

Bid No: JMRC/O&S/RS/2018-19/NIB/010



**JAIPUR METRO**

**JAIPUR METRO RAIL CORPORATION LTD.**

Directorate of Operations & Systems

Mansarovar metro train depot,

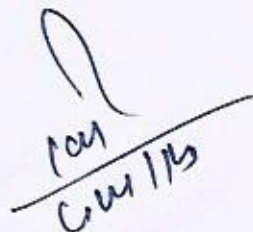
Bhriku path, Mansarovar Jaipur – 302020

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

Email: [gmrs@jaipurmetrorail.in](mailto:gmrs@jaipurmetrorail.in)

**RATE CONTRACT FOR PROCUREMENT OF R22 GAS**

**BID DOCUMENT**

  
10/11/19  
G.M. / 1/19

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10/11/19  
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**NOTICE INVITING BID**

Bid No: JMRC/O&amp;S/RS/2018-19/NIB/010

Date:-04.12.2018

Jaipur Metro Rail Corporation (JMRC) Ltd. Invites bids by (A single-stage single envelope method) open bidding process for "PROCUREMENT OF R22 GAS"

**KEY DETAILS**

a)	Designation and address of inviting authority	General Manager(Rolling Stock),JMRC JAIPUR
b)	UBN No.	
c)	NIB/Bid No	JMRC/O&S/RS/2018-19/NIB/010
d)	Name of Work	RATE CONTRACT FOR "PROCUREMENT OF R22 GAS "
e)	Duration of Work	One years from the from the day of issue of Letter of Acceptance
f)	Cost of Bid Form	Rs. 118/- including 18% GST, Cost of Bid Form is not refundable(Refer clause 1.3.1)
g)	Approximate Estimated Cost of Work ( Including GST )	Rs. 1,61,070/-
h)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 3,222/- (2 % of the Estimated Cost) 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 1.3.1)
i)	Performance security	5% of 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 1.6)
j)	Bid Document Availability Period	From 09.00 Hrs of 18.12.2018 to 17.00 hrs of 15.01.2019
k)	Date and Time of Pre Bid Conference	11. 00 Hrs on 26.12.2018
l)	Venue of Pre Bid Conference	D10,Conference Room, Metro Train Depot, Mansarovar, Jaipur – 302020
m)	Last date for receiving queries/ clarifications	Up to 1700 hrs on 26.12.2018
n)	uploading of reply to queries/clarifications	Upto 1700 hrs on 29.12.2018
o)	Submission start date	10 :00 hrs on 02.01.2019
p)	Last Date for submission of Bid	11:00 Hrs. dated 16/01/2019
q)	Time & Date of Opening of Bid	11:30 Hrs. dated 16/01/2019
r)	Venue of submission & opening of Bid	Room No.S09, Manager(RS-WS), DCOS building, Mansarovar Metro Train Depot, Near Ganga Jamuna Petrol Pump, Bhirgu path Mansarovar, Jaipur 302020, Cont.No.7728895810

Signature of Authorized Signatory of Tender

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*(Handwritten signature)*  
 12/12/18



		Email: <a href="mailto:mgrrs2@jaipurmetrorail.in">mgrrs2@jaipurmetrorail.in</a>
s)	Validity of Bid	90 days from the last date of submission of Bid.
t)	Eligibility Conditions	
	a) Bidder should have valid GST registration certificate issued by competent authority.	
	b) Bidder should have valid PAN card.	
u)	The complete bid document can be downloaded on Corporation's website <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="http://www.sppp.raj.nic.in">www.sppp.raj.nic.in</a> .	

**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(RS)

General Manager (Rolling Stock)  
 JAIPUR METRO RAIL CORPORATION LTD,  
 Train Maintenance Depot,  
 Near Ganga Jamuna Petrol Pump,  
 Bhriugu path, Mansarovar, Jaipur – 302020  
 Tel: +91-77288-95409  
 Email: [gmrs@jaipurmetrorail.in](mailto:gmrs@jaipurmetrorail.in)

NOTE: If any query about tender please contact to Manager (RS), Mob No.-+91-7728895810/landline no. 0141-2822100.

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**1 INSTRUCTIONS TO BIDDER****1.1 GENERAL**

1.1.1.1 Sealed Bid is invited for the Bid No. JMRC/O&S/RS/2018-19/NIB/010 towards "RATE CONTRACT FOR PROCUREMENT OF R22 GAS" by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Bid Package. The Bid consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

- (i) Notice Inviting Bid
- (ii) Instructions To Bidder (ITT)
- (iii) Special Conditions of Contract (SCC) and Scope of Work
- (iv) Formats forming part of technical bid
- (v) Financial Bid - Bill of Quantities

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

**1.2 BID DOCUMENTS****1.2.1 CONTENTS OF BID DOCUMENTS**

1.2.1.1 The Bidder is expected to examine carefully all the contents of the Bid documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids, which are not responsive to the requirements of the Bid documents, will be rejected.

**1.3 SUBMISSION OF BIDS****1.3.1 COST OF BID DOCUMENT/EMD AMOUNT**

1.3.1.1 The BID should be submitted in the prescribed Bid document, which may be purchased for Rs.118/- (including 18%GST), by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The complete bid document can also 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 downloaded 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. The cost of the Bid document is non-refundable.

1.3.1.2 EMD can be deposited in the form of Demand Draft/ Bankers Cheque of amount defined in NIB key details "clause-h" drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.

1.3.1.3 Bid security shall be 2% of the estimated value of subject matter of procurement. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for

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supply and in case of sick 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. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013. Proof of such exemption has to be submitted with the bid document.

- 1.3.1.4 The Bid Security of unsuccessful Tenderers shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 1.3.1.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- when the bidder withdraws or modifies its bid after opening of bids;
  - when the Tenderer fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - when the Tenderer does not deposit the performance security within specified period after the supply/ work order is placed; and
  - If the Tenderer breaches any provision of code of integrity, prescribed for Tenderers, specified in the bidding document.
- 1.3.1.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 1.3.1.7 No interest shall be payable on the Bid Security (EMD).
- 1.3.1.8 In case of the successful Tenderer, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Tenderer furnishes the full amount of performance security.
- 1.3.1.9 The procuring entity shall promptly return the Bid Security of the successful Tenderer after the earliest of the following events, namely:-
- the expiry of validity of Bid Security;
  - Issue of LOA for procurement and performance security is furnished by the successful Tenderer;
  - the cancellation of the procurement process; or
  - The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

1.3.2 **SEALING AND MARKING OF BIDS**

- 1.3.2.1 Bids will have to be signed and submitted in a sealed envelope clearly marked as "RATE CONTRACT FOR PROCUREMENT OF R22 GAS", NIB NO \_\_\_\_\_ JMRC/O&S/RS/2018-19/NIB/010\_\_\_\_\_, DATE OF OPENING \_\_\_\_\_ & TIME \_\_\_\_\_, UBN NO \_\_\_\_\_.

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### 1.3.3 EVALUATION OF BID

- 1.3.3.1 The Employer will carry out technical cum financial evaluation of submitted proposals to determine that the Bidder has a full comprehension of the work of the contract. Where a Bidder's technical submittal has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected.
- 1.3.3.2 For price evaluation of bid, the Total Overall Cost as quoted for "Rate contract for procurement of R22 gas" will be considered. Bidder must have to 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. \*
- 1.3.3.3 All offers shall be evaluated and marked L1, L2, L3 etc., L1 being the offer which is the overall least expensive offer.

### 1.3.4 NEGOTIATIONS

- 1.3.4.1 Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself
- 1.3.4.2 Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
- 1.3.4.3 (a) when ring prices have been quoted by the bidders for the subject matter of procurement; or
- 1.3.4.4 (b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- 1.3.4.5 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 1.3.4.6 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (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
- 1.3.4.7 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.
- 1.3.4.8 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the

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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 soon in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.

- 1.3.4.9 In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

#### 1.3.5 CORRECTION OF ERRORS

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

- 1.3.5.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected and the Bid security forfeited.

#### 1.4 AWARD OF CONTRACT

##### 1.4.1 AWARD CRITERIA

- 1.4.1.1 Employer will award, the Contract to the Bidder, whose Bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the Bid documents.

- 1.4.1.2 The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within seven days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidder.

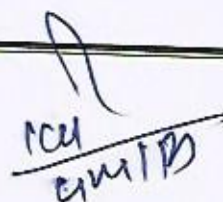
#### 1.5 SIGNING OF AGREEMENT

- 1.5.1 The Employer shall prepare the Agreement on non-judicial stamp as per stamp act, in the Performa (Form D clause 3.4) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

- 1.5.2 Prior to signing of the Contract Agreement, the successful tenderer shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:

- a. Performance Security (Performance Guarantee)
- b. Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating (if applicable):
  - i. Percentage Participation of each member/partner.
  - ii. Joint and several liability of the partners

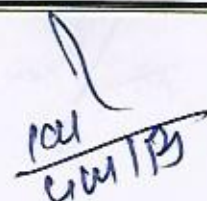
Signature of Authorized Signatory of Tender





**1.6 PERFORMANCE SECURITY**

- 1.6.1.1 Performance security shall be solicited from all successful bidders 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.
- 1.6.1.2 The amount of performance security shall be 5% of the amount of contract in case of procurement of services. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR). It shall be two percent of the amount of supply order.
- 1.6.1.3 The successful Bidder shall furnish to the Employer a security for an amount of 5% of the Contract Price, in accordance with General Conditions of Contract. The Performance Security can be in the form of Bank Draft or Banker's Cheque or a bank guarantee of a Scheduled Bank in the favour of JMRC, Jaipur. The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security (Form C clause 3.3 ) provided in this Volume shall be used. The Performance Security shall be furnished within the time limit specified in Clause 1.5.2
- 1.6.1.4 In case successful Bidder fails to commence the work (for whatsoever reasons) as per terms and conditions of Bid after issuance of LOA then the LOA shall be cancelled and the Performance Security shall be forfeited.
- 1.6.1.5 Performance Security shall remain valid for a period of 60 Days (including guarantee period) beyond the date of completion of all contractual obligations of the Bidder.
- 1.6.1.6 Performance Security will be returned after completion of all contractual obligations of the Bidder.



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**2 GENERAL CONDITIONS OF CONTRACT & SCOPE OF WORK****2.1 GENERAL****2.1.1 SPECIAL ATTENTION**

2.1.1.1 The Contract will be awarded to the Bidder whose responsive Bid is determined to be the lowest evaluated Bid. Clause 1.3.3 of "Instructions to Bidder" may be referred to in this connection.

**2.1.2 Completion Period:**

2.1.2.1 The Completion period is **one year** from the day of issue of Letter of Acceptance.

**2.1.3 Delivery Schedule:**

2.1.3.1 All the empty cylinder will be issued to the contractor for filling R22 Gas in lots according to availability by JE/RS/CS/JMRC. The contractor or his authorized representative shall lift the each lot of Cylinder within 02 days from the date of intimation and shall return each lot of instrument in good condition duly filled along with certificates(if applicable), within seven days from the date of lifting.

**2.1.4 Transportation:**

2.1.4.1 The cost shall include the cost of transport of item including all incidental arrangements for safe transport of items.

**2.1.5 Indemnity Bond:**

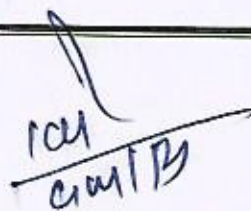
2.1.5.1 Contractor shall submit an Indemnity Bond on non-judicial stamp of value Rs.100/- before start of work as per format given by JMRC for total value of Filling Cylinder for an amount of Rs. 50,000. This bond will be for the safe custody of JMRC materials at the firm's premises.

**2.1.6 Right to vary quantity:**

2.1.6.1 Requirement of R22 gas may vary as per site requirement/availability and performance at same rate as accepted by JMRC, and this shall be at sole discretion of the procuring entity according to RTPPR-2013 Rule-73.

**2.1.7 Tag/sticker:**

2.1.7.1 Each Cylinder must be identified with a suitable sticker having following details:







NAME OF FIRM	
Instrument ID as per JMRC record	
Cylinder Capacity	
Refilling Date	
Signature	

**2.1.8 Inspection of Cylinder after refilling:**

2.1.8.1 Inspection of cylinder shall be done by the authorized representative of JMRC after receipt of the filled cylinder in Mansarovar Depot.

**2.1.9 Liquidated damage (Penalty):**

2.1.9.1 If the contractor fail to achieve the target for refilling of cylinder within delivery period. Liquidated Damages shall be as follows:-

- a. For delay up to 03 days of actual delivery period (ADP) of work order- 2.50% of the value of work order of that lot.
- b. For delay up to 05 days of actual delivery period (ADP) of work order - 5.00% of the value of work order of that lot.
- c. For delay up to 07 days of actual delivery period (ADP) of work order - 7.50% of the value of work order of that lot.
- d. For delay up to 10 days of actual delivery period (ADP) of work order - 10.00 % of the value of work order of that lot.

**2.1.10 Payment:**

2.1.10.1 Payment will be made on actual work executed after satisfactory completion of work.

2.1.10.2 No advance will be payable.

2.1.10.3 Bills, correct in all respect, shall be submitted in the favour of JMRC, Jaipur with bank details in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment.

**2.1.11 Other conditions:**

2.1.11.1 Prices are inclusive of Manpower, Tools, Transportation, including all incidents arrangement for safe transportation of equipments, insurance charges, all Taxes(excluding GST) and Duties etc.

2.1.11.2 No T&Ps shall be issued to contractor.

2.1.11.3 Only authorized staff of contractor having proper identity card issued by the contractor/firm shall be permitted to enter in JMRC Mansarovar depot.

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

Signature of Authorized Signatory of Tender

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- 2.1.11.5 If the contractor fails to perform satisfactorily, the contract may be terminated at any time without assigning any reason to the contractor.
- 2.1.11.6 The JMRC shall have the right to make minor alterations/additions/substitution in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by authorized JMRC's representative.
- 2.1.11.7 JMRC representative may inspect the refilling Cylinder.
- 2.1.11.8 JMRC's General conditions of contract shall be applicable.

2.1.12 Price fall clause

- 2.1.12.1 The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at anytime during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

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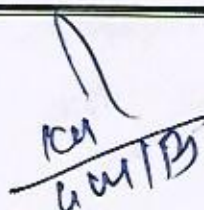


**3 FORMATS FORMING PART OF TECHNICAL BID**

INDEX	FORM
Form of Bid with Appendix	A
Pro forma for Statement of Deviations	B
Format of Bank Guarantee for Performance Security	C
Form of Agreement	D
Form of Power of Attorney	E
General Information & Joint Venture Data	T-I
Bank Details Format for E- Payment	T-II

Signature of Authorized Signatory of Tender

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**3.1 FORM A FORM OF BID**

Note :

- I. The Appendix forms part of the Bid.
- II. Bidder is required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: RATE CONTRACT FOR PROCUREMENT OF R22 GAS

To

General Manager (Rolling Stock)  
Jaipur Metro Rail Corporation Ltd.  
Metro Maintenance Depot,  
Near Ganga Jamuna Petrol Pump,  
Mansarovar, Jaipur.302020

1. Having visited the site and examined the General Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) for \_\_\_\_\_ 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 as per date mentioned in "order to commence", of issue the procuring entity 'order to commence' and to complete the whole of the Works comprised in the Contract up to 12 months calculated from the date of issuance of LOA, as indicated in the Appendix.
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 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.

Signature of Authorized Signatory of Tender

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20/11/18





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 .....

Signature of Authorized Signatory of Tender

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*Handwritten signature and initials:*  
PCU  
GCU/PB

## 3.1.1 APPENDIX TO THE FORM OF BID

	Condition of Contract	
i.	Amount of Bank Guarantee as Performance Security	5 percent of the Contract Price.
iii	Period for commencement of work from the date of issue of letter of acceptance	As per date mentioned in "order to commence", of issue the procuring entity 'order to commence'
iv	Contract Period from the date of issue of LOA	365 days and extendable as per RTPPR Rule 29(2)(i)
v.	L.D. for non-completion of work or poor quality of work	As per Clause 2.1.9 of GCC
Signature of authorized signatory on behalf of Bidder		

Date \_\_\_\_\_

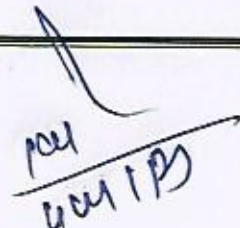
Name \_\_\_\_\_

Place \_\_\_\_\_

Address \_\_\_\_\_

Signature of Authorized Signatory of Tender

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**3.2 FORM B****PRO FORMA FOR STATEMENT OF DEVIATIONS**

3.2.1.1 The following are the particulars of deviations from the requirements of the Instructions to Bidder, "General Conditions of Contract", "Special Conditions of Contract and Bid Specifications:

Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each Deviations

Signature of Bidder

**Note**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
2. The Bidder shall indicate price adjustment against each deviation, which he shall like to add to the Bid price for withdrawing of his deviations if the same are unacceptable to the Employer.

Signature of Authorized Signatory of Tender

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**3.3 FORM C Format of Bank Guarantee for Performance Security**

- 3.3.1.1 This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
- 3.3.1.2 Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "Rate contract for procurement of R22 gas", of Rail /Metro Corridor of Jaipur MRTS Project (hereinafter called "the contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the Contractor").
- 3.3.1.3 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).
- 3.3.1.4 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.
- 3.3.1.5 After the Contractor has signed the aforementioned contract with the employer, the bank is engaged to pay the employer, unconditionally the amount sought from the bank without assigning any reason.
- 3.3.1.6 Performance Security shall remain valid for a period of 60 Days (including guarantee period) beyond the date of completion of all contractual obligations of the Bidder
- 3.3.1.7 At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the 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 Para 3.3.1.5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor
- 3.3.1.8 The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 3.3.1.9 The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

Signature of Authorized Signatory of Tender

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

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

The bank guarantee shall be encased immediately and credited in the bank account referred to via RTGS/NEFT.

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 .....

Signature of Authorized Signatory of Tender

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**3.4 FORM D AGREEMENT**

(Refer Clause 1.5 of "Instructions to Bidder")

3.4.1.1 This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 Between GENERAL MANAGER (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD, ADMIN Building, Mansarovar Depot, 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/RS/2018-19/NIB/010" "Rate contract for procurement of R22 gas" of Rail/Metro Corridor of Jaipur MRTS Project hereinafter called "the Works" and has accepted a Bid 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:

3.4.1.2 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.

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

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Notice Inviting Bid and Scope of Work
- (e) Bill of Quantities
- (f) Form of Bid with Appendix
- (g) Addendums, if any
- (h) Other conditions agreed to and documented as listed below:
  - (i) Bidder's Work Schedule as amended if required.
  - (ii) Statement of deviations (if applicable)
  - (iii) Any other item as applicable

3.4.1.4 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.

3.4.1.5 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**

Signature of Authorized Signatory of Tender

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3.4.1.6 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

By the said

Name: \_\_\_\_\_

Name: \_\_\_\_\_

on behalf of the Contractor in the presence of:

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**Note : +** To be made out by the Employer at the time of finalisation of the Form of Agreement.

**\*\*** Blanks to be filled by the Employer at the time of finalisation of the Form of Agreement.

Signature of Authorized Signatory of Tender

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*Handwritten signature:*  
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**3.5 Form E Power of Attorney for Signing of Bid**

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid no. JMRC/O&S/RS/2018-19/NIB/010 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE ,  
.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF....., 2018.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

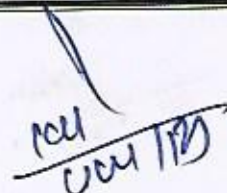
(Notarized)

**Notes:**

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

Signature of Authorized Signatory of Tender

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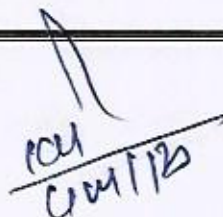
**3.6 FORM T-I GENERAL INFORMATION***Notes :*

- 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 GST Regn. No (attach copy of the 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.):

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(Yes/No)

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?

Signature of Authorized Signatory of Tender

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**3.7 FORM T-II BANK DETAILS FOR E-PAYMENT**

Beneficiary name :

Beneficiary Address :

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

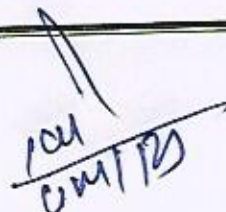
**Bank Details:**

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

Stamp &amp; Signature of Authorized Signatory

Signature of Authorized Signatory of Tender

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**3.8 Annexure A: 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 CMD, 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:

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

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it 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.

Signature of Authorized Signatory of Tender

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**(4) 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.

**(5) 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.

**(6) 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.

Signature of Authorized Signatory of Tender

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**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 .....

Signature

Signature of Authorized Signatory of Tender

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*2004/12*



# Financial Bid

Signature of Authorized Signatory of Tender

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**4 Financial Bid (BILL OF QUANTITIES)****4.1 FORM TO BE FILLED BY THE BIDDER:**

S.No.	Description of Equipment	Estimated Qty for one year (in Kg.)(A)	Unit	Rate/Unit (INR) (B)	Total Amount (INR) (C)=AXB
1.	R22 Gas	260	Kg		
Sub Total Amount (INR)					
GST(INR) @ ____%					
Total Amount (INR)including GST for one year					
Total Amount (in words):					

**Note-**

- (1.) Prices are inclusive of Manpower, Tools, Transportation, including all incidents arrangement for safe transportation of equipments, insurance charges, all Taxes(excluding GST) and Duties etc.
- (2.) The quantity or work may vary as per requirement during contract period(One year).
- (3.) The payment will be made only for the work actually carried out during contract period. All amount to be in Rs. Only.
- (4.) GST paid will be applicable at the time of billing.

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

Signature of Authorized Signatory of Tender

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20/1/19