

Tender No: JMRC/O&S/DCOS/RS/F.(13)



BID DOCUMENT

**TENDER FOR “PROCUREMENT OF LCD PROJECTOR AND
OTHER ACCESSORIES**

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems

Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020

Website: www.jaipurmetrorail.in

Email: gmrs.jmrc@gmail.com

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NOTICE INVITING TENDERS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed **Limited tenders (single stage one envelope selection)** for **“Procurement of LCD Projector and other Accessories”**

KEY DETAILS:

a)	Designation and address of the authority inviting tender	General Manager (Rolling Stock), JMRC , Jaipur
b)	NIB/Tender No	JMRC/O&S/DCOS/RS/F.(13) Dated: 13 April 2016
c)	Name of Work	PROCUREMENT OF LCD PROJECTOR AND OTHER ACCESSORIES
d)	Estimated Cost	Rs. 118828/-
e)	Performance Security	As per para 1.24 of tender documents.
f)	Name of website (s) for down loading of Bid document and clarification (s) / Modification (s), if any	www.jaipurmetrorail.in www.sppp.rajasthan.gov.in
g)	Tender Download Start Date / Time	1700 hrs on 13 th April 2016
h)	Date and Place of Pre Bid Conference	1100 hrs on 21 th April 2016 Conference Room, Metro Train Depot, Near Ganga Jamuna Patrol Pump, Bhriugu Path , Mansarovar, Jaipur – 302 020 Tel. No. 0141- 5153712.
i)	Last date for receiving queries/ clarifications	Up to 1700 hrs on 21 th April 2016
j)	uploading of reply to queries/ clarifications	Upto 1700 hrs on 25 th April 2016
k)	Tender Submission start date	0900 hrs on 26 th April 2016
l)	Last Date for depositing of Tender	1500 hrs on 5 th May 2016
m)	Time and Date of opening of Tender	1530 hrs on 5 th May 2016
n)	Venue of Submission and Opening of Tender	O/o GM (Rolling Stock), JMRC,Room no. 208, 2 nd Floor, Admin Building Mansarovar metro train depot, Bhriugu path,Mansarovar Jaipur
o)	Validity of Tender	120 days from the last date of submission of tender.
p)	Delivery of items	Within 4 weeks from the date of issue of “Purchase Order”.
q)	Technical Capability: a) Tenderer should have valid VAT registration or service tax registration certificate issued by competent authority in the state of their operation. b) Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI c) Bidder should be authorized dealer, manufacturer, authorized service centres, bona-fide dealers or service providers. d) Acceptable make:-Sony, Epson, Casio, Canon, Panasonic,Sharp and Toshiba.	

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 General Manager, (ROLLING STOCK).

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD,
Room no. 208 , 2nd Floor, Admin Building, Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur – 302019
Tel: +91-141-5153709, +91-77288-95409,
Email: gmrs.jmrc@gmail.com

NOTE: If any query about tender please contact to Manager/Dcos, Mob No.-+91-7728895810/landline no. 0141-5153780

1.1 Pre-bid Meeting/ Clarifications

- 1.1.1.1 Any prospective Tenderer may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- 1.1.1.2 A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential Tenderers in respect of the procurement and the records of such conference shall be intimated to all Tenderers and where applicable, shall be published on the respective websites.
- 1.1.1.3 The period within the Tenderers may seek clarifications and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the Tenderer: as per NIB
 - b. Response to clarifications by procuring entity: as per NIB
- 1.1.1.4 The minutes and response, if any, shall be provided promptly to all Tenderers to which the procuring entity provided the bidding documents, so as to enable those Tenderers to take minutes into account in preparing their bids, and shall be published on the respective websites.

1.2 Changes in the Bidding Document

- 1.2.1.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Tenderer, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 1.2.1.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 1.2.1.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the Tenderers sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- 1.2.1.4 Any Tenderer, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
- 1.2.1.5 Provided that the Bid last submitted or the Bid as modified by the Tenderer shall be considered for evaluation.

1.3 Period of Validity of Bids

- 1.3.1.1 Bids submitted by the Tenderers 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.

1.4 Format and Signing of Bids

- 1.4.1.1 The Tenderer shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 1.4.1.2 The bid shall be typed or written in ink and it's all the pages shall be signed by the Tenderer or a person duly authorised to sign on behalf of the Tenderer, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per "Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid.
- 1.4.1.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

1.5 Sealing and Marking of Bids

- 1.5.1.1 Tenderers may submit their bids by post or by hand delivery in one large single envelope. However, the bid received through post submission in time shall be responsibility of tenderer, if bid is not received in time JMRC will not responsible.
- 1.5.1.2 The envelopes shall: -
- a. bear the name and complete address along with telephone/ mobile number of Tenderer;
 - b. bear complete address of the procuring entity with telephone number, if any;
 - c. bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and
 - d. bear a warning not to be opened before the time and date for bid opening, in accordance with the NIB.
- 1.5.1.3 If envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- 1.5.1.4 A **single-stage one envelope** selection procedure shall be adopted.

Each page of tender documents should be signed with stamped by the Tenderer in acceptance of the terms and conditions of tender, along with all the required documents, comprising the following:

All applicable Annexures/Performas shall be duly filled by the contractor as below:

S. No.	Documents Type	Document
1	Form of Tender	As per Form A
2	Performance Security	REFER FORM B IN CASE FD IN FORM OF BANK GUARANTEE
3	Form of Agreement	As per Form C
4	Pre-Bid Queries Format	As per Form D
5	Tenderer's Authorisation Certificate	As per Form E
6	Self-Declaration	As per Form F
7	Conformity/No Deviation	As per Form G
8	Memorandum of Appeal	As per Form H
9	General Information & Joint Venture Data	As per Form T-1
10	Check list	As per Form T-2

The rate of projector and other accessories should be filled by bidder in **Bill of Quantities(BOQ)** is enclosed in para 3.13.

1.6 Cost & Language of Bidding

- 1.6.1.1 The Tenderer 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.
- 1.6.1.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Tenderer 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.

1.7 Alternative/ Multiple Bids

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

1.8 Deadline for the submission of Bids

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

- 1.8.1.2 Normally, the date of submission and opening of bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective Tenderers for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the Tenderers for preparation and submission of their bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.

1.9 Late Bids

- 1.9.1.1 The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- 1.9.1.2 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 Tenderer.

1.10 Receipt and Custody of Bids

- 1.10.1.1 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.
- 1.10.1.2 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.
- 1.10.1.3 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.
- 1.10.1.4 The received bids shall be kept in safe custody in lock and key by the person authorized to receive the bids.
- 1.10.1.5 The location of bid box shall be such as to facilitate easy access to Tenderers.
- 1.10.1.6 Bids received by the authorised person on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.
- 1.10.1.7 The record of bids received late through post shall be entered in bids receipt register after closing the register as per above.

- 1.10.1.8 Bids received by telegram or given on form other than the prescribed form shall not be considered.

1.11 Withdrawal, Substitution, and Modification of Bids

- 1.11.1.1 A Tenderer 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: -
- Submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
 - Received by the procuring entity prior to the deadline prescribed for submission of bids.
- 1.11.1.2 Bids requested to be withdrawn shall be returned unopened to the Tenderers.
- 1.11.1.3 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

1.12 Opening of Bids

- 1.12.1.1 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 Tenderers or their authorised representatives, who choose to be present.
- 1.12.1.2 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.
- 1.12.1.3 The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- 1.12.1.4 The bids shall be opened by the bids opening committee in the presence of the Tenderers or their authorised 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.
- 1.12.1.5 The bid opening committee shall prepare a list of the Tenderers 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 Tenderers' 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.
- 1.12.1.6 All envelopes shall be opened one at a time and the following details shall be read out and recorded: -

- a. the name of the Tenderer and whether there is a substitution or modification;
- b. Any other details as the committee may consider appropriate.

1.12.1.7 After all the bids have been opened, they shall be initialed and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialed 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 initialed legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

1.12.1.8 No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted).

1.13 Selection Method

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

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

1.13.1.1.2 Tenderer shall quote price for each job types and job sub-types.

1.13.1.1.3 The ranking of L1, L2, L3 etc, will be done on basis of Total Cost, with L1 being the tenderer whose Total Cost is the lowest, L2 being the second lowest and so on.

1.13.1.2 The purchase Order shall be given to only One Tenderer.

1.14 Clarification of Bids

1.14.1.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Tenderer for a clarification regarding its Bid. The committee's request for clarification and the response of the Tenderer shall be in writing.

1.14.1.2 Any clarification submitted by a Tenderer with regard to its Bid that is not in response to a request by the committee shall not be considered.

1.14.1.3 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.

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

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

1.15 Evaluation & Tabulation of Bids

1.15.1.1 Preliminary Examination of Bids

1.15.1.1.1 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 unconditional and the Tenderer has agreed to give the required performance security; and
- e. Other conditions, as specified in the bidding document are fulfilled.

1.15.1.2 Determination of Responsiveness

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

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

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

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

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

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

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

1.15.1.3 Non-material Non-conformities in Bids

- 1.15.1.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- 1.15.1.3.2 The bid evaluation committee may request the Tenderer to submit the necessary information or document like VAT/ CST clearance certificate, etc. within a reasonable period of time. Failure of the Tenderer to comply with the request may result in the rejection of its Bid.
- 1.15.1.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Tenderer under above.

1.15.1.4 Evaluation Criteria:-

- 1.15.1.4.1 Bids shall be evaluated based on the documents submitted as a part of bid. Tenderers are expected to quote for all the items. Similarly, in case the proposal of a Tenderer is non-responsive for any item, the Tenderer shall be summarily rejected.
- 1.15.1.4.2 The evaluation shall include all costs and all taxes and duties applicable to the Tenderer as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- 1.15.1.4.3 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.
- 1.15.1.4.4 The rates quoted by L1 Tenderer shall be accepted as the tender rates ,if fulfill technical specifications as per para 3.2.1
- 1.15.1.4.5 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.
- 1.15.1.4.6 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

1.16 Correction of Arithmetic Errors in Financial Bids:

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

- 1.16.1.4 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 (1.18.1.2) and (1.18.1.3) above.

1.17 Comparison of rates of firms outside and those in Rajasthan:

- 1.17.1.1 While tabulating the financial bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

1.18 Price/ purchase preference in evaluation:

- 1.18.1.1 Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

1.19 Negotiations

- 1.19.1.1 Negotiations may, however, be undertaken with the lowest Tenderer 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.
- 1.19.1.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 1.19.1.3 The lowest Tenderer shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Tenderer has received the intimation and consented to regarding holding of negotiations.
- 1.19.1.4 Negotiations shall not make the original offer made by the Tenderer inoperative. The bid evaluation committee shall have option to consider the original offer in case the Tenderer decides to increase rates originally quoted or imposes any new terms or conditions.
- 1.19.1.5 In case of non-satisfactory achievement of rates from lowest Tenderer, the bid evaluation committee may choose to make a written counter offer to the lowest Tenderer 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 Tenderer, then to the third lowest or most advantageous Tenderer and so on in the order of their initial standing and work/ supply order be awarded to the Tenderer who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 1.19.1.6 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

1.20 Exclusion of Bids/ Disqualification

- 1.20.1.1 A procuring entity shall exclude/ disqualify a Bid, if: -

- a. the information submitted, concerning the qualifications of the Tenderer, was false or constituted a misrepresentation; or
- b. the information submitted, concerning the qualifications of the Tenderer, was materially inaccurate or incomplete; and
- c. the Tenderer is not qualified as per pre-qualification/eligibility criteria mentioned in the bidding document;
- d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
- e. the Tenderer, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
- f. a Tenderer, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

1.20.1.2 A Bid shall be excluded/disqualified as soon as the cause for its exclusion/ disqualification is discovered.

1.20.1.3 Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

- a. communicated to the concerned Tenderer in writing;
- b. published on the State Public Procurement Portal, if applicable.

1.21 Acceptance of the successful Bid and Issuance of Purchase Order

1.21.1.1 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.

1.21.1.2 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.

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

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

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

1.22.1.1 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 Tenderers.

1.23 Right to Vary Quantity

- 1.23.1.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Tenderer shall not be entitled for any claim or compensation.
- 1.23.1.2 Orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased.

1.24 Performance Security Deposit

- 1.24.1.1 Prior to execution of work order, Performance security shall be solicited from all successful Tenderer 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.
- 1.24.1.2 The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan It shall be 1% percent of the of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- 1.24.1.3 Performance security shall be furnished in any one of the following forms **in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.**
- a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. 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 performance Security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Tenderer and discharged by the Tenderer in advance. The procuring entity shall ensure before accepting the FDR that the Tenderer 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 Tenderer concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 1.24.1.4 Performance security furnished in the form specified in clause 1.24.1.3 [a.] to [d.] above shall remain valid for a period of 60 days beyond the date of completion of all contractual

obligations of the Tenderer, including warranty obligations and maintenance and defect liability period.

1.24.1.5 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 Tenderer fails to make complete supply satisfactorily.
- c. if the Tenderer breaches any provision of code of integrity, prescribed for Tenderers, specified in the bidding document.

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

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

2 GENERAL CONDITIONS OF CONTRACT

Tenderers should read these conditions carefully and comply strictly while sending their bids.

2.1 Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected Tenderer as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected Tenderer to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected Tenderer in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected Tenderer is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and providing warranty and other similar obligations of the successful/ selected Tenderer under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods

to be supplied or execution of any part of the related services is subcontracted by the successful/ selected Tenderer.

- k) "Supplier/ Successful or Selected Tenderer" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected Tenderer.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The Tenderer shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the Tenderer has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

2.2 Terms & Conditions

2.2.1 Contract Documents:

- 2.2.1.1 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.

2.2.2 Scope of Supply

- 2.2.2.1 Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the purchase order.

2.2.3 Delivery

- 2.2.3.1 Subject to the conditions of the contract, the goods should be delivered within 4 weeks from the Date of P.O or earlier.
- 2.2.3.2 If national holiday is being declared on tender due date then tender will be opened on next suitable working day.
- 2.2.3.3 The above material shall be delivered at Custody Store, Train maintenance Depot Mansarovar, Near -Ganga Jamuna Petrol Pump, Mansarovar –Jaipur-302020.
- 2.2.3.4 The Contractor shall arrange supplies within the stipulated time period.
- 2.2.3.5 Tenderers shall be asked to supply the items as per specification within the specified delivery/ completion period at designated places within Jaipur and across the State of Rajasthan and the details of supply/ shipping and exact locations where the items need to be supplied shall be specified in the purchase order and/ or contract.
- 2.2.3.6 The Supplier/ Selected Tenderer shall arrange to supply, install and commission the ordered materials/ system as per specifications in tender document.

2.2.4 Recoveries from Supplier/ Contractor

- 2.2.4.1 Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- 2.2.4.2 The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the department.
- 2.2.4.3 The balance, if any, shall be demanded from the Supplier/ Contractor and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

2.2.5 Specifications and Standards

- 2.2.5.1 All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ Contractor.
- 2.2.5.2 Technical Specifications and Drawings
 - a. The Supplier/ Contractor shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - b. The Supplier/ Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c. The goods and related services supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 2.2.5.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

2.2.6 Inspection

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

2.2.7 Rejection

- 2.2.7.1 Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Contractor at his own cost within the time fixed by the Purchase Officer.
- 2.2.7.2 If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Contractor of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- 2.2.7.3 The rejected articles shall be removed by the supplier/ Tenderer/ Contractor within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.

2.2.8 Payments

- 2.2.8.1 Advance Payment will not be made.
- 2.2.8.2 Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the Tenderer to the Purchase Officer in accordance with contract all remittance charges will be borne by the Tenderer.
- 2.2.8.3 In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- 2.2.8.4 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.

2.2.9 Liquidated Damages (LD)

- 2.2.9.1 In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the Tenderer has failed to supply/ install/ complete:-
- delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- 2.2.9.2 Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 2.2.9.3 The maximum amount of liquidated damages shall be 10% of the contract value.
- 2.2.9.4 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

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

2.2.10 Termination

2.2.10.1 Termination for Default

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

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

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

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

3 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

3.1.1 Tenderers to Bid for all Items

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

3.1.2 Payment Terms and Schedule

- 3.1.2.1 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 work order)

- 3.1.2.2 Due payments shall be made promptly by the purchaser, generally within forty five (45) days after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- 3.1.2.3 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 3.1.2.4 All remittance charges will be borne by the supplier/ Contractor.
- 3.1.2.5 In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 3.1.2.6 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.
- 3.1.2.7 Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this work order, will be deducted from the payments for the respective milestones.
- 3.1.2.8 Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

3.1.3 Warranty

- 3.1.3.1 Warranty term should be clearly indicated in the offer. Minimum warranty period is required 12 months from the date of supply.

3.1.4 Other Special Terms

- 3.1.4.1 In case the Tenderer fails to supply the final deliverables within stated timelines, the LD as per clause "liquidated damage" would be applicable.
- 3.1.4.2 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 Tenderer's part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the LD as per clause „liquidated damage“ would be applicable.
- 3.1.4.3 In case of short supply / service penalty of 10 % of the total purchase order Value would be deducted and shall be adjusted against the payable payment, if any.
- 3.1.4.4 The items used by supplier should be of good quality and fitted properly.

TECHNICAL BID FORMATS AND DETAILS:

3.2 TECHNICAL SPECIFICATIONS and STANDARDS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weight age shall be awarded for such deviations.

3.2.1 SPECIFICATION OF PROJECTOR AND ACCESSORIES

1. Projector		
a)	Power Supply	210-240 V AC,50/60 Hz
b)	i) Display System	Transparent LCD Panel
	ii) Aspect ratio	4:3
c)	Lens	Manual zoom
d)	Lamp Life	Minimum 3000 hours
e)	Projection Size	Min. range 30-300 inches
f)	Brightness	Minimum. 3200 Lumens
g)	Contrast Ratio	Minimum. 1800:1 (full on/full off)
h)	Resolution (RGB)	Min. 1,024 x 768 XGA (Input signals that exceed this resolution should be converted to 1024X768 pixels)
i)	On-screen Menu	English
j)	Built-in Speaker	Minimum 15 Watt
k)	Operating Environment	Temperature: 0°-40°C (32°-104°F), Humidity: 20%-80% (no condensation)
l)	Terminals	i)Computer (RGB) 1 IN
		ii) COMPUTER IN 2/MONITOR OUT
		iii) VIDEO IN AND S-VIDEO PIN TERMINAL
		iv) AUDIO IN AND AUDIO OUT TERMINAL
		v) USB PORT- TYPE A AND TYPE B
		vi) HDMI (INPUT)
		vii) COMPUTER IN (RGB) ½ AUDIO OUT
		viii) WIRED LAN TERMINAL
m)	Projection output	Full HD
n)	Wireless connectivity	Projector operate with Wi-Fi
o)	Remote control	Projector operate with wireless control
2. Wall Hanging Screen		
a)	Screen	Screen size 4'X6' with Auto-locking system providing variable height setting
3. Ceiling Mounting Kit/Bracket		
a)	Kit/Bracket	Height adjustable up to 3 feet

3.3 FORM A: FORM OF TENDER

Note : i. The Appendix forms part of the Tender

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

Name of Work: _____

To

General Manager (Rolling Stock),
Jaipur Metro Rail Corporation Limited,
2nd Floor, Admin Building Mansarovar metro train depot,
Bhrigu 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 Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____ (Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works of the within 4 weeks of issue of the purchase order.
4. If our Tender 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 Tender for a minimum period of 120 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 Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender 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 tender price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender 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 tender you may receive.
11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2016

Signature

Name..... in the capacity of

Duly authorised to sign Tenders for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

3.4 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 _____
PROCUREMENT OF LCD PROJECTOR AND OTHER ACCESSORIES Tender
No.JMRC/O&S/DCOS/RS/F.(13) (hereinafter called "the contract") to M/s _____ (Name of the
Contractor) _____ (hereinafter 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 authorised 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 Defect Liability 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) 2016 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

3.5 FORM C FORM OF AGREEMENT

This Agreement is made on the _____ day of _____ 2016 Between GENERAL MANAGER (ROLLING STOCK),JAIPUR METRO RAIL CORPORATION LTD, Mansarovar metro train depot, Bhri gu path, Mansarovar Jaipur – 302020 herein after called “the Employer” of the one part and _____ (Name and Address of Contractor) hereinafter called “the Contractor” of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. “JMRC/O&S/DCOS/RS/F.(13)” TENDER FOR PROCUREMENT OF LCD PROJECTOR AND OTHER ACCESSORIES hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Purchase Order
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Technical Specification
- (e) Notice Inviting Tender
- (f) Bill of Quantities
- (g) Form of Tender with Appendix
- (h) Addendums, if any
- (i) Other conditions agreed to and documented as listed below:
 - 1. Statement of deviations (if applicable)
 - 2. Any other item as applicable

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully

indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

Name: _____

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

Note :

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

3.6 FORM D: PRE-BID QUERIES FORMAT {to be filled by the Tenderer}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

F Name of Person	Designation	Email-ID (s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person (s)	Address Correspondence	for Email-ID (s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S. No.	TENDER Page No.	TENDER No.	Rule Rule Details	Query/Suggestion Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.

3.7 FORM E: TENDERER'S AUTHORIZATION CERTIFICATE {to be filled by the Tenderer}

To,

GM (Rolling Stock)
Jaipur Metro Rail Corporation
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 Tenderer: -Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

3.8 FORM F: SELF-DECLARATION {to be filled by the Tenderer}

To,

GM (Rolling Stock)
Jaipur Metro Rail Corporation
Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020

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

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

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

Thanking you,

Name of the Tenderer: -

Authorised Signatory: - Seal of the Organization: -

Date: _____

Place: _____

3.9 FORM G: CERTIFICATE OF CONFORMITY/NO DEVIATION {to be filled by the Tenderer}

To,

GM (Rolling Stock)
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 Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking you,

Name of the Tenderer: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

4.10 GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is Dir (O& S)
JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is MD, JAIPUR METRO RAIL CORPORATION, JAIPUR.

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

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

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

- (4) Appeal not to Be in certain cases

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

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

- (5) Form of Appeal

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

- (6) Fee for filing appeal

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

- (7) Procedure for disposal of appeal

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- i. Hear all the parties to appeal present before him; and
- ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

4.10.1 FORM H: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant:
 - b. Official address, if any:
 - c. Residential address:
2. Name and address of the respondent(s):
 - a.
 - b.
 - c.
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

3.11 FORM T-1 GENERAL INFORMATION AND JOINT VENTURE DATA

Notes :

- I. Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.
- II. In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.

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

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

2 Particulars of the Authorised Signatory of the Applicant:

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

3 PAN Number (attach photocopy):

4 VAT registration number (enclose VAT registration certificate):

5 Bank Account Details (for purpose of receiving payment from JMRC) :

- a. Name of the Account Holder:
- b. Name of the Bank:
- c. Branch Address:
- d. 9-digit MICR Code:
- e. Account type (SB, Current, Cash Credit A/c, etc.):

6 In the case of a consortium:

- a. Names of participating members / constituents
 - (a)
 - (b)
 - (c)
- b. Address, telephone, Tele-fax and email of each members / constituent.

Registered Office Office for correspondence

(a) _____

(b) _____

(c) _____

- c. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).
- d. Date and place of joint Venture/ Consortium Agreement.
- e. Names and Addresses of Bankers to the Joint Venture/ Consortium
- f. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.
- g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

3.12 FORM T-2 CHECKLIST

1. Projector			Compiled YES/NO
a)	Power Supply	210-240 V AC,50/60 Hz	
b)	i) Display System	Transparent LCD Panel	
	ii) Aspect ratio	4:3	
c)	Lens	Manual zoom	
d)	Lamp Life	Minimum 3000 hours	
e)	Projection Size	Min. range 30-300 inches	
f)	Brightness	Minimum. 3200 Lumens	
g)	Contrast Ratio	Minimum. 1800:1 (full on/full off)	
h)	Resolution (RGB)	Min. 1,024 x 768 XGA (Input signals that exceed this resolution should be converted to 1024X768 pixels)	
i)	On-screen Menu	English	
j)	Built-in Speaker	Minimum 15W	
k)	Operating Environment	Temperature: 0°-40°C (32°-104°F), Humidity: 20%-80% (no condensation)	
l)	Terminals	i)Computer (RGB) 1 IN	
		ii) COMPUTER IN 2/MONITOR OUT	
		iii) VIDEO IN AND S-VIDEO PIN TERMINAL	
		iv) AUDIO IN AND AUDIO OUT TERMINAL	
		v) USB PORT- TYPE A AND TYPE B	
		vi) HDMI (INPUT)	
		vii) COMPUTER IN (RGB) ½ AUDIO OUT	
		viii) WIRED LAN TERMINAL	
m)	Projection output	Full HD	
n)	Wireless connectivity	Projector operate with Wi-Fi	
o)	Remote control	Projector operate with wireless remote control	
2. Wall Hanging Screen			
a)	Screen	Screen size 4'X6' with Auto-locking system providing variable height setting	
3. Ceiling Mounting Kit/Bracket			
a)	Kit/Bracket	Height adjustable up to 3 feet	

Signature of firm's representative
(With seal of firm)

3.13 BILL OF QUANTITIES (BOQ)**FINANCIAL BID FORM****Tenderer Name:** PROCUREMENT OF LCD PROJECTOR AND OTHER ACCESSORIES

S. No	Description of Item	Quantity (A)	Unit	Rate(Rs)/unit (B)	Amount(Rs.) (C= A*B)	TAX/VAT (D)	Total Amount(Rs.) (E=C+D)
1.	LCD Projector as per specification	01	No.				
2.	USB Wireless LAN Module	01	No.				
3.	Ceiling mounting kit as per specification including installation and commissioning	01	No.				
4.	VGA Cable	15	Meter				
5.	HDMI Cable	15	Meter				
6.	Power Cable	15	Meter				
7.	Wall hanging screen size 4'x6' as per specification	01	No.				
Gross Amount(Rs.)							
Gross Amount in words:-							

Note:

- (1) If Item under sr. no. 02 is inbuilt with projector then this item is not required.
- (2) Item sr. no. 01 & 02 quoted by firm define with make & modal no., multi make & modal no. Cannot be accept and offer will be summarily rejected.
- (3) Minimum warranty period is required 12 months from the date of supply.
- (4) Wireless remote control also supplied with projector.

Signature of firm's representative
(With seal of firm)