

Price: Rs. 590

JAIPUR METRO RAIL CORPORATION LTD.

**RFP FOR SUPPLY OF DESKTOPS, ASSOCIATED SOFTWARES &
MAINTENANCE THEREOF**



Request For Proposal

JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur -302005

Website: <https://www.transport.rajasthan.gov.in/jmrc>

Email: itcell@jaipurmetrorail.in

CIN: U60221RJ2010SGC030630

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1. NOTICE INVITING BIDS

- i. Jaipur Metro Rail Corporation (JMRC) invites Bids (under two cover system) from reputed and professional Information Technology Firms/Companies for supply & installation of Desktops & associated softwares and to provide hardware and software support services thereof.

ii. Schedule to the invitation of Bids:

S. No.	Item	Particulars
a)	RFP No	F.1(11)/JMRC/DCA/IT/Desktop/2013-14/09 Dated:15.03.2018
b)	Name of work/ Contract	RFP FOR SUPPLY OF DESKTOPS, ASSOCIATED SOFTWARES & MAINTENANCE THEREOF
c)	Estimated Cost	Rs.1,69,920
d)	Cost of Bid Document (Tender fee) (Non-Refundable)	Rs. 590
e)	Bid Security (EMD)	Rs. 3400
f)	RFP Download/Sale Start Date	15.03.2018 by 1800 Hrs.
g)	Last Date and Time for Submission of Queries	20.03.2018 by 1700hrs.
h)	Last Date for replies to Queries	22.03.2018
i)	Last date & time for physical submission of Bid	06.04.2018 up to 1500 hrs.
j)	Technical Bid Opening Date/Time	06.04.2018 at 1530 hrs.
k)	Financial Bid Opening Date/Time	Subsequent to Technical Bid opening (Date/Time to be intimated later to the Technically qualified bidders)
l)	Websites for downloading Tender Document/ subsequent clarification/ modification, if any	https://www.transport.rajasthan.gov.in/jmrc http://www.sppp.rajasthan.gov.in
m)	Bid Validity	90 Days from the last date of opening of Technical Bid.
n)	Venue of Technical Bid opening and Financial Bid opening	2 nd Floor, RSIC Wing, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur

Note:

1. The time of opening of Financial Bid shall be communicated to technically qualified bidders in writing through email/phone or speed post to be followed by phone.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded 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.

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation, Jaipur.

2. DEFINITIONS

Agency / Supplier	The Bidder, selected by JMRC in pursuance of the selection process consequent to this bidding for supply of Desktops
Agreement	The Contract Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Award, as per the format prescribed.
Application Software	Application Software purchased with documentation and media
Associated Software	The installed / embedded software associated with the computer hardware
Authority	Jaipur Metro Rail Corporation Limited (JMRC)
JMRC's website	https://www.transport.rajasthan.gov.in/jmrc
BoM	Bill of Material
Contract price/ Contract amount	The Contract amount finally approved by JMRC for the entire supply of respective Package as mentioned in LOA.
Corporation	Jaipur Metro Rail Corporation Ltd.
EMD	Earnest Money Deposit/Bid Security
Goods	“Goods” means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to the authority under the Contract.
ISO	International Organisation for Standardisation
IT	Information Technology
JMRC	Jaipur Metro Rail Corporation Ltd.
Jaipur Metro	Jaipur Metro Rail Corporation Ltd.
LD	Liquidated Damages
Letter of Acceptance (LOA)	Letter of Acceptance - Letter from Corporation to the successful bidder and outlining the terms and rates for the supply.
NIB	Notice Inviting Bids.
OEM	Original Equipment Manufacturer of Computer Hardware
PBG	Performance Bank Guarantee
PO	Purchase Order
PSD/ SD	Performance Security Deposit
Purchaser/ Tendering Authority	Person or entity that is a recipient of a good or service provided by supplier (successful bidder) under a purchase order or contract of sale. Also called buyer. JMRC in this RFP document through its Managing Director.
RFP document/ Tender document/Bid document/Bidding	Request for Proposal (Bid document or tender document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a

document	specific commodity or service.
Selected Bidder	The bidder selected for supply of Desktops as per the scope of contract defined in this document.
Technically Qualified Bidder	Bidder(s) whose Technical Bid is/ are considered eligible and technically responsive by JMRC
VAT/ Cen VAT	Value Added Tax/ Central VAT

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- i. JMRC's General Conditions of Contract (GCC) is a part to this bidding Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the GCC uploaded on the JMRC website <https://www.transport.rajasthan.gov.in/jmrc>
- ii. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the document.
- iii. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract & forfeiture of Bid Security/ Security Deposit.
- iv. If any change/deletion is made by the Bidder in the bidding document and if the same is detected at any stage even after the award of the tender, full Bid Security/ Performance Security Deposit will be forfeited and the contract will be terminated at the risk and cost of bidder.
- v. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- vii. If the required document(s)/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- viii. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- ix. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the bid liable for rejection.
- x. If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.
- xi. Any Bid not supported by valid Bid Security and Tender fee in acceptable form

will be liable to be treated as being non-responsive.

- xii. Bids complete in all respects must be filed not later than the time and date indicated in this bidding document. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the bidding document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xiii. Prices should be quoted FOR at JMRC office, Jaipur. No other charges shall be paid by JMRC except for the applicable taxes, if quoted in the financial bid.
- xiv. JMRC may at its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has –
 - a) Submitted the Tender after the prescribed date and time of submission of bids.
 - b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - c) If found to have a record of poor performance such as abandoning works, not properly completing the contract, delaying completion, being involved in litigation or financial failures, etc.
 - d) Submitted BID document, which is not accompanied by required documentation, Tender fee and Bid Security or is non-responsive.
 - e) Failed to provide clarifications related thereto, when sought.
 - f) Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

3.2 ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The Bidder should be an OEM of Desktops or its authorised dealer/partner duly authorised by the OEM to bid for this tender.	1. Memorandum & Articles of Association of bidder, if applicable. 2. Copy of Certificate(s) of Incorporation of bidder & OEM, if applicable. 3. Certificate of Registration of bidder/ OEM as applicable. 4. Partnership deed, if applicable for bidder. 5. Authorization Certificate from OEM (in case of Partner/ distributor/ dealer is a bidder), as per Annexure-VII . 6. An undertaking from the bidder /authorising OEM

S. No.	Basic Requirement	Specific Requirements	Documents Required
			confirming as authenticity of computer Hardware & Software as per Annexure-VIII
2.	Turnover	Annual Average Turnover from supply and installation of computer hardware and associated software during any three financial years out of the preceding last three financial years should be at least Rs. 10 Lakh (Ten Lakh only).	<p>a. Audited Profit and Loss A/c and Balance Sheet certified by a statutory auditor/ Chartered Accountant for last five financial years or Income Tax Returns (ITR), for last five financial years, indicating the required turnover.</p> <p>b. For the Financial year 2017-18, turnover should be certified by a statutory auditor or Chartered Accountant, in case documents mentioned at “a” above, are not available.</p>
3.	Experience	Supplied Desktops to any Govt. Unit/PSUs of Rs. 5 Lakhs in last three FY.	Copy of supply orders/ supply certificates.
4.	Tax registration	The Bidder should have a registration number of : i. GST/VAT/Sales Tax ii. Income Tax (PAN) / TIN number.	Self-attested Copies of relevant registration certificates/ documents
5.	Black listing	The Bidder should neither be a black listed firm nor have its contracts been terminated / foreclosed by any company/ department during the last 5 financial years due to non-fulfilment of Contractual obligations.	A self-declared certificate (in the Performa given in the Annexure-VI) to this effect on bidder firm's letter head & signed by authorised signatory of the firm.
6.	Service Support Centre	The bidder & OEM should have Authorised Service Support Centre / Resident Engineer(s) available in Jaipur.	Address and contract details of Service Centre working in Jaipur along with proof (telephone bill, Rent agreement etc.

3.3 CLARIFICATION

- i. For the purpose of affording bidders with an opportunity to obtain clarifications or give suggestions with regard to this bidding they may send queries on e-mail i.e. jgmadm@jaipurmetrorail.in, itcell@jaipurmetrorail.in or in writing by the dates prescribed in Notice Inviting Bids.
- ii. Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Bids.
- iii. JMRC may issue clarification/amendments on its own or in response to queries.
- iv. JMRC may or may not reply to queries at discretion.
- v. Queries /request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- vi. Responses /clarifications/ amendments shall only be issued through uploading on JMRC's website <https://www.transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in. Prospective bidders are advised to keep visiting these websites for updates.

3.4 COST OF BID DOCUMENT

- i. The BID should be submitted in the prescribed Bid document, which may be purchased for Rs. 590 (Rupees Five Hundred Ninety Only) in the form of Cash or DD/Banker Cheque drawn in favour of JMRC, payable at Jaipur. The cost of the Bid document is non-refundable.
- ii. The complete bid document can also be downloaded from the websites www.transport.rajasthan.gov.in or www.sppp.rajasthan.gov.in. In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/ Banker's Cheque along with Technical Bid.

3.5 BID SECURITY

- i. Bid Security in the form of Demand Draft/Bankers Cheque as per details given in the table below on any scheduled commercial bank (except regional rural bank & local area banks) in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The Bid Security can also be deposited in the form of Bank Guarantee (valid up to 120 days from the date of Bid submission) in the format enclosed at [Annexure-X](#).

Package. No.	Package details	Qty.	Amount of Bid Security (in INR)
1.	Desktop PC	03	Rs. 3400

- ii. The Bid Security of unsuccessful Bidders will be discharged/ returned within 30 days after signing of the contract with the successful bidder.
- iii. The Bid Security of successful Bidder(s) shall be refunded after deposition of the Performance Security Deposit or may be adjusted with the PSD, as the case may be.
- iv. Forfeiture of Bid Security shall be without prejudice to any other right of JMRC to claim any damages as admissible under the law as well as to take such action against the bidder(s) such as severing future business relation or black listing, etc.

The Bid Security taken from the bidder shall be forfeited in the following cases:-

- a. If the Bidder withdraws or modifies his bid proposal after opening of bids but during bid validity period.
- b. If the Selected Bidder does not execute the agreement within the specified time after issue of Letter of Acceptance (LoA).
- c. If the Agency fails to commence the supply of the goods and services as per Purchase order within the time prescribed.
- d. If the bidder does not deposit the Performance Security Deposit before or along with the signing of the Agreement consequent to issue of LoA.
- e. If there are adjustable dues against the Bidder /Agency from any other contract with JMRC.

3.6 SUBMISSION OF BID

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as “CONFIDENTIAL” and "RFP FOR SUPPLY OF DESKTOPS, ASSOCIATED SOFTWARES & MAINTENANCE THEREOF", addressed to:

Executive Director (Corporate Affairs),
Jaipur Metro Rail Corporation Ltd,
2nd Floor, RSIC Wing, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005

and must be dropped in the Bid Box labelled for the purpose and kept at 2nd floor, JMRC Office at the address given above. RFP No. and Date of opening of Technical Bid must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone / mobile numbers and e-mail of the Contact Person of the bidder.

Bids received after last time and date will not be considered. Bids sent by FAX, post or e-mail will not be considered.

This sealed envelope should consist of two separately sealed envelopes containing the Technical Bid (Envelope A) marked clearly as “Part: A- Technical Bid-RFP FOR SUPPLY OF DESKTOPS, ASSOCIATED SOFTWARES & MAINTENANCE THEREOF” and Financial Bid (Envelope B) marked clearly as “Part: B- Financial Bid – RFP FOR SUPPLY OF DESKTOPS, ASSOCIATED SOFTWARES & MAINTENANCE THEREOF”. Name of the firm should also be written on both the envelopes.

a. Submission of Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a copy of this ‘Request for Proposal’ with each page duly filled in and signed by the Bidder in acceptance of the terms and conditions therein, along with all due Annexures as detailed below, all required documents in support of eligibility, Bid Security and cost of tender document, if downloaded or receipt of payment of tender document cost, if purchased.

The Technical Bid should include:

- [Annexure –I](#) : Check List of Documents.
- [Annexure–II](#)
 - [Form –I](#) : Declaration for Acceptance of Terms & Conditions of the RFP & GCC.
 - [Form –II](#) : Bidder’s Profile and Documents to substantiate eligibility of the bidder.
 - [Form –III](#) : Financial capacity & experience of Bidder and supporting documents.
- [Annexure –III](#) : Bill of Material
- [Annexure –IV](#) : Detailed Technical Specification
- [Annexure –VI](#) : Self-declaration for NO BLACK LISTING
- [Annexure –VII](#) : OEM Authorization Certificate
- [Annexure –VIII](#) : Undertaking on authenticity of Hardware and Allied equipments (On ₹ 100 non judicial stamp paper)
- [Annexure –XI](#) : Format for Performance Bank Guarantee
- [Annexure –XII](#) : Agreement Format

All these Annexure shall be duly filled (except for Annexure-XI and Annexure-XII) and signed on each page to be submitted as part of technical bid. All pages of any clarification/ amendment/ corrigendum issued, if any, are also to be duly signed and to be submitted as part of Technical Bid.

Signed copy of amendment/ corrigendum issued, if any, shall also be required to be submitted as part of Technical Bid.

b. Part-B : Financial Bid

This Part should contain the Financial Bid in the prescribed Format as per [Annexure-IX](#).

3.7 EVALUATION OF BID DOCUMENTS

- i. The bids will be opened at the time; date and place as per schedule 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 representative of bidders should bring an authorisation certificate from the bidder in the format as per Annexure-V. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a register 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.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this document.
- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- iv. The Financial Bids of only those Bidders, who clear Technical evaluation stage, will be opened and evaluated. Date & time of opening of financial bid shall be intimated to technically qualified bidders later in writing through Email/post followed by phone.
- v. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT,

etc. applicable as on date in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and inclusive of all such taxes and duties and no claim on account of such tax/duties will be entertained in the evaluation of bids.

- vi. 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 will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- vii. The Bidder whose Bid is responsive, complete and in accordance with the Bidding Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful Bidder. The Lowest Bid will be decided upon the lowest total price quoted by the Bidder in the Financial Bid Format given at Annexure IX.
- viii. In exceptional circumstances, prior to the expiration of the bid validity period, the Authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security i.e. EMD. A Bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

3.8 PERFORMANCE SECURITY DEPOSIT AND AWARD OF CONTRACT

- i. The Successful Bidder(s) shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the 'LoA', the Successful Bidder (s) shall return one copy of the LoA duly signed and unequivocally accepted and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 10% of the contract Amount, in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-XI) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of LoA. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations of Agency including warrantee i.e., up to 40 months from the date of LoA.
- iv. An agreement on a non-judicial stamp paper of Rs. 500/- as per format at Annexure-XII shall be executed within 10 days of issue of LoA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- v. After signing of the Agreement & deposition of Performance Security, Purchase Order(s) shall be issued to the Agency/ successful bidder(s) for supply of required Hardware & Software.
- vi. After completion of all contractual obligations including warrantee, Performance Security Deposit shall be returned/ discharged to the successful Agency within 60 days.
- vii. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be retained or to be extended to meet the requirement of validity of Performance Security valid up to the extended contract period enhanced by three months.

4. SPECIAL CONDITIONS OF CONTRACT

4.1 GENERAL CONDITIONS OF CONTRACT

The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this bidding process and the pursuant contract. However, wherever the provisions contained in this bidding are in conflict with the GCC, the provision contained in this bidding shall prevail.

4.2 SCOPE OF CONTRACT

The selected bidder is expected to carry out all activities including delivery, installation and support services in coordination with JMRC as per details given below:

a) Supply and Delivery of Desktops along with all other accessories & associated software:

The selected bidder shall

- i. Supply the required quantities of Desktops, as mentioned in the BOM given on [Annexure-III](#) and having the specifications and all other accessories (including Keyboard, Mouse, Power Cables, Display Cable etc. as mentioned in the Specifications provided in Annexure-IV titled “Detailed Technical Specifications” at Jaipur.
- ii. Install and conduct 100% Quality inspection and testing of Hardware and Software and ensure that each and every item complies with the specifications given on Annexure-IV and ensure that there should not be any physical damage(s), and that the consignment(s) contain all the required hardware and accessories before declaring the hardware as “Ready for delivery”.

b) Comprehensive Warranty and Support Services:

The selected bidder shall

- i. Provide comprehensive warranty and support services for 3 years, through the designated Support Service Centers/ Resident Engineers applicable from the date of receipt of all items in JMRC store.
- ii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the Service Support Centres / through the Resident Engineers during the warranty period.

4.3 SPECIFICATIONS AND STANDARDS:

a. Technical Specifications-

- i. The Agency shall ensure that the goods and related services comply with the technical specifications as per Annexure-IV of RFP and other provisions of the RFP.
 - ii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document 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.
- b. 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 bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Agency and shall be treated in accordance with the general conditions of the contract.

- c. Unless otherwise stipulated in the Contract, the supply shall also include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- d. The bidder(s) shall not supply any hardware/ software that is likely to be declared as End of Sale for eighteen months and End of Service/ Support for forty two months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/Support in the period mentioned above, then the Agency shall replace all such hardware/software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

4.4 TRANSPORTATION AND PACKING:

- a. The Agency shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail, road and air and delivery of the material in the good condition to the JMRC. In the event of any loss, damage, breakage or leakage or any shortage the Agency shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee during Post-Delivery Inspection. No extra cost on such account shall be admissible.
- b. All goods must be sent freight paid (FoR at JMRC stores, 2nd Floor, RSIC Wing, Udyog Bhawan, Jaipur) and no payment shall be made by JMRC at the time of receipt of supplies.

4.5 INSPECTION:

- a. The supplier shall provide the inspection certificate/ report from the OEM along with the delivery of Desktops.
- b. The supplier shall also provide an undertaking/ certificate from authorised signatory of OEM certifying therein that the Desktops bearing Serial No. to are meeting technical specifications, as provided in Annexure IV of JMRC RFP No. Dated
- c. The goods supplied in packed condition shall be accepted by JMRC representative in packed conditions. After receipt of packed boxes of supplies in good condition, a receipt of number of packed boxes shall be given to the supplier. The packed boxes shall be opened in the presence of representative of supplier and after completion of post delivery inspection, the supplies shall be taken over by JMRC. The nominated officer from JMRC shall issue the taken-over certificate.

4.6 REJECTION:

- a. The Desktops not approved during inspection or testing shall be rejected and will have to be replaced by the Agency at his own cost within the time fixed by the Authority.
- b. If, however, due to exigencies of JMRC work, such replacement either in whole or in part, is not considered feasible, the Authority, after giving an opportunity to the Agency of being heard, shall, for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c. The rejected Desktops shall be removed by the Agency within 15 days of intimation of rejection, after which Authority shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as deemed fit, at the Agency's risk and on its account.
- d. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and JMRC will not be required to pay such charges if incurred.

4.7 DELIVERY SCHEDULE

The Selected Bidder shall ensure that all the required quantities of the ordered hardware and software are supplied as per delivery schedule mentioned herewith.

➤ Supply of complete items	:	Within 42 days (6 Weeks) of issue of Purchase Order.
➤ Installation of Desktops	:	Within 7 days of post-delivery inspection.

4.8 EXTENSION OF TIME

The Agency shall adhere to the time schedule given in the Delivery Schedule in the Scope of Work. However, Authority reserves the right to extend and/or change the time schedule on reasonable grounds.

- i. Extension of time on Agency's request: The time for the execution of the contract shall be deemed to be the essence of the Agreement. If the Agency fails to complete the Work within the time schedule specified herein for reasons other than on Authority's account, Authority may, if satisfied that the Work can be completed by the Agency within a reasonably short time thereafter, allow the Agency for an extension of time upon a written request from the Agency. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 10 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained. On such extension, Authority will be entitled without prejudice to any other right or remedy available on that behalf to recover from the Agency, liquidated damages as defined in this BID.
- ii. Extension of time due to delay on Authority's account: If the progress of contract is delayed at any time due to act or omission by Authority, then the Agency shall immediately give notice thereof in writing to Authority indicating the period for which the Work is likely to be delayed, and shall be bound to ask for necessary

extension of time. Authority on receipt of such request shall consider the same and shall grant such extension of time as is reasonable with regard to the nature and period of delay and the time and quantum of Work affected thereby. No compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of Agreement being applicable as if such extended period was originally provided in the original Agreement itself.

4.9 AUTHORITY'S RIGHT TO ACCEPT / REJECT SUPPLIES / SERVICES AFTER EXPIRY OF DELIVERY SCHEDULE / EXTENDED DELIVERY SCHEDULE:

- i. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the supplier after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- ii. If JMRC is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction. This shall be without prejudice to any other rights or remedies that the Authority may have and choose to exercise with regard to such delay.

4.10 SUB-CONTRACTING

- a. The Agency shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Authority, except for the following:
 - Setting-up a helpdesk
 - Establishment of Service support centre / deployment of Resident Engineers
 - Transportation of the Items supplied to the destination(s)
- b. The selected bidder(s) shall notify the JMRC, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Agency from any of its obligations, duties, responsibilities, or liability under the Contract.

4.11 DURATION/ VALIDITY OF CONTRACT

- a. The duration/validity of supply of contract shall be for one year from the date of issue of LOA. The supply orders shall be issued in part or in full at the approved price in this period.
- b. Duration of warranty shall be for 3 years from the date of successful installation of Desktops in JMRC.

4.12 VARIATION IN QUANTITY

The quantity mentioned in the Bill of Material and Financial Bid Format for respective Packages/Categories, is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Bill of material during the supply contract period, as per followings:

- a. If the procuring entity does not procure any subject matter of procurement or procure less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders

in parts or in full, for supplying the Desktops during currency of supply contract.

4.13 COMPREHENSIVE WARRANTY

- a. The comprehensive warranty for the supplies under the contract pursuant to this bidding defines the terms of the Agency's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of contract.
- b. The Agency shall provide comprehensive, end-to-end service including supply, Warranty and replacement of the defective hardware/software and components thereof in case of damage, failing which the penalty considered appropriate by JMRC shall be levied. The periods of warranty for hardware & associated software and for application software shall be as specified in the clause "Comprehensive Support Services" laid down in the Scope of Contract.
- c. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the contract. Failure to adhere to the targets shall render the Agency liable to be penalized as per following:

Type of incident	Target Resolution time	Penalty
Any defect in Hardware or any of its parts or any associated software	T+2 Working days	No penalty
	>T+2 Working days	Rs. 100/- per day per item of hardware/software, till the defect is rectified
	>T+60 Working days	If the Agency fails to rectify a defect within 60 days, JMRC may proceed to take such remedial action as may be necessary, in addition to other recourses available in the contract

Note: *T is the time when user reports the defect with the hardware at the service support center/ Resident Engineer (as per the contract address provided by the bidder/ Agency) in writing or through e-mail.*

- d. Applicable penalties shall be calculated on quarterly basis and intimated to the Agency by the Nodal officer. Recoveries of penalty shall be made from the next due payment. or the BG available with JMRC as the case may be.
- e. The total penalty on account of warranty shall not exceed 5% of the total value of the order. Penalty beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event for termination on default.

4.14 PAYMENT TERMS & SCHEDULE

- a. Payment schedule – Payments to the Agency, after successful completion of the target milestones, would be made as under:

S. No.	Milestone / Deliverable of Respective Lot	Due Payment *	Supporting Documents
1.	Receipt of supply ordered in JMRC stores and taken over after post delivery inspection and installation to the satisfaction of the user(s)	100% of total PO cost of respective Lot.	1. Original GSTIN Invoice (in triplicate copy) 2. Undertaking/ certificate from authorised signatory of OEM for meeting technical specification. 3. Installation Report signed by end user as well as Nodal Officer. 4. Acknowledgement of Nodal Officer of having received warranty certificates and support centre/Resident Engineer contact details (including e-mail ID) for all items of the Lot

- b. The Agency shall request for payment to the Authority in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, together with the required documents, and upon fulfilment of all the obligations stipulated in the Contract.
- c. Due Payments shall be made promptly by the Authority, generally within thirty (30) days after submission of an invoice or request for payment by the Agency, which is accepted by the Authority.
- d. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- e. Advance Payments will not be made.
- f. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP, will be deducted from the payments for the respective milestones.
- g. Taxes (If any), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations. If it is required under law to deduct some statutory taxes at source, these will be deducted before the release of such payment(s). Necessary certificate of deduction of Tax at source shall be issued and furnished to the Agency by JMRC.
- h. No amount of interest will be payable by JMRC, in case of delay or on any other count.
- i. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Agency / Supplier to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.
- j. The tax (es) as applicable and if quoted extra in the financial bid, shall be paid as per prevalent/ actual rates.

4.15 FAILURE TO SUPPLY THE DESKTOPS, ASSOCIATED SOFTWARES WITH ACCESSORIES AS PER THE PURCHASE ORDER/ CONTRACT

The Agency shall supply the Desktops as per the requirement of the Corporation spelt out in purchase order. Delay in supplies of these Desktops in terms and conditions of this tender/ contract will be termed as default on the part of the agency/supplier.

a. Liquidated Damages:

In case of any default of Agency, JMRC shall have the right to recover from the Agency Liquidated Damages which may be in addition to penalty as defined at (b) below.

In the event of the Agency's failure to supply the goods as specified in this contract, the Corporation may, at its discretion, withhold any payment until the completion of the contract. The Corporation may also deduct from the Agency as agreed, liquidated damages amounting to the sum of 0.5 % to of the contract price of the delayed /undelivered stores/ services mentioned above (i.e. the entire actual payable amount in respect of the particular lot with regard to which the delay has occurred) for every week of delay or part of a week unless prior extension of time has not been granted by the authority under clause 4.8 (ii) , subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total contract amount (i.e. the entire actual payable amount in respect of the particular lot with regard to which the delay has occurred) which may be in addition to Risk and Cost action as defined at (c) below.

b. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

c. Risk and Cost:

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the agency.

4.16 TERMINATION OF CONTRACT AGREEMENT

- a. JMRC reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency in quality of goods supplied, inordinate delay in supplies or any other breach of contract, in which case the value of the proper supplies made to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- b. JMRC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in JMRC's opinion, the cessation of work become necessary due to any reason not covered in clause (a) above, in which case the value of the supplies done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.

4.17 CONCILIATION, ARBITRATION & JURISDICTION

- a. In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Corporate Affairs).
- b. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- c. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

4.18 FORCE MAJEURE

- a. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by *force majeure*.
- b. For purposes of this tender and agreement to be signed in pursuant to this tender process, '*force majeure*' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- c. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a *force majeure* event.

ANNEXURE – I

CHECK LIST OF DOCUMENTS TO BE ENCLOSED**ENVELOPE: A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP excluding Annexure duly signed by the Authorised Signatory of the Bidder firm.	Yes/No
2.	Annexure – I : This Check List duly ticked and signed	Yes/No
3.	Annexure-II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP) & GCC, duly filled & signed.	Yes/No
4.	Annexure-II, Form-II: Bidder's Profile duly filled, signed & enclosing documents for eligibility	Yes/No
5.	Annexure-II, Form-III: Financial capacity & experience of the bidder, duly filled, signed & enclosing turnover documents as per clause 3.2(2).	Yes/No
6.	Annexure-III: Bill of Material, duly filled & initialled	Yes/No
7.	Annexure-IV: Detailed Technical Specifications, duly initialled	Yes/No
8.	Annexure-VI: Self-declaration – No Black listing	Yes/No
9.	Annexure-VII: OEM Authorisation certificate	Yes/No
10.	Annexure-VIII: Undertaking of authenticity of hardware & allied equipments	Yes/No
11.	Bid Security (DD/ Banker Cheque/ Bank guarantees in the format as per Annexure X)	Yes/No
12.	Annexure-XI: Performa of Performance Bank Guarantee	Yes/No
13.	Annexure-XII: Performa of Agreement	Yes/No
14.	Cost of Bid document (DD/ Banker Cheque or JMRC receipt)	Yes/No

ENVELOPE: B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Annexure-IX, Financial Bid duly filled in and signed	Yes/No

ANNEXURE – II, FORM-I

Date:

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF RFP & GCC

We,, having our office at
.....,

agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) as
available on the official website of JMRC and of the Request For Proposal (RFP) No.

_____, dated _____ issued by
JMRC for supply of Desktops, associated software & maintenance thereof.

Our offer will remain valid for 90 days from the date of opening of Technical Bid.

Date

Signature

Place

Name

JAIPUR METRO
Seal of Authorised Signatory

ANNEXURE – II, FORM-II**BIDDER'S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY OF THE BIDDER**

Please find enclosed signed copy of the Profile, and the other requisite documents as mentioned herein.

1.	Name of the RFP	RFP FOR SUPPLY OF DESKTOPS, ASSOCIATED SOFTWARES & MAINTENANCE THEREOF
2.	Name of the Bidder Firm	
3.	Date when incorporated/ Registered.	
4.	Profile of the Firm	Proprietor/ Partnership/ Private limited/ Public Limited. Constitution of the firm
5.	Broad business activities carried out by the firm	
6.	Whether OEM or distributor/dealer/authorise d business partner	
7.	If the bidder is not OEM, then OEM details	
8.	Registered Office Address of bidder(With Pin Code)	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
	Website	
9.	Jaipur Resident Engineer /Customer support Office Address (proof to be attached)	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
10.	Service Tax/Excise Tax Registration No.(As applicable, copy to be enclosed)	

11.	PAN Card No. (copy enclosed)	
12.	TIN/VAT/CST Number (copy enclosed)	
13. (a)	Name and designation of the Chief Executive or equivalent of the firm	
(b)	Address	
14. (a)	Name and designation of the authority that is authorized to sign the tender document	
(b)	Address	
15.	Tender Fee	Details of the Cash Receipt/DD/Bankers cheque
16.	Bid Security details	
17.	Other Eligibility documents attached :	
a)	Registration details	Registration Certificate/ partnership deed/ Certificate of incorporation
b)	Certificate of having not black listed as per clause 3.2(4)	

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date

Signature

Place

Name

Seal of Authorised Signatory

Note: Additional pages, duly signed may be attached wherever necessary. Documentary proofs are to be attached.

ANNEXURE – II, FORM-III

FINANCIAL CAPACITY & EXPERIENCE OF BIDDER & SUPPORTING DOCUMENT

S. No.	Year	Turnover (Rs.)	Experience Details
1.	Year 2014-15		
2.	Year 2016-17		
3.	Year 2017-18		

Note: (1) Net worth for the year 2017-18: _____

(2) Turn over Proof as per clause 3.2 (2) and 3.2 (3) enclosed.

Date

Signature

Place

Name

Seal of Authorised Signatory

JAI PUR METRO

ANNEXURE-III**BILL OF MATERIAL (BoM)****(Make & model to be filled by the bidder)**

Packag e no.	Name of Item	Total Quantity	Make	Model
1.	Desktop-PC	03		

- The Agency has to supply, install necessary softwares and deliver the Items mentioned above with all necessary accessories (including Keyboard, Mouse, Power Cables, Display Cable etc.) to JMRC, Jaipur, Rajasthan.
- Detailed Technical Specifications are given in Annexure-IV.



Signature of the Bidder

JAIPUR METRO

ANNEXURE-IV

DETAILED TECHNICAL SPECIFICATIONS

Note: All the specifications below are minimum specifications, deviation on superior/higher side shall be considered without any weightage.

Desktop-PC			
S. No	Particular	Specification	Compliance/ Deviation/ Remarks
1.	Operating System	Windows 10 Professional 64 bit (preloaded with license)	
2.	Processor Type	Intel Core i5, 7500U 7 th Generation	
3.	Chipset	Compatible Intel chipset on Original Intel/ OEM Mother Board	
4.	Graphics Processor	HD Graphics or better	
5.	CPU speed	3.2 GHz, Turbo Boost up to 3.5 GHz or Higher	
6.	Hard disk size	1TB 7200 rpm Serial ATA HDD or higher	
7.	Included RAM Size	8 GB 2133 MHz DDR4 RAM or higher with 32 GB Expandability.	
8.	Cache	4 MB	
9.	Optical Drive	DVD Writer (Drive 8X or better)	
10.	Connectivity	Ethernet Port(10/100/1000) ,USB 3.0 Port, 6 USB ports (at least 2 in front), 1 serial audio ports	
11.	Drive Bays	3 Nos.	
12.	Monitor Display	18.5 Inches diagonal or higher TCO 06 certified	
13.	Keyboard	Standard 104 Keys with USB connector	
14.	Mouse	Optical Mouse with USB connector	
15.	Cabinet Type	Mini Tower	
16.	Certificate	MS Windows® 10, ISO 9001 & ISO 14001	
17.	Warranty	Three year on-site warranty	

ANNEXURE-V

BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder and to be carried by the person attending the bid opening}

To,

_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to attend tender opening on behalf of the company/ firm in connection with Tender/ No: F.1(11)/JMRC/DCA/IT/DESKTOP/2013-14/09 Dated :15.03.2018

For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

JAIPUR METRO

ANNEXURE-VI

SELF-DECLARATION - NO BLACKLISTING

{To be filled by the bidder}

To,

{Tendering Authority},

In response to the Tender/ No: **F.1(11)/JMRC/DCA/IT/DESKTOP/2013-14/09** Dated **:15.03.2018** for {Project Title}, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not declared ineligible/blacklisted for corrupt & fraudulent practices during last 5 years by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-VII

Certificate of Authorization

{Sample Certificate to be signed by OEM's authorized signatory}

We {name and address of the OEM} who are original equipment manufacturers (OEMs) do hereby authorize {M/s _____} who is our Authorized Channel Partner (if applicable) to supply Hardware/ Software item(s) manufactured by us.

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

JAIPUR METRO

ANNEXURE-VIII

UNDERTAKING ON AUTHENTICITY OF HARDWARE AND ALLIED EQUIPMENTS

To,
Jaipur Metro Rail Corporation Limited,
Jaipur,

Reference: **No: F.1(11)/JMRC/DCA/IT/DESKTOP/2013-14/09 Dated :15.03.2018**

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit the EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

JAIPUR M

Authorized Signatory (Bidder)

(In case bidder is not OEM)

Name:

Designation:

ANNEXURE-IX

FINANCIAL BID

(The filled & signed financial bid is to be placed in financial bid envelop only)

Tender Inviting Authority: Jaipur Metro Rail Corporation Limited (JMRC)								
Name of Work: Supply of Desktops and associated software & maintenance thereof								
RFP No. : F.1(11)/JMRC/DCA/IT/DESKTOP/2013-14/09 Dated :15.03.2018								
Bidder Name:								
PRICE SCHEDULE								
S. No.	Package	Qty in units	Unit Rate in INR	CGST in % on Col 4	SGST in % on Col 4	Total GST (in Rs.)	Total price in INR (incl. all GST and Government levies (Rs.))	Total in words (Rs.)
1	2	3	4	5	6	7	8=3x(4+7)	
1.	Desktop PC (As per detail technical specification provided in Annexure IV)	03						

Note:

- The price quoted above is valid up to 90 days from the date of bid submission.
- The price quoted above is inclusive of all other charge, like- transportation, installation, testing, etc.
- Additional taxes applicable, if any, are to be mentioned here else nothing shall be paid extra. The evaluation shall be on total cost to JMRC inclusive of all taxes & levies.
- GST shall be payable as per applicable rate at the time of supply.
- Catalogue attached.

(Signature of Authorised Signatory of the bidder)

ANNEXURE-X

BANK GUARANTEE FORMAT – BID SECURITY

{to be submitted by the bidder}

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme,
Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Tender for <please specify the project title> vide RFP reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said tender as mentioned in the bid document.

It is a condition in the tender documents that the Bidder has to deposit Earnest Money amounting to <Rs. _____ (Rupees <in words>)> in respect to the tender, with JMRC, Ist Floor Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “JMRC (JMRC)”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of tender). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the JMRC as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (herein after referred to as the Guarantor) do hereby undertake and agree to pay forthwith on

demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said Tender Document and the decision of the JMRC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall

remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by JMRC.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

ANNEXURE-XI

PERFORMANCE BANK GUARANTEE {TO BE SUBMITTED BY THE SELECTED BIDDER ONLY}

(From a Nationalised/ Scheduled bank having its branch at Jaipur)

(Payable at par at Jaipur)

To,
Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Jaipur.

1. In consideration of Jaipur Metro Rail Corporation Limited (JMRC) (hereinafter called "JMRC") having agreed to exempt M/s (here in after called "the said Supplier" from the demand, under the terms and conditions of RFP No.....dated(Including subsequent clarification/ corrigendum/ amendment, if any), LOA No. dated and subsequent agreement to be signed between JMRC through and (Supplier) for the work(hereinafter called "the said Contract") of Performance Security Deposit for the due fulfilment by the said Supplier of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofSupplier(s) do hereby undertake to pay to JMRC an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We (indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from JMRC. Any such demand made on the bank by JMRC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of JMRC and we (indicate the name of Bank), bind ourselves with all directions given by JMRC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We.....(indicate the name of Bank), undertake to pay to JMRC any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of JMRC under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till JMRC certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Supplier(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the JMRC that JMRC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by JMRC against the said Supplier(s) and to forbear from or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s) or for any forbearance, act or omission on the part of JMRC or any indulgence by JMRC to the said Supplier(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the supplier(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of JMRC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by JMRC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for JMRC to proceed against the supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank

notwithstanding any security which JMRC may have obtained or obtain from the supplier.

10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of our branches at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above Performance Bank Guarantee is accepted by JMRC

For and on behalf of JMRC

JAIPUR METRO

Signature

(Name & Designation)

ANNEXURE-XII

AGREEMENT FORMAT

{to be signed by selected bidder(s) and tendering authority}

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the Supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the JMRC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved Supplier has agreed with the JMRC to supply to the Managing Director, JMRC, Khanij Bhawan, C-Scheme, Jaipur, Rajasthan on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Jaipur, all those articles set forth in our LOA No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the RFP and contract appended herewith and at the rates set forth in the said order.

And whereas the approved Supplier has deposited a sum of Rs. _____ in the form of:
-

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to JMRC.

Now these Presents witness:

- 1) In consideration of the payment to be made by the JMRC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our LOA No. _____ dated ____/____/20____ thereof in the manner set forth in the RFP, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Price bid along with their enclosures.
- 2) The NIB, Bid Form, Scope of Contract, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and along with their enclosures enclosed with the RFP No: F.1(11)/JMRC/DCA/IT/DESKTOP/2013-14/09 Dated :15.03.2018 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

- 3) Letter of Award Nos. _____ dated _____ issued by JMRC and letter Nos. _____ Dated _____ received from Supplier and appended to this agreement shall also form part of this agreement.
- 4) The JMRC do hereby agree that if the Supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the JMRC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bid document/work order.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be affected and completed within the period as specified in the bid document/ work order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be as per provisions available in the bid document/ work order.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the JMRC and the decision of the JMRC shall be final.

In witness whereof the parties hereto have set their hands on the _____ day of _____ (Year).

Signature of the Approved
supplier/ bidder

Signature for and on behalf of
MD, JMRC

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2