

Price: Rs. 590

JAIPUR METRO RAIL CORPORATION LTD.



RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC

Jaipur Metro Rail Corporation Ltd.

Admin Building, Metro Depot, Bhriku Path, Mansarovar,
Jaipur-302020

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

Email: itcell@jaipurmetrorail.in

CIN: U60221RJ2010SGC030630

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(Signature of Authorised Signatory of the Bidder)

1. NOTICE INVITING BIDS

- a. Jaipur Metro Rail Corporation (JMRC) invites Bids (under two cover system) from leading telecom services providers for RFP For Mobile Postpaid Connection (CUG) and Data Card to JMRC. Schedule to the invitation of Bids:

S.N.	Item	Particulars
(i)	RFP No	No. F.1(I-83)/JMRC/DCA/IT/2019/23 Dated: 03.12.2019
(ii)	Name of work/ Contract	RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC
(iii)	Estimated Cost	Rs. 30,00,000/-
(iv)	Bid Cost (Tender fee) (Non-Refundable)	Rs. 590 (inclusive GST @18%) (Rupees five hundred and ninety)
(v)	E-tender Processing Fee (Non-Refundable)	Rs. 1180 (inclusive GST@18%) (Rupees one thousand one hundred and eighty)
(vi)	Bid Security (EMD)	Rs. 60,000 (Rupees Sixty thousand only)
(vii)	RFP Download /Sale Start Date	03.12.2019 (1850 Hrs.)
(viii)	Pre Bid Meeting	09.12.2019 (1130 Hrs.)
(ix)	Last Date and Time for Submission of Queries	10.12.2019 (1700 Hrs.)
(x)	Last Date for replies to Queries	12.12.2019
(xi)	Online Bid submission Start Date / Time	12.12.2019 (1800 Hrs.)
(xii)	Online Bid submission End Date / Time	03.01.2020 up to 1400 hrs.
(xiii)	Physical submission of original DD/BC/BG for Tender fee, EMD/Bid Security and e-tender Processing Fee in JMRC office	03.01.2020 up to 1500 hrs.
(xiv)	Technical Bid Opening Date/Time	03.01.2020 at 1530 hrs.
(xv)	Financial Bid Opening Date/Time	Will be intimated through the e-procurement Rajasthan.
(xvi)	Websites for downloading Tender Document/subsequent clarification/modification,if any	https://www.transport.rajasthan.gov.in/jmrc http://www.sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in/
(xvii)	Bid Validity	120 Days from the last date of opening of Technical Bid.
(xviii)	Venue of Technical Bid opening & Financial Bid opening	Room No. A-206, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-20

Note:

- The time of opening of Financial Bid shall be communicated to technically qualified bidders in writing through email/phone or speed post to be followed by phone.
- Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

Executive Director (Corporate Affairs)

(Signature of Authorised Signatory of the Bidder)

2. DEFINITIONS

Agency / Supplier	The Bidder, selected by JMRC in pursuance of the selection process consequent to this RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC
RFP document/ Tender document/Bid document/Bidding document	Request for Proposal (Bid document or tender document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
Agreement	The Contract Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Award, as per the format prescribed.
Authority	Jaipur Metro Rail Corporation Limited (JMRC)
JMRC's Website/ JMRC Website	https://www.transport.rajasthan.gov.in/jmrc
Jaipur Metro/JMRC / Corporation	Jaipur Metro Rail Corporation Ltd.
EMD	Earnest Money Deposit/Bid Security
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to the authority under the Contract.
IT	Information Technology
LD	Liquidated Damages
Letter of Acceptance (LOA)	Letter of Acceptance - Letter from Corporation to the successful bidder and outlining the terms and rates for the supply.
NIB	Notice Inviting Bids.
PO	Purchase Order
Selected Bidder	The bidder selected for Telecom Services as per the scope of contract defined in this document.
Technically Qualified Bidder	Bidder(s) whose Technical Bid is/ are considered eligible and technically responsive by JMRC
GST	Goods and Service Tax

(Signature of Authorised Signatory of the Bidder)

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- a. JMRC's General Conditions of Contract (GCC) is a part to this bidding Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the GCC uploaded on the JMRC website <https://www.transport.rajasthan.gov.in/jmrc>; <http://www.jaipurmetrorail.in>
- b. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the document.
- c. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract & forfeiture of Bid Security/ Security Deposit.
- d. If any change/deletion is made by the Bidder in the bidding document and if the same is detected at any stage even after the award of the tender, full Bid Security/ Performance Security Deposit will be forfeited and the contract will be terminated at the risk and cost of bidder.
- e. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- f. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- g. If the required document(s)/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- h. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- i. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the bid liable for rejection.
- j. If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.
- k. Any Bid not supported by valid Bid Security and Tender fee in acceptable form will be liable to be treated as being non-responsive.
- l. Bids complete in all respects must be filed not later than the time and date indicated in this bidding document. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the bidding document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- m. Prices should be quoted FOR at JMRC office, Jaipur. No other charges shall be paid by JMRC except for the applicable taxes, if quoted in the financial bid.
- n. JMRC may at its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has –
 - i. Submitted the Tender after the prescribed date and time of submission of bids.
 - ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - iii. If found to have a record of poor performance such as abandoning works, not properly completing the contract, delaying completion, being involved

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- in litigation or financial failures, etc.
- iv. Submitted BID document, which is not accompanied by required documentation, Tender fee and Bid Security or is non-responsive.
 - v. Failed to provide clarifications related thereto, when sought.
 - vi. Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

3.2 ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Requirement	Documents Required
1.	Network operator have valid Unified Access Service (UAS)/CMTS license for Rajasthan State	Copy of license issued by DoT, GoI
2.	Network operator must have own network in all the major cities/towns in the state.	An Undertaking as per Annexure-IX

3.3 PRE-BID CONFERENCE

- a. For the purpose of providing an opportunity to the prospective bidders to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference has been arranged as per the schedule indicated in the Clause “Notice Inviting Bids” (Clause 1.2).
- b. Bidders are advised to visit the sites / stations to get specific idea about respective Advertisement Space(s) and familiarise themselves with the proposed arrangements & all activities necessary in this regard before pre-bid conference.
- c. Queries / request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.
- d. The post conference queries regarding this RFP, may be addressed to :

*Joint General Manager (Administration),
R. No. A-206, Admin Building, Metro Depot, Bhriagu Path, Mansarovar, Jaipur
302020 Tel. No.0141-2822755, Email: jgmadmn@jaipurmetrorail.in*

3.4 CLARIFICATION

- a. For the purpose of affording bidders with an opportunity to obtain clarifications or give suggestions with regard to this bidding they may send queries on e-mail i.e. jgmadm@jaipurmetrorail.in, itcell@jaipurmetrorail.in or in writing by the dates prescribed in Notice Inviting Bids.
- b. Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Bids.
- c. JMRC may issue clarification/amendments on its own or in response to queries.
- d. JMRC may or may not reply to queries at discretion.
- e. Queries /request for clarification submitted after the prescribed last date and time may not be taken into consideration.

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- f. Responses /clarifications/ amendments shall only be issued through uploading on JMRC's website <https://www.transport.rajasthan.gov.in/jmrc> and state procurement portal <http://www.sppp.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for updates.

3.5 COST OF BID DOCUMENT (TENDER FEE) & e-TENDER PROCESSING FEE

- a. The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is ₹590 (Rupees Five Hundred Ninety Only) which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of "Jaipur Metro Rail Corporation Ltd.", payable at Jaipur. The Tender fee is non- refundable.
- b. In addition, E-tender processing fee of ₹1,180 (Rs. One thousand one hundred eighty only) per bid shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of "Managing Director, RISL", payable at Jaipur.

3.6 BID SECURITY

- a. Bid Security in the form of Demand Draft / Bankers Cheque and Bank Guarantee of ₹60,000 (Rupees Sixty Thousand Only) drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (valid up to 120 days from the Last date of Bid submission) in the format enclosed at Annexure-VI drawn on any Scheduled Bank in favor of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- b. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for 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. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- c. In lieu of bid security, a bid securing declaration is to be submitted by 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.
- d. Any Bid not accompanied by valid Bid Security / Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- e. The Bid Security/ Earnest Money Deposit shall be forfeited in case:
- The bidder withdraws or modifies its bid after opening of bids;
 - The bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - The bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - The bidder does not deposit the performance security within specified period after the supply / work order is placed; and

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- v. The bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and RTPP Rules.
- vi. The Bid Security/Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
- f. The Bid Security / Earnest Money shall be returned promptly after the earliest of the following events:
 - i. The expiry of validity of bid security;
 - ii. The execution of agreement for procurement and performance security is furnished by the successful bidder;
 - iii. The cancellation of the procurement process;
 - iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- g. If the successful bidder fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid Security/ Earnest Money, in part or in full, at the discretion of JMRC.

3.7 SUBMISSION OF BID

- a. Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, Fax or e-mail or presented in person will not be considered.
- b. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site.
- c. Bidder (authorized signatory) shall submit offer on-line in Electronic format both for technical and financial bid. The technical bid should also contain scanned copy of DD/ Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/ Bankers Cheque /Bank Guarantee for EMD. However, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee & EMD should be submitted physically at the following address with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per clause 1.a(xii):

Executive Director (Corporate Affairs)
2nd Floor, Admin Building, Metro Depot,
Bhriagu Path, Mansarovar, Jaipur-302020

- d. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- e. Utmost care is taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- f. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

(Signature of Authorised Signatory of the Bidder)

Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a PDF copy of this 'Request for Proposal' with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, DD/BC/BG with annexure of RFP duly filled in support of eligibility, Bid Security (EMD), tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should also be physically signed and stamped on each page by the authorized representative of the bidder.**

All the Annexure shall be duly filled, physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

No price bid should be indicated at any place in the Technical Bid, otherwise the proposal shall be summarily rejected.

Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per Annexure-III.

Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial Bid in XLS/ XLSX format.
- ii. Bidders need to fill the rates respective items in BOQ.
- iii. Fill Bidder's Name & Rate of Items & Upload the same on e-procurement portal.

3.8 EVALUATION OF BID DOCUMENTS

- a. The bids will be opened online on the scheduled date and time as per the Notice Inviting Bids (Clause 1) of this RFP in the presence of bidders or their authorized representatives who choose to attend the opening of bid. The bidders or their authorized representatives who are present to witness the bid opening shall sign a register evidencing their attendance as a witness to the bids opening process. In the event of the specified date of bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- b. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- c. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- d. The Financial Bids of only those bidders, who clear Technical evaluation stage, will be opened and evaluated. Date & time of opening of financial bid shall be intimated through e-proc portal.
- e. Evaluation of the financial will be done on the total amount inclusive of all taxes except GST.

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- f. The Bidder whose bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful bidder. The Lowest Bid will be decided upon the lowest total price (Total for monthly plans) quoted by the particular bidder in the Financial Bid Format/ BOQ given at Annexure IV.
- g. The bidders are required to spell out the rates of GST separately, if applicable. The prices quoted are firm and final and inclusive of all other taxes and duties except GST and no claim on account of any tax/duties will be entertained.
- h. If the bid of the successful bidder is substantially below the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract. JMRC at its discretion may also reject such bids which are quoted substantially low.
- i. Negotiation may be taken only with the lowest or most advantageous bidder.
- j. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
 - i. Accept any tender not necessarily lowest on reasonable ground and justification
 - ii. Reject any tender which doesn't fulfill the requirements of this RFP
 - iii. Reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of award without incurring any liability.

3.9 AWARD OF CONTRACT, SIGNING OF AGREEMENT & SECURITY DEPOSIT

- a. The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for reconfirming the obligations of the Agency under this RFP. In case the Selected Bidder fails to reconfirm its commitment, the JMRC reserves the right to designate the next ranked Bidder as Selected Bidder and invite it for negotiations for the rate not higher than the rate of earlier selected bidder.
- b. Prior to the expiry of the period of validity of the Bid, the successful bidder shall be notified through a Letter of Award (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- c. Upon receipt of the "LOA", the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory within 10 working days from the date of issue of LOA and submit performance security deposit within 15 days from the date of issue of LOA, equivalent to 10% of the approved amount for the Mobile Postpaid Connection (CUG) and Data Card services to JMRC mentioned in LOA, in

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- the form of Bank Guarantee (Annexure-VII) or pledged Fixed deposits from any scheduled bank (having its branch at Jaipur) in favour of Jaipur Metro Rail Corporation Ltd. The Bank Guarantee for performance security deposit should remain valid up to a period of 24 months from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the Agency under the Contract against an event of default by the Agency and/or any material breach of its obligations there under.
- d. The performance Security Deposit can also be deposited in the form of DD/ Banker's Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
 - e. Performance security shall be solicited from all successful bidders except the;
 - i. Departments/ Boards of the State Government or Central Government;
 - ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
 - iii. company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
 - iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
 - f. The Security Deposit shall not carry any interest during the tenure of the Lease.
 - g. The Performance Security Deposit shall be refunded at the end of full term of contract after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after satisfactorily completion of contract.
 - h. The cost of Stamp Duty for execution/ registration of agreement and any other related Legal Documentation charges/ incidental charges shall be borne by the successful bidder only and such stamp duty will have to be paid in Rajasthan state only.
 - i. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the agreement.
 - j. Till the signing of the agreement, the LOA shall form a binding contractual agreement between JMRC and the successful bidder(s) as per terms of this RFP.
 - k. If the bidder fails to deposit the required Security Deposit amount or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and shall be forfeited.
 - l. Penal charges shall be levied on total delay in days at corresponding rate as mentioned above.
 - m. JMRC shall have the right to invoke and en-cash the amount of Security Deposits in whole or in part, without notice to the Lessee in the event of breach of this Agreement or for recovery of liquidated damages or penalties.

(Signature of Authorised Signatory of the Bidder)

- n. JMRC shall reserve the right for deduction of JMRC dues from the Performance Security Deposit at any stage of agreement, i.e., currency/completion/termination/surrender, against:
- i. Any amount imposed as penalty and adjustment for all losses/ damages suffered by JMRC for any non-conformity with the terms & condition of the agreement.
 - ii. Any amount for which JMRC becomes liable to the Government/Third party due to any default by any employee/ agent of the Lessee.
 - iii. Any payment/ fine imposed under the order/judgment of any court/ consumer forum or law enforcing Lessee or any person working on behalf of Lessee.
 - iv. Any other outstanding JMRC" s dues/ claims, which remain outstanding after completing the course of action as per this Lease Agreement.
- o. JMRC shall retain the right to withdraw the LoA in the event of the successful bidder's failure to accept the LoA within the limit specified. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek Signature of the Authorised Signatory of the Bidder any claim, compensation, damages or any other consideration whatsoever on this account.
- p. In case of non-acceptance of LoA or non deposition of security deposit by the successful bidder, even after 15 days of issue of LoA and/ or non signing of agreement within permissible time, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.
- q. After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the prescribed period. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. In the event that the Selected Applicant does not sign the Agreement by the stipulated date, the JMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered or Risk and Cost action may be taken at its discretion.
- r. The Agency shall commence the Work within seven days of the date of the Agreement, or such other date as may be mutually agreed. In the event that the Selected Applicant does not commence the Work by the stipulated date, the JMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered or Risk and Cost action may be taken at its discretion. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/ terminated.

(Signature of Authorised Signatory of the Bidder)

4. SPECIAL CONDITIONS OF CONTRACT

4.1 GENERAL CONDITIONS OF CONTRACT

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

4.2 SCOPE OF CONTRACT

The successful bidder (Service Provider) will provide following:

- a. Estimated 400, 4G Mobile Postpaid Connections (CUG) to provide access Voice & Data, as under:

Plan	Items	Minimum Requirement Details
Plan A	Free Calling	Free Unlimited calling on all network (Local, STD and Landline)
	Free SMS per month	100 SMS per day on all Network
	Data	At least 3 GB per day
	Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit

- b. Estimated 100, 4G Mobile Postpaid Connections (CUG) to provide access Voice & Data, as under:

Plan	Items	Minimum Requirement Details
Plan B	Free Calling	Free Unlimited calling on all network (Local, STD and Landline)
	Free SMS per month	100 SMS per day on all Network
	Data	At least 2 GB per day
	Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit

- c. Estimated 30, 4G Mobile Data Card Connections to provide access Data:

Plan	Items	Minimum Requirement Details
Plan C	Data	At least 5 GB per day
	Monthly data	10 GB Base Plan
	Speed Beyond Daily Data Limit	2G Speed or higher
	Daily Data Download and Upload	Unlimited

- d. Mobile Network access to JMRC on 24 hours per day, 7 days per week, 365 days per year basis.
e. Service Provider shall deliver all SIMs/ Data Card the items to JMRC, Jaipur office.
f. Service Provider shall configure & activate the supplied items.

(Signature of Authorised Signatory of the Bidder)

4.3 DELIVERY SCHEDULE

The Selected Bidder shall ensure that the ordered for Mobile Postpaid Connection (CUG) and Data Card to JMRC are supplied at JMRC office as per delivery schedule mentioned below:

1.	Supply & Activation of the Mobile Connection/ Data Card	Within 7 Calendar days of issue of Service Order.
2.	Any request for discontinuation of Active Mobile Connection/ Data Card Connection	To be executed by Next Working Day

4.4 OTHER TERMS & CONDITIONS:

- Bidder shall provide the feature of auto-switching of network between 4G & 3G, if latest technology is launched it is also be included in same plans.
- Feature of Auto Roll Over of Data is to be provided.
- Voice calling must be Network Based not on Data Based, for this affidavit or supporting document are to be submitted by the bidder.
- The successful bidder shall be required to port the existing CUG numbers at the discretion of JMRC.
- Any other individual number shall also be included in CUG & shall be provided the same plans as directed by JMRC.

4.5 DURATION/ VALIDITY OF CONTRACT

The duration/validity of supply of contract shall be for one year from the date of issue of LOA. The supply orders shall be issued time to time as per the requirement.

4.6 PAYMENT TERMS & SCHEDULE

- Payment shall be made on monthly basis after submission of centralized bill, However JMRC may ask for individual bills.
- Grace period for Payment to be given, 30 days from the billing date.

4.7 SERVICE LEVEL AGREEMENT

- JMRC shall submit Customer Service Request on the call centre / Service Provider's authorized person through Phone / Email and the Service Provider shall make efforts to resolve the complaints within the following defined parameters:

COMPLAINT TYPE	System SLA (Working Days)
New Connection (COCP)/ Addition to the CUG series	3 Working days
Billing Issue Resolution	2 Working days
Call drop and voice disturbance related complaints	3 Working days
Calls not through- ISD/ STD/ incoming/outgoing complaints	1 Working day

- Service levels are available from Monday to Saturday, during normal local business hours, excluding national holidays.

(Signature of Authorised Signatory of the Bidder)

- c. The JMRC will maintain proper monthly downtime report and these will be signed by the Service Provider's representative. JMRC will also maintain proper records of the date and time of call logging and will also record the complaint no. given by the Company when the complaint is logged. The email sent by JMRC to Service Provider on the given email address will also be treated as logged complaint. This record will be signed by the service engineer of the Company when he visits to rectify the complaint.
- d. JMRC is allowed to deduct proportionate rent (out of minimum monthly rental), in case any of the above fault continues for a longer period than is mentioned in the table of parameters in this clause 4.7 (a).

4.8 TERMINATION OF CONTRACT AGREEMENT

The agreement can be terminated by JMRC before completion of contract duration giving one month advance notice in case services are not found satisfactory or in case of work exigencies.

4.9 CONCILIATION, ARBITRATION & JURISDICTION

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

4.10 FORCE MAJEURE

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

(Signature of Authorised Signatory of the Bidder)

- c. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a *force majeure* event.

4.11 NOTICES

Any notice, invoice or other communication required or permitted under this Agreement shall be given in writing/ email to the other party at that party's address specified hereunder or as communicated in writing to the other party from time to time. Notices shall be deemed to have been given when personally delivered, facsimiled and acknowledged by the recipient or, if given by mail, properly addressed with postage prepaid fourteen (14) days after it is posted.

4.12 DISPUTE RESOLUTION

- a. Any matter or dispute or difference of whatsoever nature arising under, out of or in connection with this Agreement (collectively "Dispute") between the parties shall be first attempted to be settled by mutual discussions and failing settlement within a month of initiation of the discussion the disputes shall be referred to arbitration to be conducted by a sole arbitrator who shall be appointed by the Managing Director of JMRC and any decision made by the arbitrator shall be final and binding on the parties hereto. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of Arbitration shall be Jaipur. Pending the submission to the arbitration and thereafter, until the Arbitrator publishes his award, the parties shall, except in the event of termination of this agreement, continue to perform all their obligations under this agreement, without prejudice to any final adjustment to be made in accordance with the award of the Arbitrator.
- b. All disputes are subject to exclusive jurisdiction of Jaipur Courts only.

ANNEXURE – I

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP excluding Annexure duly signed by the Authorized Signatory of the Bidder firm.	Yes/No
2.	Annexure – I : This Check List duly ticked and signed	Yes/No
3.	Annexure –II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP) & GCC, duly filled & signed.	Yes/No
4.	Annexure – II, Form-II: Bidder's Profile	Yes/No
5.	Annexure – III, Bill of Material	Yes/No
6.	Annexure – IV, Financial Bid	Yes/No
7.	Annexure – V, Offered Services	Yes/No
8.	Annexure – VI, Performa of Bank Guarantee for Bid Security	Yes/No
9.	Annexure - VII, Performa of Bank Guarantee for Performance Security Deposit	Yes/No
10.	Annexure- VIII, Format of Agreement, duly initialled	Yes/No
11.	Annexure – IX, Performa for undertaking, duly initialled and filled	Yes/No
12.	Cost of Bid document(DD/Banker Cheque or JMRC receipt)	Yes/No
13.	Bid Security (DD/Banker Cheque/ Bank guarantee)	Yes/No

B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Financial Bid duly filled in and signed as per Annexure – III	Yes/No

(Signature of Authorised Signatory of the Bidder)



ANNEXURE – II, FORM-I

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF RFP & GCC

We,, having our office at, agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) as available on the official website of JMRC and of the Request For Proposal (RFP) No. _____, dated _____ issued by JMRC for RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC.

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

Date:

Signature:

Place:

Name:

Seal of Authorised Signatory:

(Signature of Authorised Signatory of the Bidder)

ANNEXURE – II, FORM-II

BIDDER’S PROFILE

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

1.	Name of the RFP	RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC
2.	Name of the Bidder Firm	
3.	Date when incorporated/ Registered.	
4.	Profile of the Firm	Proprietor/ Partnership/ Private limited/ Public Limited. Constitution of the firm
5.	Broad business activities carried out by the firm	
6.	Registered Office Address of bidder(With Pin Code)	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
	Website	
10.	Service Tax/Excise Tax Registration No.(As applicable, copy to be enclosed)	
11.	PAN Card No. (copy to be enclosed)	
12.	GST Number (copy to be enclosed)	
13. (a)	Name and designation of the Chief Executive or equivalent of the firm	
(b)	Address	

(Signature of Authorised Signatory of the Bidder)



14.	Name and designation of the authority that is authorized to sign the tender document	
(a)		
(b)	Address	
15.	Tender Fee	Details of the Cash Receipt/DD/Bankers cheque
16.	Bid Security details	
17.	Other Eligibility documents attached :	
a)	Registration details	Registration Certificate/ partnership deed/ Certificate of incorporation

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

Date:

Signature:

Place:

Name:

Seal of Authorised Signatory:

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

(Signature of Authorised Signatory of the Bidder)

ANNEXURE-III

BILL OF MATERIAL (BoM)

S. No.	Items	Numbers
1.	Mobile Postpaid Connections (CUG) Plan (SIM Card) both under Plan A & Plan B, as per Clause 4.2 (a)	400
2.	Mobile Postpaid Connections (CUG) Plan (SIM Card) both under Plan A & Plan B, as per Clause 4.2 (b)	100
3.	Data Card Connections under Plan C, as per Clause 4.2 (c)	30

The above mentioned numbers are tentative & the actual number of connections may vary as per the requirement and payment shall be made on actual number of connections activated.

- The Agency has to activate the items mentioned above with all necessary accessories/arrangements to JMRC, Jaipur, Rajasthan.
- Plan details as per given in clause 4.2 of this document.

Signature of the Bidder

(Signature of Authorised Signatory of the Bidder)

ANNEXURE-IV

FINANCIAL BID

(Specimen Copy, Financial Bid to be submitted online on Rajasthan E-Proc Portal)

<div style="display: flex; justify-content: space-around;"> Validate Print Help </div>							
Tender Inviting Authority: Executive Director (Corporate Affairs)							
Name of Work: RFP For Mobile Postpaid Connection (CUG) and Data Card to JMRC							
Contract No: F.1(I-83)/JMRC/DCA/IT/2019/23 Dated :03.12.2019							
Name of the Bidder/ Bidding Firm / Company :							
<p>PRICE SCHEDULE</p> <p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p>1. Bidder have to quote the Basic Rate for Monthly Plan for the CUG Plans and Data Card Plan</p> <p>2. GST will be applicable extra as per prevailing rates</p>							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE For Monthly Plan In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8	9
1	MOBILE POSTPAID (CUG) PLAN						
1.01	PLAN- A as per Clause 4.2 of RFP	400.000	Nos		0.00	0.00	INR Zero Only
1.02	PLAN- B as per Clause 4.2 of RFP	100.000	Nos		0.00	0.00	INR Zero Only
2	DATA CARD PLAN						
2.01	PLAN- C as per Clause 4.2 of RFP	30.000	Nos		0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Note:

- The rates quoted above is valid up to 90 days from the date of bid submission.
- The rates quoted above is inclusive of all other charge, like- transportation, commissioning, activation of services etc.
- Additional taxes applicable, if any, are to be mentioned here else nothing shall be paid extra. The evaluation shall be on total cost to JMRC inclusive of all taxes & levis.
- GST shall be payable as per prevailing applicable rate.

(Signature of Authorised Signatory of the bidder)

(Signature of Authorised Signatory of the Bidder)

ANNEXURE-V

OFFERED SERVICE

{to be submitted by the bidder}

S. No.	Plan	Items	Minimum Requirement Details	Offered Services
1.	Plan A	Free Calling	Free Unlimited calling on all network (Local, STD and Landline)	
		Free SMS per month	100 SMS per day on all Network	
		Data	At least 3 GB per day	
		Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit	
2.	Plan B	Free Calling	Free Unlimited calling on all network (Local, STD and Landline)	
		Free SMS per month	100 SMS per day on all Network	
		Data	At least 2 GB per day	
		Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit	
3.	Plan C (4G Data Card)	Data	At least 5 GB per day	
		Monthly data	10 GB Base Plan	
		Speed Beyond Daily Data Limit	2G Speed or higher	
		Daily Data Download and Upload	Unlimited	

Name of the bidder:-

Authorized Signatory: -

Seal of the Organization: -

Date: _____ Place: _____

(Signature of Authorised Signatory of the Bidder)

ANNEXURE-VI

BANK GUARANTEE FORMAT –BID SECURITY

{to be submitted by the bidder}

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

To,
Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
2nd Floor, A-Wing, Admin Building, Metro Depot,
Bhrigu Path, Mansarovar,
Jaipur-302020

Sir,

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

It is a condition in the tender documents that the Bidder has to deposit Earnest Money amounting to <Rs. _____ (Rupees <in words>)> in respect to the tender, with JMRC, 2nd Floor, A-Wing, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur, Rajasthan (hereinafter referred to as “JMRC (JMRC)”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of tender). It may be extended if required in concurrence with the bid validity.

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

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

(Signature of Authorised Signatory of the Bidder)

hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.

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

(Signature of Authorised Signatory of the Bidder)



8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.

(Signature of Authorised Signatory of the Bidder)

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

Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation Ltd.

Admin Building, Metro Depot, Bhriagu Path, Mansarovar, Jaipur-302020

(Signature of Authorised Signatory of the Bidder)

ANNEXURE-VII

PERFORMANCE BANK GUARANTEE

(TO BE SUBMITTED BY THE SELECTED BIDDER ONLY)

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

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

1. In consideration of Jaipur Metro Rail Corporation Limited (JMRC) (hereinafter called "JMRC") having agreed to exempt M/s (here in after called "the said selected bidder" from the demand, under the terms and conditions of RFP No.....dated(Including subsequent clarification/ corrigendum/ amendment, if any), LOA No. dated and subsequent agreement to be signed between JMRC through and (selected bidder) for the work(hereinafter called "the said Contract") of Performance Security Deposit for the due fulfilment by the said selected bidder of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofselected bidder(s) do hereby undertake to pay to JMRC an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We (indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from JMRC. Any such demand made on the bank by JMRC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of JMRC and we (indicate the name of Bank), bind ourselves with all directions given by JMRC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to JMRC any money so demanded notwithstanding any dispute or disputes raised by the selected bidder(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of JMRC under or by virtue of the said Contract have been fully

(Signature of Authorised Signatory of the Bidder)

paid and its claims satisfied or discharged or till JMRC certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said selected bidder(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the JMRC that JMRC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said selected bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by JMRC against the said selected bidder(s) and to forbear from or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said selected bidder(s) or for any forbearance, act or omission on the part of JMRC or any indulgence by JMRC to the said selected bidder(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the selected bidders).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of JMRC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by JMRC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for JMRC to proceed against the selected bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which JMRC may have obtained or obtain from the selected bidder.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of our branches at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

(Signature of Authorised Signatory of the Bidder)



Bank's Seal

The above Performance Bank Guarantee is accepted by JMRC
For and on behalf of JMRC

Signature

(Name & Designation)

(Signature of Authorised Signatory of the Bidder)

ANNEXURE-VIII

AGREEMENT FORMAT

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

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

Whereas the approved Supplier has agreed with the JMRC to supply to the Managing Director, JMRC, 2nd Floor, A-Wing, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020, Rajasthan on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Jaipur, all those articles set forth in our LOA No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the RFP and contract appended herewith and at the rates set forth in the said order.

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

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

Now these Presents witness:

- 1) In consideration of the payment to be made by the JMRC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved Supplier will duly supply the said articles set forth in our LOA No. _____ dated ___/___/20___ thereof in the manner set forth in the RFP, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Price bid along with their enclosures.
- 2) The NIB, Bid Form, Scope of Contract, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and along with their enclosures enclosed with the RFP No: F.1(I-83)/JMRC/DCA/IT/2019/23 Dated :03.12.2019 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(Signature of Authorised Signatory of the Bidder)



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

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

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

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

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

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

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

Signature of the Approved Supplier / selected bidder

Signature for and on behalf of MD, JMRC

Designation:
Date:

Designation:
Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

(Signature of Authorised Signatory of the Bidder)



ANNEXURE-IX

UNDERTAKING- SELF DECLARATION

{to signed by selected bidder}

It is declare that..... (Bidder/Company Name) is having network coverage in the all major cities/ towns of the Rajasthan State.

Name of the bidder:-

Authorized Signatory: -

Seal of the Organization: -

Date: _____ Place: _____

(Signature of Authorised Signatory of the Bidder)