the bidding document are fulfilled.

2.17.2 Determination of Responsiveness

- 2.17.2.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- 2.17.2.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:-
- a. "deviation" is a departure from the requirements specified in the bidding document;
 - b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 2.17.2.3 A material deviation, reservation, or omission is one that,
- a. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract; or
 - b. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.

Signature of Authorized Signatory along with seal



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

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

2.17.3 Non-material Non-conformities in Bids

2.17.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

2.17.3.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, PAN certificate etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

2.17.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.

2.17.3.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.

2.17.3.5 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

2.17.3.6 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of "Total Cost in financial bid. A list of L1, L2....will be prepared accordingly.

2.17.3.7 The rates quoted by L1 (overall) Bidder shall be accepted as the Bid rates.

2.18 Negotiations

2.18.1 Negotiations may, however, be undertaken with the lowest Bidder or most advantageous bidder, when the rates when ring prices have been quoted by the bidders for the subject matter of procurement; or when the rates quoted vary considerably and considered much higher than the prevailing market rates.

2.18.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

2.18.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).

2.18.4 A minimum time of Seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the

lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.

- 2.18.5 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 2.18.6 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.18.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.19 Correction of Arithmetic Errors in Financial Bids:

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

2.20 Acceptance of the successful Bid and Issuance of Purchase Order

- 2.20.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 2.20.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- 2.20.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

Signature of Authorized Signatory along with seal



- 2.20.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 2.20.5 The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

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

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

2.22 Performance Security Deposit

- 2.22.1 Prior to execution of Contract Agreement, Performance security shall be solicited from the successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.22.2 The amount of performance security shall be 10% of the contract amount.
- 2.22.3 Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled Commercial bank;
 - Bank guarantee/s of a scheduled Commercial bank. It shall be got verified from the issuing bank.
- 2.22.4 Performance security above shall remain valid for a minimum period of 120 days after signing of LOA and must include all contractual obligations of the Bidder, including Defect liability period obligations.
- 2.22.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- When any terms and condition of the contract is breached.
 - When the Bidder fails to make complete supply satisfactorily.
 - If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.22.6 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 2.22.7 The Performance security shall be discharged once the Defect liability period as mentioned in Clause 4.3 below is over.
- 2.22.8 No interest shall be payable on the Performance Security Deposit.

3 General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3.1.2 Scope of Supply

Subject to the provisions in the bidding document and contract, the execution of complete scope of work in this Bid shall be as specified in the purchase order/LOA which will be issued by JMRC to the successful bidder. The successful bidder must execute the contract agreement as per Form-M of this bid within 15 days to the issuance of LOA/PO.

3.1.3 Delivery

- a. Subject to the conditions of the contract, the work shall be executed within 30 days from the Date of P.O /LOA or earlier.
- b. The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system at place as nominated by JMRC.

3.1.4 Specifications and Standards

Technical Specifications and Drawings

- a. The Supplier/ Contractor shall ensure that the goods and related services/work shall comply with the technical specifications as specified in scope of work of this RFP and other provisions of the Contract.
- b. The Supplier/ Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. The goods and related services/work supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- d. A written confirmation is required as per "Certificate of Conformity/ No-Deviation" of the above shall be attached to the technical bid (clause 6.7, Form G).

Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

Signature of Authorized Signatory along with seal



3.1.5 Inspection

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ Contractor's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

3.1.6 Rejection

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Contractor at his own cost within the time fixed by the Purchase Officer.

The rejected articles shall be removed by the supplier/ Bidder/ Contractor within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.

3.1.7 Payments

Advance Payment will not be made. Payment of the work executed shall be made only when tests have been carried out and test results received conforming to the prescribed specification.

3.1.8 Liquidated Damages (LD)

In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the Bidder has failed to supply/ install/ complete:-

- delay up to one fourth period of the prescribed delivery period: 2.5%
- delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- delay exceeding three fourth of the prescribed period: 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

The maximum amount of liquidated damages shall be 10% of the contract value.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods and related services/work is on account of hindrances beyond the control of the Bidder.

3.1.9 Termination

Termination for Default



The Bid sanctioning authority of JMRC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Contractor, terminate the contract in whole or in part: -

- a. If the supplier/ Contractor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC; or
- b. If the supplier/ Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the supplier/ Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ Contractor commits breach of any condition of the contract.

If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.

Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

Note: In addition to the conditions specified above, the approved GCC are applicable and available on the JMRC website. The successful bidder shall submit a declaration for acceptance of the terms and conditions mentioned the GCC {clause 6.6 Form F (j) }.



4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

4.1 Bidders to Bid for all Items

Bidder must quote for all the items mentioned in the BOQ(Bill of Quantities). In case, a Bidder does not quote for any item, the bid shall be summarily rejected.

4.2 Payment Terms and Schedule

4.2.1 Payment schedule: - Payments to the Contractor, after successful completion of the specified work as per PO/LOA, would be made as under: -

Milestones	Deliverables	Payment Schedule
License renewal of existing Fortigate 100D for 3 Year as per this RFP	Confirmation certificate for successful renewal of license from Fortinet and acceptance after testing by nominated official from JMRC.	100% of total value of actual work executed and accepted (as per P.O./LOA)

4.2.2 Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.

4.2.3 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.

4.2.4 All remittance charges will be borne by the supplier/ Contractor.

4.2.5 Payment of the work executed shall be made only when the work completed as specified in this bid, above mentioned milestone and deliverables achieved, tests have been carried out and test results received conforming to the prescribed specification.

4.2.6 If bidder, fails to submit performance security, execution of contract within specified time, no payment shall be made for the work, if any done after issuance of LOA/PO.

4.3 Defect Liability Period

4.3.1 The DLP period will be of 30 days from the date of renewal of licence.

4.4 Other Special Terms

4.4.1 In case the Bidder fails to supply the final deliverables within stated timelines, the LD as per clause 3.1.8 "liquidated damage" would be applicable.

4.4.2 Released parts/items, if any, shall be property of JMRC.

4.4.3 The serial number of the FG100D devices to be got renewed will be shared after issuance of LOA to the successful bidder only.

4.4.4 Anything that would be required to complete the scope of work specified in this RFP and proper functioning of the firewall will be borne by the successful bidder.

4.4.5 License period/validity shall reckon from the license renewal day and will be of 3 years.

4.4.6 The successful bidder shall submit Confirmation certificate for successful renewal of license from fortinet as per scope of work in this RFP .

5 SCOPE OF WORK:

5.1 Introduction:

5.1.1 In Jaipur Metro Rail Corporation, two Fortigate firewall 100D are installed at JMRC Depot Admin Building, Mansarovar, Jaipur in High Availability mode (HA) whose license has expired in November'17. JMRC intends to renew the license of these firewall devices.

5.2 Scope of Work:

5.2.1 Scope of work under this contract will include License renewal of both installed FG 100D devices for three years and testing of the same.

5.2.2 Renewal of license for 3 years (8x5 Bundle) shall be done for following services as minimum:

- A. 8x5 Forti Care
- B. Application Control
- C. IPS
- D. Anti Virus
- E. Botnet IP/Domain
- F. Web Filtering
- G. Antispam Services/Email Filtering

5.2.3 Anything that would be required to complete the above scope of work and proper functioning of the firewall.



6 BID FORMS

6.1 Form A: Form of Bid

Note:

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

Name of Work: _____

To
General Manager (S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-314, 3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhriгу path, Mansarovar, Jaipur-302020

- Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____ (Amount in figures and words) for F2(10)/JMRC/O&S/S&T/Fortigate/2017-18 or such other sum as may be ascertained in accordance with the said conditions.

1	Name of the Bidder		
2	Name and Designation of Authorized signatory		
3	Registered Office Address of Bidder		
4	Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
5	Checklist	Yes	NO
i	Certificate of Authorization from Fortinet		

- We acknowledge that the Appendix forms an integral part of the Bid.
- We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the purchase order.
- 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

Signature of Authorized Signatory along with seal



bond will be in accordance with clause 2.22 of this bid document and as indicated in the Appendix.

5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2018

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation



Signature of Authorized Signatory along with seal

6.2 Form: B Bidder's Profile

1.	Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Details of Contact person (Name, designation, address etc.) Telephone Number, Fax Number, e-mail	
4.	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the Company	
5.	Is the firm registered with sales tax department? If Yes, submit valid sales tax registration certificate.	
6.	Number of offices in Rajasthan and in India	
7.	Authorised Signatory	
8.	GSTIN Number with enclosed certificate	
9.	PAN Details with copy of PAN Card	
10.	<p>Details of court litigations, including (but not limited to) –</p> <p>Have you filed any claim against any Company / Institutions /PSU/JMRC for such type of project? If so, give details like case no., court dispute involved and present status.</p> <p>Has any Company/ Institution / PSU/JMRC filed any claim/case against you, if so, furnish full details.</p> <p>Has any of your customer or clients filed any case against you in a court? If so, furnish details.</p>	

6.3 Form: C Format of Bank Guarantee for Performance Security

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.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for LICENSE RENEWAL OF FORTIGATE FIREWALL 100D INSTALLED AT JAIPUR METRO RAIL CORPORATION LTD., DEPOT ADMIN. BUILDING, MANSAROVAR, JAIPUR. Bid No. F2(10)/JMRC/O&S/S&T/Fortigate/2017-18 dated..... (here in after called "the contract") to M/s _____ (here in after called "the Contractor").

AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

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.

After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of _____ days from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 120 days from the date of signing.).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

Signature of Authorized Signatory along with seal



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.

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2018 being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation :

I.D. No. :

Stamp/Seal of the Bank:

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

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address



6.4 Form D: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

General Manager (S&T)

Jaipur Metro Rail Corporation

Room no. 14, 3rd floor Admin Building, Mansarovar metro train depot,

Bhrigu path, Mansarovar, Jaipur – 302020

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



Signature of Authorized Signatory along with seal

6.5 Form E: FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we, (Name of the Bidder firm), having our registered office at do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. son /daughter of Shri 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 Bid for "RFP for License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur. (No.

F2(10)/JMRC/O&S/S&T/Fortigate/2017-18 Dated:-) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2018.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX

2. ABC

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the



procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.



Signature of Authorized Signatory along with seal

6.6 Form F: Self-Declaration {to be filled by the Bidder}

To,

General Manager (S&T)

Jaipur Metro Rail Corporation

Room no. 314, 3rd floor Admin Building Mansarovar metro train depot,
Bhriagu path, Mansarovar, Jaipur – 302020

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____



6.7 Form G: Certificate Of Conformity/No Deviation {to be filled by the Bidder}

To,

General Manager (S&T)
Jaipur Metro Rail Corporation
Mansarovar Metro Train Depot,
Bhriku 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: _____



Signature of Authorized Signatory along with seal

6.8 Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest

ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN

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

6.9 Form:-H, 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:

Signature of bidder

Place:

Name:

Designation:

Address:



Signature of Authorized Signatory along with seal

6.10 Form-H, Annexure-C Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Director (S&T) JMRC, JAIPUR.**

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

1. Filing an appeal

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

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

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

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

4. Appeal not to be in certain cases

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

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

5. 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.



6.11 Form: I [See rule S3]

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(s):

- i.
- ii.
- iii.

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

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

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

6. Grounds of appeal:..... (Supported by an affidavit).

7. Prayer:.....

Place.....

Date

Appellant's Signature

dk



6.12 Form-: L, BANK DETAILS

Beneficiary Name:

Beneficiary Address:

Line 1	
Line 2	
District/ City	State UT
Pin Code	Tele/Fax
Mobile Alert	
1	
2	

Bank Details:

Bank Name	
Branch Address	
Beneficiary A/C No:	
Beneficiary A/C Type:	Saving/ Current
Beneficiary A/C Name:	
9 Digit Branch MICR Code:	
IFSC Code of Branch:	

**Stamp & Signature of Authorize
Signatory of Bidder.**

**Stamp & Signature of Authorized
Signatory of bank.**

Note:- Bank details should be verified by the bank on its letter head, duly signed and stamped & should be supported with once cancelled cheque.



Signature of Authorized Signatory along with seal

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6.13 Form-: M, CONTRACT AGREEMENT

CONTRACT NO.

Dated.....

WHEREAS the Contractor has offered a Bid for 'License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur' and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

JMRC agrees to hire and the Contractor agrees to be hired as a for 'License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur' under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

- The RFP document with all its Annexures
- Letter of Acceptance
- Contractor's Proposal with all its Annexures
- Any other documents forming part of the Contract

All of the foregoing documents, together with this Contract Agreement, as referred to herein as the Contract Documents also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the contractor will seek clarification from the JMRC, whose decision shall be final.

Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents to perform efficiently and faithfully all of the for 'License Renewal of Fortigate Firewall 100D installed at Jaipur Metro Rail Corporation Ltd., Depot Admin. Building, Mansarovar, Jaipur' and in carrying out all duties and obligations imposed by the Contract Documents. The Contractor agrees to pay the amount and penalty specified, if any, to the JMRC at the rates and terms and in the manner set forth in the Contract Documents.



Signature of Authorized Signatory along with seal

Clause 3 Obligation of the JMRC:

The JMRC agrees, subject to the terms and conditions of the Contract Documents, to provide unobstructed access wherever it is required for providing the Services as per the Scope of Work and terms and in the manner set forth in the Contract Documents.

Clause 4 Contract Price:

The JMRC / Contractor (as applicable) agrees to pay for the services under the Scope of this contract and the Contractor / JMRC (as applicable) agrees to accept the sums mentioned below, as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Clause 5 Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

GM/S&T/JMRC,

Jaipur Metro Rail Corporation Limited,

Room No. 314, 3rd Floor, Admin Building,

Mansarovar Depot,

Bhriku Path

Jaipur-302020

Clause 6 Obligation of tax law

Both the parties shall ensure full compliance with tax laws of India with regard to this contract and shall be responsible for the same. Either party shall keep the other party fully indemnified against his liability of tax, interest, penalty, etc. in respect thereof which may arise.

Signature of Authorized Signatory along with seal



Clause 7 Integration

The JMRC agrees that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 8 Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 9 Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 10 Jurisdiction of court

All claims, matters and disputes are subject to the exclusive jurisdiction of the Competent Courts in Jaipur only.

In WITNESS THEREOF, The parties have caused this Contract to be signed in their respective names as of the day and year first written above.

JMRC, The JMRC The contractor

Jaipur Metro Rail Corporation Limited -----

(.....)

WITNESS



6.14 Form:- N, Black list certificate

We hereby certify that our organization has neither been black listed nor our contracts have been terminated /foreclosed by any company/ Government Department / Public Sector organization during last 3 financial years ending 31.03.2017 and during current financial year till date of bid submission, due to non-fulfillment of contractual obligations or any other reason.

Date:

Signature of bidder

Place:

Name

Designation:

Address:

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



Signature of Authorized Signatory along with seal

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F2(10)/JMRC/O&S/S&T/Fortigate/2017-18

FINANCIAL BID FORM

<div style="display: flex; justify-content: space-between;"> <div> </div> <div> Income Tax Return Income Tax Return Form </div> </div>											
Taxpayer's Name: Jaguar Motors India Private Limited Address: Plot No. 10, Sector 10, Gurgaon, Haryana											
Assessment Year: 2023-24											
PAN: AAJGK1234K											
DECLARATION I/We declare that the information furnished in this return is true and correct to the best of my/our knowledge and belief.											
INCOME TAX SUMMARY											
Sl. No.	Particulars	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate
1	Total Income										
2	Total Deductions										
3	Total Taxable Income										
4	Total Tax Payable										
5	Total Tax Paid										
6	Total Tax Due										
7	Total Tax Refund										
8	Total Tax Payable after Refund										
9	Total Tax Due after Refund										
10	Total Tax Paid after Refund										
11	Total Tax Due after Refund										
12	Total Tax Paid after Refund										
13	Total Tax Due after Refund										
14	Total Tax Paid after Refund										
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47	Total Tax Due after Refund										
48	Total Tax Paid after Refund										
49	Total Tax Due after Refund										

Note:

- Note:**
1. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required.
 2. Rate quoted must be excluding GST which is being considered in BOQ separately. However rate of GST shall be as applicable on the date of invoice raise to JMRC on successful completion of work.
 3. License period/validity : 03 years from the renewal date and shall reckon from the license renewal day.
 4. Certificate of authorisation from M/s Fortinet shall be submitted along with bid document submission.
 5. The Criteria of evaluation shall be overall quoted lowest rate(L1) in this BOQ.
 6. Anything that would be required to complete the above scope of work and proper functioning of the firewall will be borne by the successful bidder.
 7. The successful bidder shall submit Confirmation certificate for successful renewal of license from fortinet .

(With seal of firm)

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6.16 CHECK LIST

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of this RFP along with all Annexures/Forms duly signed by the Authorized Signatory of the Bidder firm separately (as asked in RFP)	Yes/No
2.	Form A : Form of Bid	Yes/No
3.	Form B: Bidder's Profile duly filled and signed	Yes/No
4.	Form D : Bidder's Authorization Certificate	Yes/No
5.	Form E : Power of Attorney	Yes/No
6.	Form F: Self-Declaration	Yes/No
7.	Form G: Certificate Of Conformity/No Deviation	Yes/No
8.	Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest	Yes/No
9.	Form:-H, Annexure:-B Declaration by the Bidder regarding Qualifications	Yes/No
10.	Form:-H, Annexure:-C Grievance Redressal during Procurement Process	Yes/No
11.	Form:-L, Bank Details	Yes/No
12.	Form: N, Undertaking of not being blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU).	Yes/No
13.	Authorization certificate from OEM i.e. M/s Fortinet	Yes/No
14.	Cost of Bid document(DD/Banker Cheque)	Yes/No
15.	Bid Security (DD/Banker Cheque)	Yes/No
16.	e-Bid Processing fee (DD/Banker Cheque)	Yes/No
17.	Financial Bid Form duly filled in and signed	Yes/No



Signature of Authorized Signatory along with seal