

Bid No: F2(29)/JMRC/O&S/S&T/ROUTER/2018-19

Bid Price Rs.590



## BID DOCUMENT

# "PROCUREMENT OF ROUTERS & NETWORK CONFIGURATION"

Jaipur Metro Rail Corporation Limited  
Directorate of Operations & Systems  
Admin Building, Mansarovar metro train depot,  
Bhrigu path, Mansarovar Jaipur – 302020  
Website: <http://transport.rajasthan.gov.in/jmrc>  
Email: [edst@jaipurmetrorail.in](mailto:edst@jaipurmetrorail.in)

## **TABLE OF CONTENTS**

1	NOTICE INVITING BIDS .....	4
2	INSTRUCTION TO BIDDERS .....	6
2.1	Sale of Bidding/ Bid Documents .....	6
2.2	Cost of bid document and Bid Security/EMD .....	6
2.3	Changes in the Bidding Document .....	7
2.4	Period of Validity of Bids .....	7
2.5	Format and Signing of Bids .....	8
2.6	Sealing and Marking of Bids .....	8
2.7	Cost & Language of Bidding .....	9
2.8	Alternative/ Multiple Bids .....	9
2.9	Deadline for the submission of Bids .....	9
2.10	Late Bids .....	9
2.11	Receipt and Custody of Bids.....	9
2.12	Withdrawal, Substitution, and Modification of Bids .....	10
2.13	Opening of Bids .....	10
2.14	Selection Method .....	11
2.15	Clarification of Bids.....	11
2.16	Evaluation & Tabulation of Bids .....	12
2.17	Correction of Arithmetic Errors in Financial Bids: .....	14
2.18	Negotiations .....	14
2.19	Acceptance of the successful Bid and Issuance of Purchase Order.....	15
2.20	Procuring entity’s right to accept or reject any or all Bids .....	15
2.21	Performance Security Deposit .....	16
3	General Conditions of Contract.....	17
3.1	Terms & Conditions.....	17
3.1.1	Contract Documents: .....	17
3.1.2	Completion Period.....	17
3.1.3	Liquidated Damages (LD) .....	17
3.1.4	Termination .....	17
4	SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT.....	18
4.1	Scope of Work.....	18
4.2	Bidders to Bid for all Items.....	19

4.3	Payment Terms & schedule.....	19
4.4	Warranty .....	19
4.5	Other Special Terms .....	19
5	TECHNICAL BID FORMATS AND DETAILS: .....	20
5.1	TECHNICAL SPECIFICATIONS .....	220
5.2	Form A: Form of Bid .....	242
5.3	Form: B Format of Bank Guarantee for Performance Security .....	264
5.4	Form C: Bidder's Authorization Certificate {to be filled by the BIDDERS} .....	276
5.5	Form D: Self-Declaration {to be filled by the Bidder} .....	27
5.6	Form E: Certificate Of Conformity/No Deviation {to be filled by the Bidder} .....	28
5.7	Form- F, Annexure A Compliance with the Code of Integrity and No Conflict of Interest.....	29
5.8	Form:-F, Annexure:-B Declaration by the Bidder regarding Qualifications .....	30
5.9	Form:-F, Annexure:-C Grievance Redressal during Procurement Process .....	31
5.10	Form : G [See rule S3] .....	33
5.11	BILL OF QUANTITIES (BOQ).....	34

## 1 NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed Open Bids (single stage one envelope method) for “RFP for procurement of Routers & Network Configuration.”

### KEY DETAILS:

a)	Designation and address of inviting authority	General Manager (S&T),JMRC JAIPUR
b)	NIB/Bid No	F2(29)/JMRC/O&S/S&T/ROUTER/2018-19/ Dated:12/02/2019
c)	Name of Work	“Procurement of Routers & Network Configuration”
d)	Cost of Bid Form	Rs. 590/- (includes 18% GST) by Banker’s Cheque/ Cash/ Demand Draft in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. Cost of Bid Form is not refundable.
e)	Estimated Cost	Rs.175486/- (including GST)
f)	Earnest Money Deposit (EMD) / Bid Security.	Rs.3510 /- (2 % of the Estimated Cost) in the form of Banker’s Cheque/ Demand Draft of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. (Refer clause 2.2)
g)	Performance Security	(10 % of the contract amount) in the form of Banker’s Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. (Refer clause 2.22)
h)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	<a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
i)	Bid Download Start Date / Time	17:00 Hrs. dated 12/02/2019
j)	Bid Submission start date/ Time	9:30 Hrs. dated 13/02/2019
k)	Last Date & Time for Submission of Bid	11:00 Hrs. dated 22/02/2019
l)	Time & Date of opening of Bid	12:30 Hrs. dated 22/02/2019
m)	Venue of Submission and Opening of Bid	Room no. 317, Administrative Building, Mansarovar Metro Depot, Bhrigu Path,Mansarovar,Jaipur-302020
n)	Validity of Bid	90 days from the last date of submission of Bid.
o)	Completion period of Work	Three weeks from issue of “Purchase Order/LOA”.
p)	Minimum Eligibility Criteria:	
	a)	Bidder should have valid GST registration certificate issued by competent authority and enclose GST certificate.
	b)	Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
	c)	He shall not be black listed by central government, any state government or any Government agency or public sector undertaking (PSU). He shall submit an undertaking to this effect.
	d)	Bidder should have a work experience of installation, configuration of Router and

	<p>of Networking in last 3 years. Satisfactory completion certificate to this end from the contract awarding organization shall be submitted.</p> <p>e) Bidder should provide Authorization Certificate from OEM for this specific Bid at the time of BID submission</p>
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Note:

1. All bidders or their authorized representative may attend the opening of Bid.
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.
3. 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, 3<sup>rd</sup> floor, Admin Building  
Bhrigu path, Mansarovar, Jaipur – 302020  
**Landline no. 0141-2822106**  
Email: [edst@jaipurmetrorail.in](mailto:edst@jaipurmetrorail.in)

**NOTE:** In case of any query regarding this Bid, same may please be made with Deputy General Manager (S&T), **Landline no. 0141-2822123**

## **2 INSTRUCTION TO BIDDERS**

### **2.1 Sale of Bidding/ Bid Documents**

The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents are placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost on or before while submitting the bid to the procuring entity.

The bidding documents shall be made available to any prospective Bidders who pay the Bid cost for it in cash or by bank demand draft/banker's cheque.

Note: Bid documents cost is not refundable in any case.

### **2.2 Cost of bid document and Bid Security/EMD**

2.2.1 The Bid should be submitted in the prescribed Bid document, which may be purchased for as per NIB. The complete bid document can be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). In case the bid document is down loaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted. In no case the cost of bid form is refundable.

2.2.2 EMD/Bid Security can be deposited as per NIB and shall form part of the bid.

2.2.3 EMD/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)

2.2.4 The EMD/ Bid Security of successful Bidder shall be adjusted against Performance Security Deposit or discharged/ returned after deposition of the Performance Security Deposit, as the case may be.

2.2.5 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 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.

2.2.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.

2.2.7 No interest shall be payable on the Bid Security (EMD).

2.2.8 The procuring entity shall promptly return the Bid Security if not adjusted in performance security of the successful Bidder after the earliest of the following events, namely:-

- a. the expiry of validity of Bid Security;
- b. Issue of LOA for procurement and performance security is furnished by the successful Bidder;
- c. the cancellation of the procurement process; or
- d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.2.9 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.

### **2.3 Changes in the Bidding Document**

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.

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.

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.

### **2.4 Period of Validity of Bids**

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.

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 Format and Signing of Bids

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

All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as per Form C.

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

## 2.6 Sealing and Marking of Bids

2.6.1 Single envelope shall comprise of the following: -

- a. Name and complete address along with telephone/ mobile number of the Bidder;
- b. Complete address of the procuring entity with telephone number, if any;
- c. The specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and

2.6.2 A single-stage single envelope selection method shall be adopted.

The complete bid document will be consisting of following:-

- a. Bid Cost/Proof of Bid cost (if already submitted)
- b. Bid security.
- c. Bid Document - The bidder shall enclose duly signed and stamped, copy of the Bid Document along with BOQ (Form H). Bids signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.

**All applicable Annexure/Performa's shall be duly filled by the bidders as below (if applicable):**

<b>S. No.</b>	<b>Documents Type</b>	<b>Document</b>
1.	Bidding document Fee (Bid Fee)	Proof of submission
2.	Form of Bid	As per Form A
3.	Bidder's Authorization Certificate	As per Form C
4.	Self-Declaration	As per Form D
5.	Conformity/No Deviation	As per Form E
6.	Compliance with the Code of Integrity and No Conflict of Interest	As per Form F: Annexure A
7.	Declaration by the Bidder regarding Qualifications.	As per Form F: Annexure B
8.	Grievance Redressal during Procurement Process	As per Form F: Annexure C



9.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	Form G
10.	Bill of Quantity (BOQ): Financial Bid Form	Form H

## 2.7 Cost & Language of Bidding

2.7.1 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.

2.7.2 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.

## 2.8 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

## 2.9 Deadline for the submission of Bids

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.

## 2.10 Late Bids

2.10.1 The person authorized to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.

2.10.2 Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the Bidder.

## 2.11 Receipt and Custody of Bids

2.11.1 The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.

2.11.2 The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.

2.11.3 All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.

- 2.11.4 The received bids shall be kept in safe custody in lock and key by the person authorized to receive the bids.
- 2.11.5 The location of bid box shall be such as to facilitate easy access to Bidders.
- 2.11.6 The record of bids received late through post shall be entered in bids receipt register after closing the register as per above.
- 2.11.7 Bids received by telegram or given on form other than the prescribed form shall not be considered.

## **2.12 Withdrawal, Substitution, and Modification of Bids**

- 2.12.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
- a. Submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
  - b. Received by the procuring entity prior to the deadline prescribed for submission of bids.
- 2.12.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.
- 2.12.3 No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bid.

## **2.13 Opening of Bids**

- 2.13.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who choose to be present.
- 2.13.2 The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.
- 2.13.3 The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- 2.13.4 The bids shall be opened by the bids opening committee in the presence of the Bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where ‘a’ denotes the serial number at which the bid envelop has been taken for opening and ‘n’ denotes the total number of bids received by specified time.
- 2.13.5 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall

also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.

2.13.6 Envelopes shall be opened one at a time and the following details shall be read out and recorded:-

- a. The name of the Bidder and whether there is a substitution or modification;
- b. The bid prices (per lot if applicable);
- c. The Bid Security, if required; and
- d. Any other details as the committee may consider appropriate.

2.13.7 After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bills of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ Corrections/ Additions/ over – writings shall be initialled legibly to make it clear that such alteration, etc, were existing in the bid at the time of opening.

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

## **2.14 Selection Method**

The selection method is Least Cost Based Selection (LCBS) as detailed below:

2.14.1 Single bid system, bid will be opened on scheduled time and date as per NIB. The contract will be award to technically compatible & most advantageous bidder of financial bid.

2.14.2 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.

2.14.3 In case two or more responsive Bidders have quoted the same Cost, which is also the lowest amount offered, then JMRC will resort to negotiation among the same Bidders (i.e. who have quoted the same Total Cost) and the Bidder for respective Bid whose offer is lowest, shall be declared as successful Bidder.

## **2.15 Clarification of Bids**

2.15.1 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.

2.15.2 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.

2.15.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

2.15.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

2.15.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

## **2.16 Evaluation & Tabulation of Bids**

### **2.16.1 Preliminary Examination of Bids**

2.16.1.1 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 signed, as per the requirements listed in the bidding document;
- b. Bid has been sealed as per instructions provided in the bidding document;
- c. Bid is valid for the period, specified in the bidding document;
- d. Bid is accompanied by bidding document fee, Bid Security.
- e. Bid is unconditional and the Bidder has agreed to give the required performance security; and
- f. Other conditions, as specified in the bidding document are fulfilled.
- g. Bid not accompanied by Bid cost, Bid security /EMD & Form I will be considered as non-responsive & will not be considered for evaluation.

### **2.16.1.2 Determination of Responsiveness**

- 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.
- 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.

- A material deviation, reservation, or omission is one that,
  - i. If accepted, shall:-
    - 1. Affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents;
    - OR
    - 2. Limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract;
    - OR
    - 3. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- 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.
- 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.

#### 2.16.1.3 Non-material Non-conformities in Bids

- 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.
- 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.
- 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.
- 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.
- 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;
- 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.

- The rates quoted by L1 Bidder shall be accepted as the Bid rates.
- In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

## **2.17 Correction of Arithmetic Errors in Financial Bids:**

2.17.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

2.17.1.1 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;

2.17.1.2 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 subject to clause (2.17.1.1) and above.

## **2.18 Negotiations**

2.18.1 Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.

2.18.2 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 registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.

2.18.4 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.

2.18.5 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.

2.18.6 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## **2.19 Acceptance of the successful Bid and Issuance of Purchase Order**

2.19.1 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.

2.19.2 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.

2.19.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

2.19.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

2.19.5 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.

2.19.6 Upon receipt of the 'LOA' the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory within 3 working days from the date of issue of LOA and submit the Performance Security Deposit within 07 days from the date of issue of LOA.

2.19.7 In case of non-acceptance of LOA submission of Performance Security by the successful bidder, even after 07 days of issue of LOA, JMRC shall cancel the LOA and may award the contract to the bidder next in the ranking, at its discretion.

## **2.20 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 RPPP Act and Rules.

## 2.21 Performance Security Deposit

- 2.21.1 Prior to execution of work order, Performance security shall be solicited from 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.
- 2.21.2 The amount of performance security shall be 10% of the amount of supply order in case of procurement of goods and services.
- 2.21.3 Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security.
  - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 2.21.4 Performance security furnished in the form specified in clause 2.22.3 [b] to [c] above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations.
- 2.21.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- a. When any terms and condition of the contract is breached.
  - b. When the Bidder fails to make complete supply satisfactorily.
  - c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.



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

2.21.7 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 Contract Period:**

3.1.2.1 Subject to the conditions of the contract, the work should be get completed within 03 weeks from the Date of P.O /LOA or earlier.

##### **3.1.3 Liquidated Damages (LD)**

3.1.3.1 If the work delays or not proper as specify in Scope of Work then a penalty of 2% per week of the total contract cost will be impose.

3.1.3.2 The maximum penalty shall be limited to 10% of the total contract value.

3.1.3.3 Delay of one day to Seven day, will be considered as one week.

##### **3.1.4 Termination**

3.1.4.1 Termination for Default

3.1.4.2 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 07 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.

OR

d. If the supplier/ Contractor commits breach of any condition of the contract.

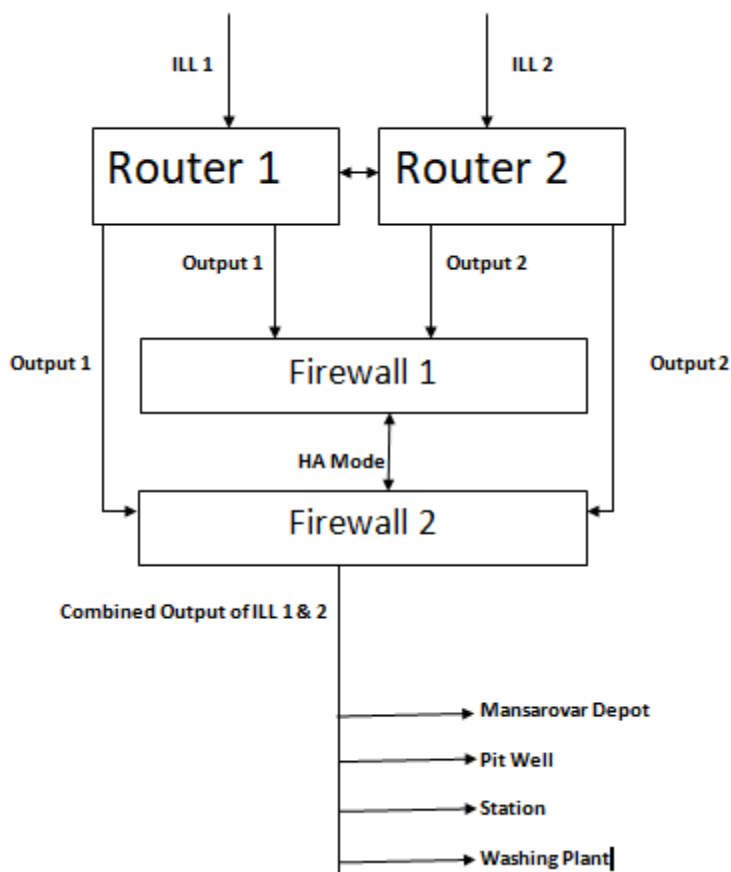
3.1.4.3 If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.

## 4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

### 4.1 Scope of Work

In JMRC there will be two lease lines of different bandwidth from different service provider. The successful bidder under the Scope of work of this RFP has to perform following.

- 4.1.1 The scope of work includes supply of two routers as per clause 5.1, installation and commissioning of both routers and their integration with two Lease lines & Firewalls.
- 4.1.2 Configure two separate routers for each of these lease lines as an input in a redundant mode. i.e. both router work in redundancy.
- 4.1.3 The output of these routers should feed to the existing Firewalls (Fortigate 100D) which are 2 in number configured in High Availability (HA) mode. There will be two outputs from each router (each terminating in one firewall).
- 4.1.4 The firewall shall be so configured as to manage the input coming from both the lease line and provided a different output for different bandwidth.
- 4.1.5 The different bandwidth output then shall be distributed to the various locations of Mansarovar Depot as per JMRC requirement.
- 4.1.6 The layout is summarized in the following figure.



## 4.2 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

## 4.3 Payment Terms and Schedule

4.3.1 Payment schedule: - Payments to the Contractor, after successful completion of the specified deliverables & related services as per PO, would be made as under: -

Milestones	Deliverables	Payment Schedule
items/ services	Delivery & Final acceptance letter from nominated officer of JMRC	100% of total value of actual items/services delivered/ and accepted (as per P.O.)

- 4.3.1 Due payments shall be made promptly by the purchaser after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- 4.3.2 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 4.3.3 All remittance charges will be borne by the supplier/ Contractor.
- 4.3.4 Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- 4.3.5 Advance Payment will not be made.

## 4.4 Warranty

Warranty term should be clearly indicated in the offer. Minimum warranty period for router to be supplied under this contract shall be 36 months from the date of supply & acceptance.

## 4.5 Other Special Terms

- 4.5.1 In case the Bidder fails to supply the final deliverables within stated timelines, the LD as per clause 3.1.7 “liquidated damage” would be applicable.
- 4.5.2 In case of any errors/ inaccuracies remain in supply and services even after the final approval of design from the purchaser then the Contractor has to take corrective actions on Bidders part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the LD as per clause 3.1.7 “liquidated damage” would be applicable.
- 4.5.3 There should be NBD (Next Business Day) TAC Support [\*8x5 means - Monday to Friday (5 Days) in between 9AM to 5 PM (8 Hrs), No holiday covered] from direct

OEM for any technical issue for all the supplied router under this RFP and the bidder shall submit the authorization letter from the OEM to this effect.

- 4.5.4 The router shall have 3 years warranty and NBD TAC support.
- 4.5.5 The JMRC will provide necessary power for the equipment to be deployed by the Service Provider. Service provider should have sufficient protection system for the devices deployed & JMRC shall have no responsibility for any damage to the equipment on account of voltage fluctuation etc.
- 4.5.6 All the products and their warranty certificates shall be issued in the name of Jaipur Metro Rail Corporation Ltd.
- 4.5.7 Training: Upon completion of the installation & commissioning, the Successful Bidder shall provide the training on the installed equipment to the engineers of JMRC for day to day working along with the training materials on the equipment installed in JMRC (atleast for one Day) .
- 4.5.8 Acceptance Testing:
  - a) To provide documentation and template for conducting UAT (User Acceptance test).
  - b) Tests to be performed cover physical & functional requirements of the equipment installed as minimum.
  - c) After installation of the equipment, representative JMRC and the Successful Bidder shall jointly perform the User acceptance testing.
  - d) The test reports and a detailed document having configuration details of Routers & Firewall shall be submitted to representative JMRC upon completion of the works.

## 5 TECHNICAL BID FORMATS AND DETAILS:

### 5.1 TECHNICAL SPECIFICATIONS

- 5.1.1 The router to be supplied under this Bid must be compatible with existing Firewall of make Fortigate 100D.
- 5.1.2 The router must have following specification as minimum.

Features	
Integrated WAN Ports	GE / SFP
	GE
	SFP

Performance	100 Mbps
	Upgradable to 300 Mbps
Management port	2 GE (Integrated out of Band)
Network Interface Modules (NIM)	2
USB Ports (type A)	1
Default/max Flash	4 GB / 16 GB
Default/max DRAM	4 GB / 16 GB
Power supply type	External: AC, PoE
Module online insertion and removal (OIR)	Yes
Zone-based firewall and NAT services	VRF-Aware Firewall and Network Address Translation (NAT)
Hardware VPN acceleration(DES, 3DES, AES)	Yes
IPSEC VPN services	FlexVPN, Easy VPN remote server, Enhanced Easy VPN, Dynamic Multipoint VPN (DMVPN)
	Group Encrypted Transport VPN (GET VPN), V3PN, MPLS VPN
SSL VPN	No
Routing and Multicast	
IPv4 routing protocols	RIP v1/v2, EIGRP, OSPF, BGP, PBR, PfR
Multicast routing protocols	PIM-SM, mroute (static route), and MLD
IPv6 routing protocols	EIGRP, RIP, OSPFv3, IS-IS,
	BGP and PBR
WAN Optimization	ISR-WAAS,
	vWAAS on UCS E-Series

## 5.2 Form A: Form of Bid

Note : i. The Appendix forms part of the Bid

ii. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work:\_\_\_\_\_

To

General Manager(S&T),

Jaipur Metro Rail Corporation Limited,

Room no.-314,3<sup>rd</sup> Floor, Admin Building Mansarovar metro train depot,

Bhriugu path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Agenda for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) for \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works of the within 01 weeks of issue of the purchase order.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract 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 .....

### 5.3 Form: B 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 \_\_\_\_\_ “RFP for procurement of Routers & Network Configuration.”

Bid No. F2(29)/JMRC/O&S/S&T/ROUTER/2018-19 (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 \_\_\_\_\_ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the warranty period).

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.

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) 2019 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 .....

#### 5.4 Form C: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

General Manager (S&T)  
Jaipur Metro Rail Corporation  
Room no. 322, 3<sup>rd</sup> 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:

## 5.5 Form D: Self-Declaration (to be filled by the Bidder)

To,

General Manager (S&T)

Jaipur Metro Rail Corporation

Room no. 322, 3<sup>rd</sup> floor Admin Building Mansarovar metro train depot,

Bhripath, Mansarovar, Jaipur – 302020

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

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

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

- J) 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.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

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

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

**5.6 Form E: Certificate Of Conformity/No Deviation (to be filled by the Bidder)**

To,

General Manager (S&T)  
Jaipur Metro Rail Corporation  
Mansarovar Metro Train Depot,  
Bhrigu Path, Mansarovar, Jaipur – 302020

**CERTIFICATE**

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the 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: \_\_\_\_\_

## 5.7 Form- F, 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.

## 5.8 Form-:F, Annexure-:B Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

In relation to my/our Bid submitted to..... for procurement..... 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:

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:

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



**5.10 Form: G [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

## 5.11 Form: H- BILL OF QUANTITIES (BOQ)

### FINANCIAL BID FORM

**Bidder Name:**

S. No	Description	Quantity (A)	Unit	Rate(Rs)/unit (B)	Amount(Rs.) (C= A*B)	GST Amount (Rs.) As applicable (D) -----%GST	Total Amount(Rs.) (E=C+D)
1.	Supply, installation and commissioning of routers and their integration with two existing Lease lines & existing Firewalls of make Fortigate 100D	02	Nos.				
<b>Make:-</b>						<b>Gross Amount(Rs.)</b>	
<b>Gross Amount in words:-</b>							

**Note:**

- (1) Rate quoted must be for Mansarovar Depot including transportation, packing and all taxes excluding GST which is being considered in BOQ separately. However rate of GST shall be as applicable on the date of supply of material to JMRC.
- (2) Minimum warranty period for router to be supplied under this contract shall be 36 months from the date of supply & acceptance.
- (3) No other charges shall be payable except value at Column [E].
- (4) Anything that would be required to complete the above scope of work and proper functioning of routers will be borne by the successful bidder.
- (5) The criteria of evaluation shall be overall quoted lowest rate (L1) in this BOQ at column [E].

**Signature of firm's representative**

**(With seal of firm)**