

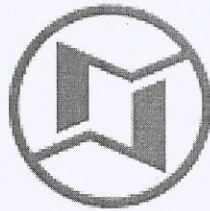
Price Rs. 590 /-

JAIPUR METRO RAIL CORPORATION LTD.

No. - F2 (9)/JMRC/O&S/S&T/BNA-01/2017-18

Dated: 05.02.2018

**RFP FOR PROCUREMENT OF SPARE PARTS, THEIR
INSTALLATION AND SERVICE FOR BANK NOTE ACCEPTOR (BNA)
MODULES OF JMRC AFC SYSTEM.**



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

3rd Floor, OCC Admin Building,

Mansarovar Depot, Jaipur (Rajasthan) - 302020

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



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1. NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed Bids (single stage one envelope method) for "RFP for procurement of spare parts, their installation and Service for Bank Note Acceptor (BNA) Modules of JMRC AFC System."

KEY DETAILS:

a)	Designation and address of inviting authority	ED (S&T),JMRC JAIPUR
b)	NIB/Bid No	F2(9)/JMRC/O&S/S&T/BNA-01/2017-18 Dated: 05/02/2018
c)	Name of Work	RFP for procurement of spare parts, their installation and Service for Bank Note Acceptor (BNA) Modules of JMRC AFC System.
d)	Cost of Bid Form	Rs. 590/- including 18% GST, Cost of Bid Form is not refundable(Refer clause 2.2)
e)	Estimated Cost	Rs. 2.80 Lac/-
f)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 5600/-(2 % of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.2)
g)	Performance Security	(5 % of the contract amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.23)
h)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
i)	Bid Download Start Date / Time	17:00 Hrs. dated 07.02.2018
j)	Bid Submission start date/ Time	9:30 Hrs. dated 08.02.2018
k)	Last Date & Time for Submission of Bid	14:00 Hrs. dated 16.02.2018
l)	Time & Date of opening of Bid	15:00 Hrs. dated 16.02.2018
m)	Venue of Submission and Opening of Bid	Room no. 317,3 rd Floor Admin Building, Mansarovar Depot, Bhargu path,Mansarovar,Jaipur-302020
n)	Validity of Bid	90 days from the last date of submission of Bid.
o)	Delivery of items	Within 30 days from the date of issue of "Purchase Order".
p)	Minimum Eligibility Criteria: a) Bidder should have valid GST registration certificate issued by competent authority in the Central Gov. their operation and enclose GST certificate. b) Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate. c) The bidder may be OEM or OEM authorized service provider or its subsidiary or its successive firms.	





d) He shall submit Authorised Certificate from OEM in connection to point (c) above.

e) He shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). He shall submit an undertaking to this effect.

f) He shall have successfully completed similar work and the details of the same shall be submitted (clause 6.13, Form K).

Definition of similar work:- Supply of spare parts for BNA/ BNA unit ,work of maintenance and servicing for Bank Note Acceptor, Bank Note Recycler , Automated Teller Machine(ATM) or similar systems.

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 ED(S&T)

EXECUTIVE DIRECTOR (S&T)

JAIPUR METRO RAIL CORPORATION LTD,

Room No.314, 3rd floor, Admin Building

Bhriku path, Mansarovar, Jaipur – 302020

Tel: +91-77288-95406

Email: edst@jaipurmetrorail.in

NOTE: In case of any query regarding this Bid, same may please be made with DGM (S&T),

Mob No. +91-7728895423/ Landline no. 0141-5153723



2. INSTRUCTION TO BIDDERS

2.1 Sale of Bidding/ Bid Documents

- 2.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The prospective Bidders shall download the bidding document from the website <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in and pay its bid cost while submitting the bid to the procuring entity in the form of Demand draft / Banker's cheque. Failure to this deposition will be liable for rejection to the Bid submitted.

2.2 Cost of bid document and Bid Security/EMD

- 2.2.1 The cost of bid document which is Rs.590/- including 18 %GST shall be paid in the form of Demand Draft /Banker Cheque of a scheduled Commercial bank drawn in favour of Jaipur Metro Rail Ltd., payable at Jaipur. and shall form part of the Bid.
- 2.2.2 Bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick in industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013.
- 2.2.3 EMD can be deposited in the form of Demand Draft/ Bankers Cheque of Rs 5600/- (Rupees Five Thousand six Hundred only) drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- 2.2.4 The EMD/ Bid Security of successful Bidder shall be adjusted against Performance Security Deposit or discharged/ returned after deposition of the Security Deposit, as the case may be.
- 2.2.5 The Bid Security / Earnest Money of unsuccessful bidders shall be returned promptly after final acceptance of successful bid and signing of agreement and submitting security the earliest of the following events, namely:-
- a) The expiry of validity of Bid security;
 - b) The cancellation of the procurement process
- 2.2.6 The Bid Security taken from a bidder shall be forfeited, if any, in the following cases, namely: -
- a) When the bidder withdraws or modifies its bid after opening of bids;
 - b) When the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - c) When the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - d) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.2.7 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.2.8 No interest shall be payable on the Bid Security (EMD).

Signature of Authorized Signatory along with seal



- 2.2.9 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
- a) The expiry of validity of Bid Security;
 - b) Issue of LOA for procurement and performance security is furnished by the successful Bidder;
 - c) The cancellation of the procurement process; or
 - d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.3 Changes in the Bidding Document

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

2.4 Period of Validity of Bids

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

2.5 Eligibility Criteria

- 2.5.1 The bidder may be OEM or OEM authorised representative or its subsidiary or its successive firms.
- 2.5.2 He shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). He shall submit an undertaking to this effect.
- 2.5.3 He shall have Authorised Certificate from OEM for the similar work specified in this RFP. He shall submit the same along with bid submission.

- 2.5.4 He shall have successfully completed similar work and the details of the same shall be submitted (Form- K).

Definition of similar work:- Supply of spare parts for BNA/ BNA unit ,work of maintenance and servicing for Bank Note Acceptor, Bank Note Recycler , Automated Teller Machine(ATM) or similar systems.

2.6 Format and Signing of Bids

- 2.6.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.6.2 All pages the bid of shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder pursuant to Clause 6.5, Form E , in token of acceptance of all the terms and conditions of the bidding documents. This authorization 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. (clause 6.7, Form G)
- 2.6.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

2.7 Sealing and Marking of Bids

- 2.7.1 Single stage Single envelope is adopted for this RFP.
- 2.7.2 The envelope shall contain (Part A) Technical Proposal and (Part B) Financial Proposal and shall be filled in, complete in all respects, sealed, clearly marked as "CONFIDENTIAL" with mentioned followings over it:
- "RFP for procurement of spare parts ,their installation and Service for Bank Note Acceptor (BNA) Modules of JMRC AFC System", RFP No. and
 - Date of Opening of Technical Bid
- The name, full address, telephone numbers and e-mail of the Contact Person with signature and seal and shall be addressed to:

Executive Director (S&T)
Jaipur Metro Rail Corporation,
Room No 314, 3rd Floor Admin Building, Mansarovar Depot, Bhriugu Path,
Mansarovar, Jaipur. 302020

The above is to be submitted as per schedule mentioned in the table under Notice Inviting Bid of this RFP in sealed Box placed at Room No. 317, 3th Floor, Admin Building, Mansarovar Depot, Bhriugu Path, Jaipur-302020 with name signature and seal of the bidder over it.

Part- A Technical part

This part shall contain the Technical Proposal consisting of a copy of this 'Request for Proposal' with each page duly sealed and signed by the Bidder in acceptance of the terms and conditions therein, along with all due Annexure duly filled (separately), all required documents in support of eligibility, EMD and cost of Bid document and all supporting documents duly signed by the bidder.

'Bid Security' and 'Cost of Bid Document' shall be submitted in originals in this envelop itself.

Part-B: Financial Part

This part shall contain dully filled and signed offer in the performa prescribed in Clause 6.16 Bill of Quantity (BOQ) only.

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

2.8 Cost & Language of Bidding

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

2.9 Alternative/ Multiple Bids

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

2.10 Deadline for the submission of Bids

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

2.11 Late Bids

- 2.11.1 Any bid, which is received after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the Bidder.

2.12 Receipt and Custody of Bids

- 2.12.1 The bids shall be submitted as per the schedule mentioned in the table under Notice inviting Bid of this RFP in sealed Box placed at Room No. 317, 3rd Floor, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur-302020 in a manner as specified in this RFP.

2.13 Withdrawal, Substitution, and Modification of Bids

- 2.13.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
- 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.
- 2.13.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.
- 2.13.3 No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bid.

2.14 Opening of Bids

- 2.14.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who choose to be present.
- 2.14.2 If national holiday is being declared on Bid due date then Bid will be opened on next suitable working day.
- 2.14.3 The bids shall be opened by the bids opening committee in the presence of the Bidders or their authorized representatives who choose to be present. The authorized representatives must bring the authority letter while attending the opening.
- 2.14.4 All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- 2.14.5 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.

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

- the name of the Bidder and whether there is a substitution or modification;
- the bid prices ;
- the Bid Security, if required; and
- Any other details as the committee may consider appropriate.

2.14.7 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 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.

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

2.15 Selection Method

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

2.15.2 Single bid system; bid will be opened on scheduled time and date as per NIB.

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

2.15.4 The contract will be award to most advantageous responsive bidder of financial bid (L1).

2.16 Clarification of Bids

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

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

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

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

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

2.17 Evaluation of Bids

2.17.1 Preliminary Examination of Bids

The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. Bid is accompanied by bidding document fee, Bid Security.
- e. bid is unconditional and the Bidder has agreed to give the required performance security; and
- f. Other conditions, as specified in the bidding document are fulfilled.

2.17.2 Determination of Responsiveness

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

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

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

- 2.17.2.3 A material deviation, reservation, or omission is one that,

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

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

- 2.17.2.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or

depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

2.17.3 Non-material Non-conformities in Bids

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

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

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

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

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

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

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

2.18 Negotiations

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

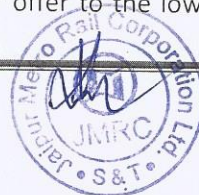
2.18.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

2.18.3 The lowest Bidder shall be informed in writing either through 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 Bidder has received the intimation and consented to regarding holding of negotiations.

2.18.4 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.

2.18.5 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is

Signature of Authorized Signatory along with seal



not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

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

2.19 Correction of Arithmetic Errors in Financial Bids:

- 2.19.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- 2.19.2 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 2.19.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (2.19.1.1) and above.

2.20 Acceptance of the successful Bid and Issuance of Purchase Order

- 2.20.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 2.20.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- 2.20.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 2.20.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 2.20.5 The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

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

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

2.22 Performance Security Deposit

- 2.22.1 Prior to execution of work order, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.22.2 The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services.
- 2.22.3 Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled Commercial bank;
 - b. Bank guarantee/s of a scheduled Commercial bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security.
- 2.22.4 Performance security above shall remain valid for a minimum period of 60 days after signing of LOA and must include all contractual obligations of the Bidder, including warranty obligations.
- 2.22.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- a. When any terms and condition of the contract is breached.
 - b. When the Bidder fails to make complete supply satisfactorily.
 - c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.22.6 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 2.22.7 The Performance security shall be discharged once the warranty period as mentioned in Clause 4.3 below is over.
- 2.22.8 No interest shall be payable on the Performance Security Deposit.

3. General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Contract Documents:

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

3.1.2 Scope of Supply

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

3.1.3 Delivery

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

3.1.4 Specifications and Standards

Technical Specifications and Drawings

- a. The Supplier/ Contractor shall ensure that the goods and related services comply with the technical specifications as specified in scope of work of this RFP and other provisions of the Contract.
- b. The Supplier/ Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. The goods and related services 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.

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.

3.1.5 Inspection

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ Contractor's premises and shall have the power at all reasonable

Signature of Authorized Signatory along with seal



time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

3.1.6 Rejection

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

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

3.1.7 Payments

Advance Payment will not be made.

Payment 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.

3.1.8 Liquidated Damages (LD)

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

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

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

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

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

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

3.1.9 Termination

Termination for Default

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

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

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

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

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

4. SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

4.1 Bidders to Bid for all Items

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

4.2 Payment Terms and Schedule

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

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

- 4.2.2 Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- 4.2.3 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 4.2.4 All remittance charges will be borne by the supplier/ Contractor.
- 4.2.5 Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

4.3 Warranty

4.3.1 The warranty will be of 4 months or 75000 counters whichever is earlier.

4.4 Other Special Terms

- 4.4.1 In case the Bidder fails to supply the final deliverables within stated timelines, the LD as per clause "liquidated damage" would be applicable.
- 4.4.2 Released parts/items, if any, shall be property of JMRC.
- 4.4.3 Bidder shall submit Indemnity Bond as per Performa attached at Form- N on Non-Judicial paper as per Stamp Act before taking over the BNAs for repair from JMRC.
- 4.4.4 The transportation cost of the Bank Note Acceptor Modules (BNAs) including GST both to and from JMRC site shall be borne by Bidder.

5. SCOPE OF WORK:**5.1 Introduction:**

5.1.1 In Jaipur Metro Rail Corporation, Ticket Vending Machines being a part of Automatic Fare Collection System (AFC) are used for purchasing Contactless Smart Tokens (CST) and add value of Contactless Smart Card (CSC). Each TVM has one Bank Note Acceptor module (BNA) which accepts valid banknotes and returns counterfeit banknotes. The Banknote module uses the banknote escrow for temporary storage. It consists of a banknote validator and a banknote vault. After a transaction is completed, the inserted banknotes move to the banknote vault. The banknote vault can store banknotes.

5.1.2 There are total 19 Ticket Vending Machine (TVM) in JMRC, out of which 18 TVM(s) installed in unpaid premises of all Metro stations and 01 No. of TVM is installed at JMRC SDC Lab. Except 19 BNA as installed in TVM, one BNA is available as spare in store thus making the quantum to 20.

Details of TVM with their location are as below:

S. No.	Location	No. of TVM installed	Name
1	MANSAROVAR(MSOR)	02	TVM-001 & TVM-011
2	NEW AATISH MARKET (NAMT)	02	TVM-001 & TVM-011
3	VIVEK VIHAR (VKVR)	02	TVM-001 & TVM-011
4	SHYAM NAGAR(SMNR)	02	TVM-001 & TVM-011
5	RAM NAGAR (RMNR)	02	TVM-001 & TVM-011
6	CIVIL LINES (CLIP)	01	TVM-0011
7	METRO RAILWAY STATION (MRSN)	03	TVM-001, TVM-011 & TVM-021
8	SINDHI CAMP (SICP)	02	TVM-001 & TVM-011
9	CHANDPOLE (CDPE)	02	TVM-001 & TVM-011
10	SDC LAB, ADMIN BUILDING	01	TVM-001

5.1.3 The BNA used in above TVMs are of make **M/s. CPI having model BNA571**. It mainly comprises of Bank Note Validator, escrow, stacker and removable security cash-box and its accessories.

5.1.4 In order to provide steady cash payment service to JMRC passengers for purchasing tokens/Add value of CSC from TVMs, procurement of the spare parts which shall comply with the make as specified in clause 5.1.3 above for 4 faulty BNAs in addition to their installation and service so as to make the faulty BNAs functional is to be done.

5.2 Scope of Work:

5.2.1 Scope of work under this contract will include supply of spare parts for the four faulty BNAs along with the service to make the faulty BNAs functional. The details are as:

BNA57 Sr. No.	Model No.	Component/ Spare Part	Qty	Level of cleaning and Service
805947	BNA571	ASSY BNA5 ELCO DOWN RIGHT	1	L3
		FLAT WASHER 2.7/8 x 0.8 ORIGIN SWITZERLAND	2	
		ENCASHMENT GUIDE PLATE ASSEMBLY	1	
		BELT AND O-RING KIT BNA57	1	
		ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1	
		ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1	
		Rubber Joint	1	
		RUBBER WASHER FOR PISTON FORK	1	
804140	BNA571	ASSY BNA5 ELCO DOWN RIGHT	1	L3
		EQUIPPED SHAFT7	2	
		COMPLETE AXLE 6	1	
		RESTITUTION GUIDE	1	
		BELT AND O-RING KIT BNA57	1	
		ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1	
		ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1	
		Rubber Joint	1	
804036	BNA571	RUBBER WASHER FOR PISTON FORK	1	L3
		ASSY BNA5 ELCO DOWN RIGHT	1	
		EQUIPPED SHAFT7	1	
		BELT AND O-RING KIT BNA57	1	
		ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1	
		ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1	

803950	BNA571	Rubber Joint	1	L4
		RUBBER WASHER FOR PISTON FORK	1	
		ASSY BNA5 ELCO DOWN RIGHT	1	
		EQUIPPED SHAFT7	2	
		COMPLETE AXLE 6	1	
		LIMIT FORK ASSY BNA56/57	1	
		JOINT LEVER ASSEMBLY	1	
		STOP SCREWFOR JOINT LEVER	2	
		OVERHAUL BELT AND ROLLER KIT FOR BNA57 BNA957K-004-00	1	
		RUBBER WASHER FOR PISTON FORK ORIGIN SWITZERLAND	1	
		RUBBER JOINT FOR INLET BNA5X ORIGIN SWITZERLAND	1	
		ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1	
		ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1	
		REINFORCE HTD BELT-804mm	1	
		MXL BELT L-406,4mm	1	
		MXL BELT L=295mm	2	
		O-RING	2	

5.2.2 All the faulty BNAs after fitment of the spare part and proper service shall be installed at the stations of JMRC.



6. BID FORMS

6.1 Form A: Form of Bid

Note:

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

Name of Work: _____

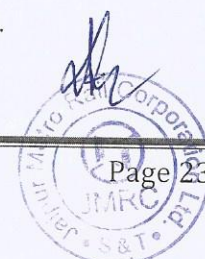
To
EXECUTIVE DIRECTOR (S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-314, 3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhargu path, Mansarovar, Jaipur-302020

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

1	Name of the Bidder		
2	Name and Designation of Authorized signatory		
3	Registered Office Address of Bidder		
4	Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
5	Checklist	Yes	NO
i	Certificate of Authorization from CPI		
6	Number of similar projects as per scope of work described.		

- We acknowledge that the Appendix forms an integral part of the Bid.

Signature of Authorized Signatory along with seal



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

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

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation

Signature of Authorized Signatory along with seal



6.2 Form: B Bidder's Profile

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

Signature of Authorized Signatory along with seal



6.3 Form: C Format of Bank Guarantee for Performance Security

This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____
PROCUREMENT OF SPARE PARTS , THEIR INSTALLATION AND SERVICE FOR BANK NOTE ACCEPTOR
(BNA) MODULES OF JMRCL AFC SYSTEM Bid No. F2(9)/JMRC/O&S/S&T/BNA/2017-18 dated.....
(here in after called "the contract") to M/s _____ (here in after called "the Contractor").

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

Now we the Undersigned _____ (Name of the
Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name
of _____ (Full name of Bank), hereby declare that the said Bank will
guarantee the Employer the full amount of Rs. _____ (Amount in figures
and Words) as stated above.

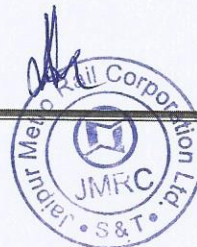
After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged
to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written
order from the Employer to indemnify the Employer for any liability of damage resulting from any
defects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

This Guarantee is valid for a period of _____ months from the date of signing. (The initial period for
which this Guarantee will be valid must be for at least 60 days from the date of signing.).

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

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

Signature of Authorized Signatory along with seal



The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation :

I.D. No. :

Stamp/Seal of the Bank:

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

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Signature of Authorized Signatory along with seal



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

To,

Executive Director (S&T)

Jaipur Metro Rail Corporation

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

Bhriagu path, Mansarovar, Jaipur – 302020

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Signature of Authorized Signatory along with seal



6.5 Form E: FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we, (Name of the Bidder firm), having our registered office at do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. son /daughter of Shri. and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "RFP for procurement of spare parts, their installation and service for Bank Note Acceptor (BNA) Modules of JMRC AFC System. (No. F2(9)/JMRC/O&S/S&T/BNA/2017-18 Dated:-) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX

2. ABC

Signature of Authorized Signatory along with seal



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Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.



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

To,

Executive Director (S&T)

Jaipur Metro Rail Corporation

Room no. 314, 3rd floor Admin Building Mansarovar metro train depot,

Bhriugu path, Mansarovar, Jaipur – 302020

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____



Signature of Authorized Signatory along with seal

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

To,

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

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



Signature of Authorized Signatory along with seal

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

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

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

Signature of Authorized Signatory along with seal



6.9 Form:-H, Annexure:-B Declaration by the Bidder regarding Qualifications

Declaration by the Bidder in relation to my/our Bid submitted to.....
For procurement of.....in response to
their Notice Inviting Bids No.....dated.....

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name

Designation:

Address:



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

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

The designation and address of the Second Appellate Authority is **CMD, JMRC, JAIPUR.**

1. Filing an appeal

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

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

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

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

4. Appeal not to be in certain cases

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

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

5. Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Signature of Authorized Signatory along with seal



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



6.11 Form: I [See rule S3]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No..... of.....

Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

- i. Name of the appellant
- ii. Official address, if any:
- iii. Residential address:

2. Name and address of the respondent(s):

- i.
- ii.
- iii.

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

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

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

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

7. Prayer:.....

Place.....

Date.....

Appellant's Signature

Signature of Authorized Signatory along with seal



6.12 Form-: J, FORMAT OF HANDOVER NOTE

BNA Serial No.	Level of Service or Cleaning done	Component/ Spare Part	Make/Model	Counter Reading	Warranty/Guarantee, if any
805947	L3/L4	Component 1			
		Component2			
		Component3			
		Component4			
804140	L3/L4	Component 1			
		Component2			
		Component3			
		Component4			
804036	L3/L4	Component 1			
		Component2			
		Component3			
		Component4			
803950	L3/L4	Component 1			
		Component2			
		Component3			
		Component4			

Declaration: It is certified that the spare parts of BNA 571 provided/replaced are genuine and the tools used for the service or cleaning as mentioned above are proper and well calibrated.

(Seal and Signature of authorised personal)

Date:

Remarks from Inspection Authority (JMRC)

- 1.
- 2.
- 3.
- 4.

Signature of Authorized Signatory along with seal



Signature of Inspection Authority

All the BNAs with the spare parts replaced and installed as detailed above are handed over to JMRC.

Handed over by

Taken over by



Signature of Authorized Signatory along with seal

6.13 Form:- K, WORK EXPERIENCE

S. No.	Period (From- To)	Detail of work handled	Total cost of work in Rs.	Reference No. of work order/LOA	Reference No. of completion certificate	Placed on Page
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note:

1. Bidder shall submit the details in the above format only. Detail submitted in any other Performa will not be considered.
2. Bidder must submit the copy of work order/ Letter of acceptance (LOA) and the latest completion certificate issued by the client for all the work mentioned in the Performa, without which the work mentioned in the Performa, shall not be taken into consideration.
3. Additional page may be attached if required.
4. All the pages must be signed by the authorised signatory by the bidder.




6.14 Form-: L, BANK DETAILS

Beneficiary Name:

Beneficiary Address:

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

Bank Details:

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

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

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

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

Signature of Authorized Signatory along with seal



6.15 Form-: M, CONTRACT AGREEMENT

CONTRACT NO.

Dated.....

WHEREAS the Contractor has offered a Bid for '**Contract for procurement of spare parts, their installation and service for Bank Note Acceptor (BNA) modules of JMRCL AFC system**'. and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

JMRC agrees to hire and the Contractor agrees to be hired as a for '**Contract for procurement of spare parts , their installation and service for Bank Note Acceptor (BNA) modules of JMRCL AFC system**' under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

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

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

Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents to perform efficiently and faithfully all of the for '**Contract for procurement of spare parts , their installation and service for Bank Note Acceptor (BNA) modules of JMRCL AFC system**' and in carrying out all duties and obligations imposed by the Contract Documents. The Contractor agrees to pay the amount and penalty specified, if any, to the JMRC at the rates and terms and in the manner set forth in the Contract Documents.

Signature of Authorized Signatory along with seal



Clause 3 Obligation of the JMRC:

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

Clause 4 Contract Price:

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

Clause 5 Notices:

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

ED/S&T/JMRC,

Jaipur Metro Rail Corporation Limited,

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

Mansarovar Depot,

Bhriagu Path

Jaipur-302020

Clause 6 Obligation of tax law

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

Signature of Authorized Signatory along with seal



Clause 7 Integration

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

Clause 8 Governing Law

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

Clause 9 Language

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

Clause 10 Jurisdiction of court

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

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

JMRC, The JMRC The contractor

Jaipur Metro Rail Corporation Limited -----

(.....)

WITNESS



6.16 BILL OF QUANTITIES (BOQ)

FINANCIAL BID FORM

Bidder Name:

BNA57 Serial Number	Model No.	Component/ Spare Part	Qty	Rate (A)	GST (.....% of A) (B)	Total Amount (A+B)
805947	BNA571	ASSY BNA5 ELCO DOWN RIGHT	1			
		FLAT WASHER 2.7/8 x 0.8 ORIGIN SWITZERLAND	2			
		ENCASHMENT GUIDE PLATE ASSEMBLY	1			
		BELT AND O-RING KIT BNA57	1			
		ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1			
		ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1			
		Rubber Joint	1			
		RUBBER WASHER FOR PISTON FORK	1			
		FITMENT, L3 SERVICE AND INSTALLATION	-			
804140	BNA571	ASSY BNA5 ELCO DOWN RIGHT	1			
		EQUIPPED SHAFT7	2			
		COMPLETE AXLE 6	1			
		RESTITUTION GUIDE	1			
		BELT AND O-RING KIT BNA57	1			
		ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1			
		ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1			

Signature of Authorized Signatory along with seal



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		Rubber Joint	1			
		RUBBER WASHER FOR PISTON FORK	1			
		FITMENT, L3 SERVICE AND INSTALLATION	-			
804036	BNA571	ASSY BNA5 ELCO DOWN RIGHT	1			
		EQUIPPED SHAFT7	1			
		BELT AND O-RING KIT BNA57	1			
		ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1			
		ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1			
		Rubber Joint	1			
		RUBBER WASHER FOR PISTON FORK	1			
		FITMENT, L3 SERVICE AND INSTALLATION	-			
803950	BNA571	ASSY BNA5 ELCO DOWN RIGHT	1			
		EQUIPPED SHAFT7	2			
		COMPLETE AXLE 6	1			
		LIMIT FORK ASSY BNA56/57	1			
		JOINT LEVER ASSEMBLY	1			
		STOP SCREWFOR JOINT LEVER	2			
		OVERHAUL BELT AND ROLLER KIT FOR BNA57 BNA957K-004-00	1			
		RUBBER WASHER FOR PISTON FORK ORIGIN SWITZERLAND	1			
		RUBBER JOINT FOR INLET BNA5X ORIGIN SWITZERLAND	1			



	ASSEMBLED HTD15 PULLEY (TRANSPORT MOTOR) BNA57	1			
	ASSEMBLED HTD11 PULLEY (AXLE 24) BNA57	1			
	REINFORCE HTD BELT-804mm	1			
	MXL BELT L-406,4mm	1			
	MXL BELT L=295mm	2			
	O-RING	2			
	FITMENT, L4 SERVICE AND INSTALLATION	-			
GRAND TOTAL					

Note:

- (1) Rate quoted must be including transportation, packing and all tax excluding GST which is being considered in BOQ separately. However rate of GST shall be as applicable on the date of supply of material to JMRC.
- (2) The transportation cost of the Bank Note Acceptor Modules (BNAs) including GST both to and from JMRC site shall be borne by Bidder.
- (3) Warranty period : 4 months or 75000 counters whichever is earlier
- (4) The parts supplied shall be of make M/s CPI (OEM) .
- (5) Certificate of authorisation from M/s CPI shall be submitted along with bid document submission.
- (6) The Criteria of evaluation shall be overall L1 for the supplying and installation of spare parts including the service as mentioned in the scope of works of this RFP.

Signature of firm's representative

(With seal of firm)



6.17 CHECK LIST

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

Signature of Authorized Signatory along with seal



INDEMNITY BOND

This deed of Indemnity executed by M/s _____ herein after referred to as 'Indemnifier' Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s **JAIPUR METRO RAIL CORPORATION Ltd.** Hereinafter referred to as the 'Indemnified' Which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to. Whereas the indemnified herein has awarded to the Indemnifier herein a Letter of Acceptance for **"RFP FOR PROCUREMENT OF SPARE PARTS, THEIR INSTALLATION AND SERVICE FOR BANK NOTE ACCEPTOR (BNA) MODULES OF JMRC AFC SYSTEM"** on terms and conditions set out inter alia in the LOA No F2 (9)/JMRC/O&S/S&T/BNA/2017-18 dated on _____ for a total value of Bank Note Acceptor Modules (BNAs) for an amount of Rs. _____ (Rupees _____). This bond will be for the safe custody of JMRC materials at the firm's premises till the items are taken over by JMRC.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of the loss or damage, if occurred during transition of asset to and from JMRC and failure in returning the asset back within contract period.

Place:

(.....)

Date:

Authorized Signatory

Company Seal

Witness:

1.....

Signature with Name, Designation & Address.

2.....

Signature with Name, Designation & Address.

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

