Price Rs. 1180/-

JAIPUR METRO RAIL CORPORATION LTD.

No. -F2 (18)/JMRC/O&S/S&T/AMC-002/2018-19

Dated: 04.01.2019

COMPREHENSIVE AMC OF AFC & TELECOM PERIPHER-ALS OF JMRC

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT



Jaipur Metro Rail Corporation Ltd.

3rd Floor, OCC Admin Building, Mansarovar Depot, Jaipur (Rajasthan) - 302020 Website: <u>www.transport.rajasthan.gov.in/jmrc</u>

TABLE OF CONTENTS

| 1. | Notice Inviting Bids4 | |
|------|--|-----------|
| 2. | Instruction to Bidders | |
| 2.1 | Sale of Bidding Document/Bid Document8 | |
| 2.2 | Cost of Bid Document and Bid Security/EMD9 | |
| 2.3 | Changes in the Bidding Document | 10 |
| 2.4 | Period of Validity of Bids | 10 |
| 2.5 | Pre-BID Conference | 10 |
| 2.6 | Clarifications/ Addendum/ Amendment | 11 |
| 2.7 | Eligibility Criteria | .12 |
| 2.8 | Format and Signing of Bids | .13 |
| 2.9 | Submission of Bids | .13 |
| 2.10 | Cost & Language of Bids | |
| 2.11 | Alternative/Multiple Bids | .15 |
| 2.12 | Deadline for the submission of Bids | 15 |
| 2.13 | Receipt and Custody of Bids | 15 |
| 2.14 | Withdrawal, Substitution and Modification of Bids | 5 |
| 2.15 | Opening of Bids | 16 |
| 2.16 | Selection Method | |
| 2.17 | Clarification of Bids | 16 |
| 2.18 | Evaluation of Bids | 17 |
| 2.19 | Negotiations | .19 |
| 2.20 | Correction of Arithmetic Errors in Financial Bids | .19 |
| 2.21 | Acceptance of the successful Bid and Issuance of Purchase Order | .20 |
| 2.22 | Procuring entity's right to accept or reject any or all Bids | 20 |
| 2.23 | Performance Security Deposit | 20 |
| 3. | Special Terms & Conditions of BID & Contract | .22 |
| 4. | Scope of Supply | 23 |
| 5. | Other Teams & Conditions | |
| 6. | Penalty | .27 |
| 7. | Asset Management | .28 |
| 8. | JMRC Staff association | .28 |
| 9. | Working Space | 28 |
| 10. | Normal Contract Completion | 28 |
| 11. | Termination | 29 |
| 12. | Bid Forms | 30 |
| 12.1 | Form A: Form of Bid | 30 |
| 12.2 | Form B: Bidder's Profile | |
| 12.3 | Form C: Format of Bank Guarantee for Performance Security | 33 |
| 12.4 | Form D: Bidder's Authorization Certificate {to be filled by the BI | <u>D-</u> |
| | DERS} | 35 |

| 12.5 | Form E: Format of Power of Attorney |
|-------|---|
| 12.6 | Form F: Self Declaration { to be filled by the Bidder} |
| 12.7 | Form G: Certificate of Conformity/No Deviation {to be filled by the Bidder} |
| 12.8 | Form H: (Annexure: - A) Compliance with the Code of Integrity and No |
| | conflict of Interest |
| 12.9 | Form I: (Annexure:- B) Declaration by the Bidder regarding Qualifications |
| 12.10 | Form J: (Annexure:- C) Grievance Redressal during Procurement Process |
| 12.11 | Form K: [See rule S3]45 |
| 12.12 | Form L: Work Experience |
| 12.13 | Form M: Bank Details47 |
| 12.14 | Form N: Contract Agreement48 |
| 12.15 | Form O: Black List Certificate |
| 12.16 | Form P: Bill of Quantities (BOQ) |
| 12.17 | Form Q: Turnover |
| 12.18 | Check List |
| | Annexure 'A' |
| | Annexure 'B' |
| | Annexure 'C' |

1. NOTICE INVITING BIDS

- 1.1 Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal (Single Stage Two envelope) Comprehensive AMC of AFC & Telecom Peripherals of JMRC through e-tendering process.
- 1.2 The complete Bid document can be downloaded for online submission from the state e-procurement website <u>https://eproc.rajasthan.gov.in</u> and the interested Bidders will have to submit their offer in electronic Formats both for technical and financial Bid on this website with their digital signatures. The complete Bid document can also be seen on Corporation's website <u>http://transport.rajasthan.gov.in/jmrc</u> and state procurement portal <u>www.sppp.rajasthan.gov.in.</u>
- 1.3 Bidders who wish participate in this Bidding process register to must on https://eproc.rajasthan.gov.in. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class-2 / class-3category) issued by a licensed Certifying Authority for e-Biding portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.
- 1.4 KEY DETAILS:

| Designation and address of invit- | ED (S&T), Jaipur Metro Rail Corporation Ltd., |
|-----------------------------------|---|
| ing authority | JAIPUR |
| NIB/Bid No | F2(18)/JMRC/O&S/S&T/AMC-002/2018-19 |
| | Dated: 04/01/2019 |
| Name of Work | "Comprehensive AMC of AFC & Telecom Peripherals of JMRC" |
| Cost of Bid Form | Rs. 1180/- (Rs. 1000/- Bid Cost + 18% GST) by |
| | Demand Draft / Bankers Cheque, payable in fa- |
| | vour of Jaipur Metro Rail Corporation Ltd. |
| | payable at Jaipur. |
| E- Bid Processing Fee (Non- Re- | Rs. 1180/- (Rs. 1000/- Bid Cost + 18% GST) by |
| fundable) | Demand Draft / Bankers Cheque, payable in fa- |
| | vour of Managing Director, RISL payable at |
| | Jaipur. |
| Estimated Cost | Rs. 3,46,90,000/- |
| Earnest Money Deposit (EMD) / | Rs. 6,93,800/- (2 % of the Estimated Cost) in |
| Bid Security. | the Form of Banker's Cheque/ Demand Draft of a |
| | Scheduled Commercial Bank in favour of |
| | "Jaipur Metro Rail Corporation Ltd." payable |
| | at Jaipur. |
| Last Date & Time for Physical | 17:00 Hrs. dated 29.01.2019 |
| submission of original DD / BC / | |
| BG for BID fee, EMD / Bid Secu- | |
| rity and e-BID Processing Fee in | |
| JMRC office | |

| Rs.34,69,000 (10% 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 Corpora- |
| tion Ltd." payable at Jaipur. |
| https://eproc.rajasthan.gov.in |
| |
| |
| http://transport.rajasthan.gov.in/jmrc |
| |
| www.sppp.rajasthan.gov.in |
| https://eproc.rajasthan.gov.in |
| |
| 10:00 Hrs. dated 05.01.2019 |
| Dated: 11/01/2019 & 15:00 Hrs. Venue - |
| JAIPUR METRO RAIL CORPORATION LTD, |
| Room No.317, 3 rd floor, Admin Building |
| Bhrigu path, Mansarovar, Jaipur – 302020 |
| 17:00 Hrs. Dated: 11/01/2019 |
| |
| Dated: 21/01/2019 |
| |
| 15:00 Hrs. dated 21/01/2019 |
| 13.00 ms. dated 21/01/2019 |
| 13:00 Hrs. dated 30/01/2019 |
| |
| 14:00 Hrs. dated 30/01/2019 |
| 14.00 ms. dated 50/01/2017 |
| Subsequent to Technical Bid opening (Date to be |
| intimated later to the Technically qualified Bid- |
| ders through e-procurement website) |
| Room no. 317,3rd Floor Admin Building, Man- |
| sarovar Depot, Bhrigu path, Mansarover, Jaipur- |
| 302020 |
| 90 days from the last date of submission of Bid. |
| - |
| 3 years from start of validity as per scope of work |
| |

Minimum Eligibility Criteria: Applicant should have valid PAN certificate/ card issued by the Income Tax • Dept. of GOI and enclose PAN certificate. The bidder firm should have an experience of successful completion of AMC • Contract related to Server, Switch & Router. The Bidder shall submit the details of the same as per Form-L. The bidder firm should have satisfactorily and successfully completed of such • type of AMC contracts during last five financial years (2013-14, 2014-15, 2015-16, 2016-17 & 2017-18 date of bids submission) should be either of the following Three such completed contracts each of contract value not be less than the amount equal to RS. 1,38,76,000/-OR • Two such types of AMC contracts each of contract value not be less than the amount equal to RS. 2,08,14,000/-OR • One such type of AMC contracts each of contract value not be less than the amount equal to RS. 2,77,52,000/-Bidder is required to submit the details as per Form-L along with supporting • documents as mentioned below:-Certificate(s)/documents(s) of completion of the contract/work(s) issued by the authorized signatory of the contract/work awarding agency, mentioning: Period of the contract/work and Amount paid for the contract/work. • 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 as per Form-O. Turnover: - The bidder should have average annual financial turnover of **RS 10, 40, 70,000**/- in last three financial years (2015-16, 2016-17 and 2017-18). The Bidder is required to present the data as per Form-Q along with supporting documents for last three years as mentioned below:-Audited profit and loss A/c and /or audited balance sheet showing the required turnover, certified by a Chartered Accountant with stamp and signature OR Complete Income Tax Return (ITR) showing the required turnover, certified by a Chartered Accountant with stamp and signature. OR Turnover statements are to be certified by a Chartered Accountant.

Note:

1. All bidders or their authorized representative may attend the opening of Bid.

- 2. All above events will be held at JMRC, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur-302020
- 3. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the Website<u>https://eproc.rajasthan.gov.in</u>. 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.
- 4. 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

Bhrigu 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. 0141-2822123, Email Iddgmsnt@jaipurmetrorail.in

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 complete Bid document can be downloaded for online submission from the web-site https://www.eproc.rajasthan.gov.in.
- 2.1.2 The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of ED/S&T/JMRC, Jaipur Metro Rail Corporation, B- Wing, Admin Building, 3rd Floor, Mansarovar Depot, Bhrigu Path, Jaipur- 302020. Bidders who wish to participate in this Bidding process must register on https://eproc.rajasthan.gov.in. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Biding portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.
- 2.1.3 Cost of Bid Document (BID fee) is Rs. 1180/- 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 Bid fee is non-refundable.
- 2.1.4 In addition, E-BID processing fee of Rs. 1180/- per Bid shall be paid in the Form of banker's cheque / DD of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.
- 2.1.5 In addition Bid Security as per clause 2.2 below shall be paid.
- 2.1.6 Bids submissions will be made online after uploading the mandatory scanned documents towards cost of BID documents such as Demand Draft or Banker's Cheque from a Scheduled commercial bank based in India, towards Bid Security such as Bank Guarantee or Demand Draft or Banker's Cheque from a Scheduled commercial bank based in India, towards e-Bid processing fee and other document as stated in the RFP document.
- 2.1.7 Any Bid not accompanied by valid Earnest Money Deposit/ Bid Security, the cost to-wards Bid document and e-Bid processing fee, in acceptable Form will be liable to be treated as being non-responsive.
- 2.1.8 Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.
- 2.1.9 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- 2.1.10 No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- 2.1.11 The JMRC reserves the right to verify all statements, information and documents sub-mitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- 2.1.12 Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

2.2 Cost of bid document and Bid Security/EMD

- 2.2.1 The cost of bid document which is Rs.1180/- including 18% GST as specified in NIB.
- 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 as specified in NIB. Scanned copy of DD/BC/BG of EMD/Bid security, Bid fee and e-Bid processing fee needs to be submitted online along with original instruments as the part of the bid document.
- 2.2.4 The EMD/ Bid Security of successful Bidder may be adjusted on request 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 submitting performance security or the earliest of the following events, namely:-
- a) The expiry of validity of Bid;
- 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 and failed to signed agreement 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).
- 2.2.9 In case of non submission of EMD, the bid will be summarily rejected.
- 2.2.10 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;
- b) Issue of LOA for procurement, signing of agreement 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 PRE-BID CONFERENCE

- 2.5.1 For the purpose of providing an familiarise themselves with the proposed arrangements & all activities necessary in this regard before pre-bid conference.
- 2.5.2 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.
- 2.5.3 The post conference queries regarding this RFP, may be addressed to : *ED (S&T), Jaipur Metro Rail Corporation,*

Mansarovar Depot, 3rd Floor, Admin Buiding, Mansarovar, Jaipur-302020. Tel. No.0141- 5192407, Email: <u>edst@jaipurmetrorail.in</u>,

2.6 CLARIFICATIONS/ ADDENDUM / AMENDMENT

- 2.6.1 At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bidding document by the issuance of addenda/corrigenda. Any addendum/corrigendum or responses to the queries, thus issued will be sent in writing through the official website of JMRC <u>https://transport.rajasthan.gov.in/jmrc</u>, State Procurement Portal <u>www.sppp.rajasthan.gov.in</u> and State e-procurement portal <u>https://eproc.rajasthan.gov.in</u> . Prospective bidders are advised to keep visiting these websites for updates.
- 2.6.2 In order to offer the bidders reasonable time for taking an addendum/corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the last date and time of bid submission.
- 2.6.3 JMRC may or may not reply to queries at its discretion.
- 2.6.4 JMRC may issue clarification/ amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.

| S.No. | RFP Clause Reference | RFP Annexure Reference | Query/ Clarification sought |
|-------|-----------------------------|------------------------|--------------------------------|
| | | | |
| | | | |
| | | | |

2.6.5 Requests for clarifications shall be furnished in the following format:

2.7 Eligibility Criteria

- 2.7.1 Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.
- 2.7.2 Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
- 2.7.3 The bidder firm should have an experience of successful completion of AMC Contract related to Server, Switch & Router. The Bidder shall submit the details of the same as per Form-L.
- 2.7.4 The bidder firm should have satisfactorily and successfully completed of such type of AMC contracts during last five financial years (2013-14, 2014-15, 2015-16, 2016-17 & 2017-18 date of bids submission) should be either of the following
- 2.7.5 Three such type of AMC completed contracts each of contract value not be less than the amount equal to RS. 1,38,76,000/-

OR

2.7.6 Two such types of AMC contracts each of contract value not be less than the amount equal to RS. 2,08,14,000/-

OR

- 2.7.7 One such type of AMC contracts each of contract value not is less than the amount equal to RS. 2,77,52,000/-
- 2.7.8 Bidder is required to submit the details as per Form-L along with supporting documents as mentioned below:-

Certificate(s)/documents(s) of completion of the contract/work(s) issued by the authorized signatory of the contract/work awarding agency, mentioning:

- 2.7.9 Period of the contract/work and Amount paid for the contract/work.
- 2.7.10 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 as per Form-O.
 - <u>Turnover</u>: The bidder should have average annual financial turnover of RS **10,40,70,000**/- in last three financial years (2015-16, 2016-17 and 2017-18). The Bidder is required to present the data as per Form-Q along with supporting documents for last three years as mentioned below:-Audited profit and loss A/c and /or audited balance sheet showing the required turnover, certified by a Chartered Accountant with stamp and signature

OR

Complete Income Tax Return (ITR) showing the required turnover, certified by a Chartered Accountant with stamp and signature.

<u>OR</u>

Turnover statements are to be certified by a Chartered Accountant.

2.8 Format and Signing of Bids

- 2.8.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.8.2 All pages of the bid shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder pursuant to Form D, in token of acceptance of all the terms and conditions of the bidding documents.
- 2.8.3 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.

2.9 Submission of Bids

- 2.9.1 The Bidder shall, on or before the date and time given in the table under notice Inviting Bid of this RFP submits his Bid online on e-tendering website https://eproc.rajasthan.gov.in. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 2.9.2 Only 'Cost of Bid Document', 'Bid Security' and 'e- Bid Processing Fee' shall be submitted in originals in three separate sealed envelopes(in physical Form) mentioned following along with his Name and address mentioned on above envelopes respectively:
- 2.9.3 "COST OF BID DOCUMENT', Bid Reference No F2(18)/JMRC/O&S/S&T/AMC-002/2018-19, Comprehensive AMC of AFC & Telecom Peripherals of JMRC.
- 2.9.4 'BID SECURITY', Bid Reference No F2(18)/JMRC/O&S/S&T/AMC-002/2018-19, Comprehensive AMC of AFC & Telecom Peripherals of JMRC.
- 2.9.5 'E-BID PROCESSING FEE', Bid Reference No F2(18)/JMRC/O&S/S&T/AMC-002/2018-19, Comprehensive AMC of AFC & Telecom Peripherals of JMRC.
- 2.9.6 The above envelopes to be submitted before date and time as per schedule mentioned in the table under Notice Inviting Bid of this RFP at the address mentioned below:

To, ED/S&T/JMRC, Jaipur Metro Rail Corporation Limited, 3th Floor, Admin Building, Mansarovar Depot, Bhrigu Path Jaipur 302020

- 2.9.7 Bid Security, e- Bid Processing Fee and cost of Bid document submitted after due date and time shall not be accepted and online Bids of such Bidders shall liable to be rejected summarily.
- 2.9.8 JMRC will not be responsible for Bid Security; e- Bid Processing Fee and Cost of Bid Document delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission.
- 2.9.9 Any Bid not accompanied by valid Bid Security, e- Bid Processing Fee and Cost of Bid Document in acceptable Form will be liable to be treated as being non- responsive & shall be rejected.

2.9.10 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.

Utmost care to be 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.

A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) 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 Annexure/Forms duly filled. DD/BC/BG and all the required document in support of eligibility, EMD/Bid security, Bid fee and e-Bid processing fee and other documents as per Form-A of this bid document.

Apart from being digitally signed, all the documents should be physically signed and stamped on each page by the authorized representative of the Bidder.

Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Bid shall be summarily rejected.

b) Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per Form-P (BOQ). Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST will be reckoned on the base of invoice rising to JMRC.

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 (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
- iii. Fill Bidder's Name and relevant prices as asked in column 13 of BOQ in down loaded Financial Bid Format as specified (in XLS/ XLSX Format only or modify accordingly).

- iv. Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and remember its name & location and upload correct file (duly filled in).
- 2.9.11 The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.
- 2.9.12 The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.10 Cost & Language of Bidding

- 2.10.1 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.
- 2.10.2 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.

2.11 Alternative/ Multiple Bids

2.11.1 Alternative/ Multiple Bids shall not be considered at all.

2.12 Deadline for the submission of Bids

2.12.1 Bids shall be submitted online till the time and date specified in the NIB.

2.13 Receipt and Custody of Bids

2.13.1 The bids shall be submitted online as per the schedule mentioned in the table under Notice inviting Bid of this RFP along with the physical deposition of Cost of Bid document, e-tender processing fee and EMD/Bid security in the originals at Room No. 317, 3rd Floor, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur-302020 in a manner as specified in this RFP.

2.14 Withdrawal, Substitution, and Modification of Bids

- 2.14.1 Except where expressly permitted by these instructions, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the JMRC and submitted by the Bidder with or as part of his Bid
- 2.14.2 The Bid submitted online will be taken as a final Bid.
- 2.14.3 No Bid shall be allowed to be modified by the Bidder after the deadline for submission of Bids

2.15 **Opening of Bids**

- 2.15.1 The Bids will be opened online on website at the time, date and place as specified in the Notice Inviting Bids 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 an attendance sheet / 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.
- 2.15.2 Only Technical Bids will be opened first and Jaipur Metro Rail Corporation (JMRC) will evaluate technical Bids as per criteria set forth in this RFP document.
- 2.15.3 Bidders can also see the Technical Sheets (check-list) of other Bidders after completion of opening process by logging into the web-site.
- 2.15.4 Financial Bids will remain unopened until the time of opening of the Financial Bids.
- 2.15.5 The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bid shall be communicated to technically qualified Bidders through state e-procurement website. The technically qualified Bidders may attend the opening of the Financial Bid, if they so desire.
- 2.15.6 The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The Bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial 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.

2.16 Selection Method

- 2.16.1 The selection method is Least Cost Based Selection (LCBS) as detailed below:
- 2.16.2 The bid will be opened on scheduled time and date as per NIB.
- 2.16.3 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.
- 2.16.4 The contract will be award to most advantageous responsive bidder of financial bid (L1) among technical responsive Bidders.

2.17 Clarification of Bids

- 2.17.1 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.
- 2.17.2 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.

Name & Signature of the Bidder along with Seal

- 2.17.3 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.
- 2.17.4 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.
- 2.17.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.18 Evaluation of Bids

2.18.1 Preliminary Examination of Bids

- 2.18.1.1 Envelopes containing Bid security, Cost of Bid documents and e-Bid Processing fee will be opened first. Bids of those Bidders who have not submitted valid Bid security, e-Bid Processing fee and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.
- 2.18.1.2 On opening of the Bids, JMRC will first check the Bid Security, e-Bid Processing Fee and cost of Bid documents through online mode by cross verifying with the hardcopy submitted. If the documents do not meet the requirements of Bid, a note will be recorded accordingly by the Bid Opening Authority and if any deviation found then Bid will be summarily rejected.
- 2.18.1.3 Further 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 submitted, sealed and signed, as per the requirements listed in the bidding document;
 - b. Bid is valid for the period, specified in the bidding document;
 - c. Bid is unconditional and the Bidder has agreed to give the required perFormance security and;
 - d. Other conditions, as specified in the bidding document are fulfilled.

2.18.2 Determination of Responsiveness

- 2.18.2.1 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.
- 2.18.2.2 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.
- 2.18.2.3 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.
- 2.18.2.4 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.
- 2.18.2.5 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.

2.18.3 Non-material Non-conformities in Bids

- 2.18.3.1 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.
- 2.18.3.2 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.
- 2.18.3.3 The bid evaluation committee may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the Bidder under above.
- 2.18.3.4 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.
- 2.18.3.5 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;
- 2.18.3.6 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.
- 2.18.3.7 The rates quoted by L1 (overall) Bidder shall be accepted as the Bid rates.

2.19 Negotiations

- **2.19.1** Negotiations may, however, be undertaken with the lowest Bidder or most advantageous bidder, when the rates when ring prices have been quoted by the bidders for the subject matter of procurement; or when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- **2.19.2** The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- **2.19.3** The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).
- **2.19.4** 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.
- **2.19.5** 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.
- **2.19.6** In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.19.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.20 Correction of Arithmetic Errors in Financial Bids:

- **2.20.1** The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- **2.20.2** 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;
- **2.20.3** 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.

2.21 Acceptance of the successful Bid and Issuance of LOA

- **2.21.1** Prior to the expiry of the period of validity of the bid, the successful bidder shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- **2.21.2** Upon receipt of the 'LOA', the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory within 3 working days from the date of issue of LOA and submit the performance security deposit as specified in the NIB within 15 days from the date of issue of LOA.
- **2.21.3** Contract Agreement on a non-judicial stamp paper of appropriate value as per stamp act, as per Format at Form N shall be executed between the successful bidder and JMRC within 20 days of issue of LoA and shall be subsequent to the successful reception of the performance security deposit by JMRC. The original copy of the agreement shall be retained by JMRC and the copy shall remain with agency.
- **2.21.4** The selected bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- **2.21.5** Till the signing of the Contract Agreement, the LoA shall Form a binding contractual agreement between JMRC and the successful bidder as per terms of this RFP.
- **2.21.6** The cost of stamp duty for execution of Contract agreement and any other related legal documentation charges / incidental charges shall be borne by the successful bidder only.
- **2.21.7** 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 the above clause. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
- **2.21.8** If the bidder fails 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 may result in forfeiture of the Earnest Money Deposit (Bid Security) in part, or in full at the discretion of JMRC.

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

2.22.1 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 RTPP Act and Rules.

2.23 **Performance Security Deposit**

2.23.1 Prior to singing of contractor agreement, Performance security shall be solicited from successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- **2.23.2** The amount of performance security shall be 10% of the amount of supply order in case of procurement of goods and services.
- 2.23.3 Performance security shall be furnished in any one of the following Forms: -
- **2.23.4** Bank Draft or Banker's Cheque of a scheduled bank;
- **2.23.5** Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security.
- **2.23.6** Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- **2.23.7** Performance security furnished in the Form specified in clause 2.23.4, 2.24.5 above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- **2.23.8** 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/work satisfactorily.
 - c) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- **2.23.9** Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- **2.23.10** No interest shall be payable on the Performance Security Deposit.

3 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

3.1 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.

3.2 Payment Terms and Schedule

3.2.1 Payment schedule: - Payments to the Contractor, after successful completion of the specified work as per PO/LOA, would be made as under: -

| Milestones | Deliverables | Payment Schedule |
|----------------------------|---|------------------|
| 1 st Milestones | Comprehensive AMC of AFC & Telecom Peripherals of JMRC | Quarterly |

- 3.2.2 The Contractor shall raise and invoice after the end of a quarter for the work done in the quarter.
- 3.2.3 The Payment for the AMC service will be paid quarterly on submission of the bills certified by the representative of the JMRC with regard to satisfactory execution of the contract service during the period for which the bill is claimed. After every quarter service engineer shall take Satisfactory Performance Certificate from JMRC representative.
- 3.2.4 The payments will be made, after submission of an invoice or request for payment by the supplier/ Contractor.
- 3.2.5 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 3.2.6 All remittance charges will be borne by the supplier/ Contractor.

4 Scope of Work (SOW)

AMC services under the SOW of this RFP covers all equipments i:e Servers, Workstations, Switches, Router and renewal of Oracles & Symantec antivirus licence of various AFC system & Telecom Systems installed at the 09 metro stations & OCC of Jaipur Metro.

The category wise services to be provided under the AMC are as:

4.1 Servers, Workstations, Switch and Router as per Annexure-A

The Major Corrective/Breakdown Maintenance includes Labour, Spare Parts and On Site Support as a minimum and it includes anything that would be required to complete the corrective/breakdown maintenance and to make the system healthy in all aspects. The same is to be carried out any time during 24 x 7 x 4* inclusive of all Sundays & Holidays. It covers the attention of all type of major Failures/Breakdown, which includes Repair/Replacement of Assemblies, Sub- Assemblies, and Components etc. JMRC will log the complaint 24X7 any time, seven days of week in which all holidays are covered and the response is to be given within 1 hour.

The list of Servers, Workstations, Switch and Router those are to be covered under this type services is attached at annexure 'A'.

The time frame for failure attended & rectified is as:

| a) Response Time (Max.) | - | 01 hours (T) from call log. |
|--|---|-------------------------------|
| b) Fault Attending Time (Max.) | - | 02 hours (T+1) from call log. |
| c) Rectification/Replacement Time (Max.) | - | 04 hours (T+3) from call log. |

(*24x7x4 means - 24 Hrs 7 Days of Week and Service & replacement will be provided in 4 Hrs).

Note: - It shall be the liability of the bidder contact/deal with the OEM for all the Service and Support for JMRC during the Contract Period.

4.2 Servers, Workstations, Switch and Router as per Annexure-B

The minor Corrective/Breakdown Maintenance include Labour, Spare Parts and On Site Support as a minimum and it includes anything that would be required to complete the corrective/breakdown maintenance and to make the system healthy in all aspects. The same is to be carried for 24 Hrs 7 Days of Week and the response will be given within 60 hrs from the call log. Inclusive of Repairing and Replacement of all Spares/Components and all other associated accessories, which are covered otherwise, and attention of all defects other than major defects.

The list of Servers, Workstations, Switch and Router those are to be covered under this type services is attached at annexure 'B'.

The time frame for failure attended & rectified is as:

| a) Response Time (Max.) | - | 02 hours from call log. |
|--|---|-------------------------|
| b) Fault Attending Time (Max.) | - | 60 hours from call log. |
| c) Rectification Time /Replacement Time (Max.) | - | 96 hours from call log. |

(*24x7x4 means - 24 Hrs 7 Days of Week and Service & replacement will be provided in 4 Hrs).

Note: - It shall be the liability of the bidder contact/deal with the OEM for all the Service and Support for JMRC during the Contract Period.

4.3 Oracle and Symantec:

- 4.3.1 The Bidder shall perform the renewal of the license of Oracle and Symantec antivirus as per annexure 'C' from the date to be mentioned at the time of issuance of LOA for 3 years period. The license should be got renewed within one month from the issuing of LOA.
- 4.3.2 It shall be the liability of the bidder to maintain the validity of this renewed license and contact/deal with the OEM for all the Service and Support for JMRC during the Contract Period.
- 4.3.3 Anything that would be required to complete the renewal of license in the beneficiary of JMRC will be covered under this scope of work and the cost of this account will be borne by bidder.
- 4.3.4 All the credentials to this renewal shall be submitted to JMRC immediate to the successful renewal.
- 4.3.5 The list renewal of the licence of Oracle and Symantec antivirus is attached at annexure 'C'

4.4 General Conditions:

- 4.4.1 The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.
- 4.4.2 All Transport and Manpower, Testing instruments etc required for & corrective maintenance shall be arranged by the contractor. No Transport shall be supplied to contractor by EM-PLOYER.
- 4.4.3 The work is to be carried out under the permission of EMPLOYER' representative only.
- 4.4.4 In case, faulty equipment cannot be rectified within the stipulated time frame, the contractor shall provide a suitable substitute before the expiry of the above said time frame.

- 4.4.5 In case of replacement, the part must be of same or similar brand (branded & genuine). The documentary proof to this effect shall be submitted and its record must be available in the fault report for verification by JMRC representative. The contractor shall exhibit the defective nature of the hardware component to the representative of JMRC before removing the subject component. The information about the replaced hardware (which needs to be sent to the Firm's Service centre, if cannot be repaired in JMRC) must be available with JMRC through fault report monitoring.
- 4.4.6 The AMC shall include both hardware and Software.(Note: Software means telephonically support regarding OS/Antivirus/Oracles).
- 4.4.7 If any failure is not resolved within above mentioned time frame then a stand by unit (with same configuration or above) should be provide by the Contractor to the user or make alternate arrangements so that the user's call is resolved. If the call is resolved, the same shall be certified by the JMRC user's signature in the fault report. The fault report shall contain fault description, call Id, status of fault i.e. whether rectified or pending, description of rectification performed, detail of replaced item (if any) as specified in point 4 above as a minimum.
- 4.4.8 Penalty will be imposed as per clause 6 for if failure is not resolved in the time stipulated in this Bid and a Standby unit is not provided.
- 4.4.9 In case of breakdown of any equipment for which replacement is not available in market. Contractor will be liable to replace existing part with equivalent alternative available in market. No extra cost will be paid by JMRC on this account. In such case the contractor shall get the equivalent alternatives approved by JMRC representative before replacement.
- 4.4.10 The Contract period for the AMC of the servers/validity of the license for Symantec & Oracle supports which are existing under AMC/Validity shall commence as per clause 4.3.1.
- 4.4.11 The other terms & conditions that deems fit to the bidder may be submitted along with the Bid. On review the same, it will be JMRC discretion to include or not to include as the Bid conditions.

5 Other Terms and Conditions:

5.2.1 Equipment to be repaired outside JMRC premises:

Any equipment that could not be repaired at JMRC premises/ offices may be transported by Contractor their workshop for repairs. All related cost will be borne by the Contractor. The movement of such Equipments shall be governed by JMRC's Security procedures.

5.2.2 Loss on Contractor's account: The contractor shall be liable for any loss which JMRC may sustain due to damage to the equipment/ loss of service, on account of omissions/ commissions done by the contractor.

- **5.2.3** The contractor should take necessary measures to cover any loss or damage caused to person or property as a consequence of any action done by the contractor. JMRC shall not be liable for any claims in any such case. Further JMRC shall not be liable for similar, claims on account of the contractor's representatives suffering any loss or damage to person or property. JMRC will not take any responsibility towards insurance and other such liability.
- **5.2.4** Security procedures at JMRC: The contractor personnel will follow all security procedures as prescribed by JMRC from time to time, for entry of personnel or bringing in or taking out material.
- **5.2.5 Risk of Loss or damage to JMRC property:** The Contractor shall make sure that no harm or damage is made to JMRC properties and assets while executing the scope of work of this RFP. The performance security/payment shall be forfeited or shall be refunded/made only after making the adjustments for any such damage made by the contractor and his staff.

6 Penalty

Penalties shall be levied in case failures are not attended in stipulated time as specified below. Penalty shall be deducted from the AMC charges.

| S.No. | Description | | Penalty | |
|-------|---|--|---|---|
| 1. | For attending and rectifica- tion of failures (time to be taken from time of informa- tion given through email, SMS, Phone etc) | | | |
| | For Serv- ers, Work- stations, Switch and Router as per An- nexure-A | For Serv- ers, Work- stations, Switch and Router as per An- nexure-B | For Serv- ers, Work- stations, Switch and Router as per An- nexure-A | For Serv- ers, Work- stations, Switch and Router as per An- nexure-B |
| a) | Rectifica- tion/Replac ement time up to 1 day | Rectifica- tion/Replac ement time up to 1 hour | Rs. 500/- per day | Rs. 500/- per hour |
| b) | 2 day to 5 days | 2 hour to 5 hour | Rs. 1000/- per day | Rs. 1000/- per hour |
| c) | After 5 days | After 5 hour | Rs. 2000/- per day | Rs. 2000/- per hour |
| 2. | Maximum Penalty | Maximum Penalty | 10% of AMC Val- ue | 10% of AMC Val- ue |

Any failures/defects observed in the system during the currency of the AMC shall have to be rectified by the contractor before the completion certificate for AMC is issued.

Asset Management

7

Maintenance of Asset Management shall include, but not limited, to the following as minimum: Upon award of the Contract, the Contractor shall undertake physical verification essentially during handing over & taking over. This involves the following activities: (a) Physical survey of existing Hardware Assts as per attached annexure A, B & C (b) Identify the equipment by pasting an code / sticker on the equipments (c) Updating of AFC & Telecom Hardware Asset inventory as and when required (d) Maintenance of AFC & Telecom Hardware Asset Inventory on routine basis

8 JMRC staff association:

JMRC shall have the right to associate its personnel with the entire work in all its phases with a view to develop their skills and understanding of systems. The contractor shall provide such personnel with all necessary information and facilities. The fact that some JMRC staff is associated with the contractor shall in no way reduce the responsibility of the contractor in any manner whatsoever.

9 Working space:

JMRC shall give the contractor full access to the system to enable the contractor in obtaining, necessary information on problems encountered during operation.

10 Normal Contract Completion:

- **10.1** The obligations, under this contract, shall be (if JMRC does not invoke other clauses under this contract to terminate the agreement) as per clauses detailed elsewhere in this document.
- 10.2 On contract completion, both the parties shall return to the other, all the equipment of the other taken over by each at the time of commencement/ during the contract, in the same condition and free from any defects. Each party shall assist the other in the orderly completion of the agreement for the non disrupted continuance of functioning of the other party.
- **10.3** After the conclusion of the contract, JMRC will issue a certificate of cessation of obligations of contractor under this agreement, which will be a conclusive evidence of cessation of all obligations of the contractor.
- **10.4** After the completion of the contract, all the Warranty/Guaranty (If any) shall be handed over to JMRC (In the name of JMRC).

11 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: -

- 11.1 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
- 11.2 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
- 11.3 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.
- 11.4 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.

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.

12 BID FORMS

12.1 Form A: Form of Bid

Note:-

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

Name of Work:

То

General Manager (S&T), Jaipur Metro Rail Corporation Limited, Room no.-314,3nd Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to 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 F2 (18)/JMRC/O&S/S&T/AMC-002/2018-19 or such other sum as may be ascertained in accordance with the said conditions.

| 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 | 2. | | | Name of the Bidder | 1 |
|---|----------|----|-----|--|---|
| 4 Address, Phone numbers, Fax No. and e-mail of Au- thorized signatory | 3. 4. | | | Name and Designation of Authorized signatory | 2 |
| 4 thorized signatory | 5. | | | Registered Office Address of Bidder | 3 |
| | 6. 7. | | | | 4 |
| 5 Checklist Yes NO | 8. 9. | NO | Yes | Checklist | 5 |

- 2. We acknowledge that the Appendix Forms an integral part of the Bid.
- 3. We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the LOA.
- 4. If our Bid is accepted, we will furnish performance security as per BID documents Clause 2.2.
- 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.

Name & Signature of the Bidder along with Seal

- 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 noncompliant 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 thisday of2018 |
|---|
| Signature |
| Name in the capacity of |
| Duly authorized to sign Bids for and on behalf of |
| Address |
| |
| Witness – Signature |
| Name |
| Address |
| Occupation |

12.2 Form: B Bidder's Profile

| Name & Address of The Bidder | |
|--|--|
| | |
| Location of Corporate Head Quarters | |
| Details of Contact person (Name, designa- tion, address etc.) Telephone Number, Fax Number, e-mail | |
| Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the Company | |
| Is the firm registered with sales tax de- partment? If Yes, submit valid sales tax registration certificate. | |
| Number of offices in Rajasthan and in In- dia | |
| Authorised Signatory | |
| GSTIN Number with enclosed certificate | |
| PAN Details with copy of PAN Card | |
| Details of court litigations, including (but not limited to) – 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. Has any Company/ Institution / PSU/JMRC filed any claim/case against you, if so, furnish full details. Has any of your customer or clients filed any case against you in a court? If so, fur- nish details. | |

12.3 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 Comprehensive AMC of AFC & Telecom Peripherals of JMRC. Bid No.F2 (18)/JMRC/O&S/S&T/AMC-002/2018-19 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 said will the Bank 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 ______days from the date of signing. (The initial period for which this Guarantee will be valid must be 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above Para, it is understood that the Bank will extend this

Name & Signature of the Bidder along with Seal

Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor

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

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

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

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

| For and on behalf of the | Bank. |
|--------------------------|-------|
| For and on behalf of the | Bank |

| Signature | of | authorized | Bank | official |
|-------------------|---------|------------|------|----------|
| Name: | | | | |
| Designation: | | | | |
| I.D. No. : | | | | |
| Stamp/Seal of the | e 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 |

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

To,

General Manager (S&T)

Jaipur Metro Rail Corporation

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

Bhrigu path, Mansarovar, Jaipur - 302020

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

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

Thanking you,

| Name of the Bidder: - |
|-----------------------------|
| Verified Signature: |
| Authorized Signatory: - |
| Seal of the Organization: - |
| Date: |
| Place: |

12.5 Form E: FORMAT OF POWER OF ATTORNEY

| Know all a | nen by th | ese present | s, we, | | | | (Name |
|--|-------------|--------------|--------------|------------------|--------------|------------------|----------------|
| of th | ie E | Bidder | firm), | having | our | registered | office |
| at | | | | | | do hereby | irrevocably |
| constitute, | nominate, | appoint an | d authorise | e Mr./Ms | | | son |
| /daughter o | of Shri | | | | | | and pre- |
| sently resi | ding at | | •••••• | | | , who is pr | esently em- |
| ployed | with | us | and | holding | the | positio | on of |
| | | | | | , as our | true and law | ful attorney |
| (hereinafte | r referred | to as the "A | Attorney") | to do in our na | me and on | our behalf, a | Ill such acts, |
| deeds and | things as | are necessa | ry or requi | red in connecti | on with or | incidental to | submission |
| of our Bi | d for "Co | omprehensi | ve AMC | of AFC & Te | elecom Per | ripherals of | JMRC.(F2 |
| (18)/JMRC | /O&S/S&' | Г/АМС-002 | 2018-19 D | ated: |) : | including but | not limited |
| to signing and submission of all applications, Bids and other documents and writings, partici- | | | | | | | |
| pate in Bidders and other conferences and providing information / responses to the Authority, | | | | | | | |
| representin | g us in al | l matters be | efore the A | uthority, signin | g and exe | cution of all | contracts in- |
| cluding the | e Contract | Agreemen | t and unde | rtakings conseq | juent to ac | ceptance of c | our Bid, and |
| generally d | lealing wit | th the Auth | ority in all | matters in conr | nection wit | h or relating | to or arising |
| out of our | Bid for the | e said Proje | ct and/or u | pon award there | eof to us an | nd/or till the e | entering into |
| of the Cont | tract Agre | ement with | the Author | rity. | | | |

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.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

Name & Signature of the Bidder along with Seal

1. XXX

2. ABC

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.

12.6 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, Bhrigu path, Mansarovar, Jaipur – 302020 In response to the NIB Ref. No. dated for {Project Director/ Auth. Sign. Title}, Owner/ Partner/ of as an , I/ We hereby declare that presently our Company/ , at the time of bidding,: firm

- 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: _____

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

To,

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

CERTIFICATE

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

12.8 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.

12.9 Form-I (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;

| Signature o | f bidder |
|-------------|----------|
|-------------|----------|

Name

Place:

Date:

Designation:

Address:

12.10 Form-J (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 Managing Director, JMRC, JAIPUR.

1. Filing an appeal

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

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

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

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

4. Appeal not to be in certain cases

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

(a) determination of need of procurement;

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

5. Form of Appeal

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

6. Fee for filing appeal

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

7. Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. Hear all the parties to appeal present before him; and
- ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

12.11 Form-K: [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:....

7. Prayer:....

.....

| Place | | |
|--------|----------|------|
| 1 Iacc | •••• | |

Date

Appellant's Signature

12.12 Form-L: WORK EXPERIENCE

| S. No. | Period (From- To) | Detail of work han- dled | Total cost of work in Rs. | Reference No. of work or- der/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.

12.13 Form-M: BANK DETAILS

Beneficiary Name:

Beneficiary Address:

| Line 1 | |
|----------------|----------|
| | |
| | |
| Line 2 | |
| | |
| | |
| District/ City | State UT |
| | |
| Pin Code | Tele/Fax |
| r in Code | Tele/Fax |
| | |
| Mobile Alert | · |
| | |
| | |
| 1 | |
| | |
| - | |
| 2 | |
| | |
| | 1 |

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 natory of Bidder.

Stamp & Signature of Authorized Sig-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.

12.14 Form-N: CONTRACT AGREEMENT

CONTRACT NO. Dated.....

WHEREAS the Contractor has offered a Bid for '**Comprehensive AMC of AFC & Telecom Peripherals of JMRC**' 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 '**Comprehensive AMC of AFC & Telecom Peripherals of JMRC**' 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 'COMPREHENSIVE AMC OF AFC & TELECOM PERIPHERALS OF JMRC' 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. 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:

GM/S&T/JMRC,

Jaipur Metro Rail Corporation Limited,

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

Mansarovar Depot,

Bhrigu 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.

Name & Signature of the Bidder 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

12.15 Form-O: Black list certificate

We hereby certify that our organization has neither been black listed nor our contracts have been terminated /foreclosed by any company/ Government Department / Public Sector organization during last 3 financial years ending 31.03.2018 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations or any other reason.

Note: Additional pages, duly signed may be attached wherever necessary.

12.16 Form-P: BILL OF QUANTITIES (BOQ)

FINANCIAL BID FORM

The above image is for reference purpose. Actual BoQ is available at https://eproc.rajasthan.gov.in

| | ork: Comprehensive AMC of AFC & Telecom perij | herals to | JMRC | | | | | | |
|---------------------------------------|---|------------------------|------------|---------------------|--|---------------|---|--|---|
| | o: F2(18)/JMRC/O&S/S&T/AMC-002/2018-19 | | | | | | | | |
| ame of e Bidder/ idding rm / | | | | | | | | | |
| (This BOG | (DC) template must not be modified/replaced by the b | idder and l | the same s | - RATES hould be | | filling the | | | r is liable to be rejected for this tende |
| IUMBER | TEXT 🛊 | TEXT 🛔 | NUMBE | TEXT 🕴 | NUMBER 🕴 | NUMBE R | NUMBER 🕴 | NUMBER 🕴 | TEXT 🛊 |
| SI. No. | Item Description | ltem Code / Make | Quantity | Units | BASIC RATE In Figures To be entered by the Bidder in Rs. P | GST Amount | TOTAL AMOUNT Vithout Taxes col (13) = (4) x | TOTAL AMOUNT Vith Taxes col (14) = sum (8) to (13) | TOTAL AMOUNT in Vords |
| 1 | 2 | 3 | 4 | 5 | 7 | 9 | 13 | 14 | 15 |
| 1 | Comprehensive AMC of AFC & Telecom peripherals (Rate for 3 years) | | | | | | | | |
| | Comprehensive AMC for the AFC Server, | | 100 | Nos | | | 0.00 | 0.00 | INR Zero Only |
| 1.01 | Workstation, Router & Switch listed at annexure 'A' for the Scope of Work listed down in BID | item1 | 1.00 | a a | | 3 7 | | | |
| 1.01 1.02 | Vorkstation, Router & Switch listed at annexure 'A' for the Scope of Work listed down in BID Comprehensive AMC for the Telecom Server & Workstation listed at annexure 'B' for the Scope of Work listed down in BID | item1 item2 | 0.00 | Nos | | | 0.00 | 0.00 | INR Zero Only |

Note:

1. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, contractor's profit and establish-ment/overheads, all risks and

other obligations set out or implied in the contract, complete as re-quired excluding GST which is being considered in BOQ separately. The effective rate of GST will be reckoned on the base of invoice rising to JMRC.

2. The Criteria of evaluation shall be overall L1 for the above BOQ price at mentioned in total in figures at Column 13 as mentioned in the scope of works of this RFP.

3. Declaration vides Form: F is to be compulsorily submitted along with bid document.

Signature of firm's representative

(With seal of firm)

12.17 Form-Q: Turnover

| S. No. | Financial Year | Turnover Lacs) | (Rs. | In |
|-----------|---------------------------------------|-------------------|------|----|
| 1 | 2015-16 | | | |
| 2 | 2016-17 | | | |
| 3 | 2017-18 | | | |
| | E TURNOVER FOR ABOVE NANCIAL YEARS | | | |

Turnover statements are to be certified by a Chartered Accountant.

Date

Place

Designation

Seal of Authorised Signatory (bidder)

Name & Signature of the Bidder along with Seal

Signature

Name

12.18 CHECK LIST

| S. | Duon and mill contain the fall de | Whether |
|-----|--|----------|
| No. | Proposal will contain the following documents : | enclosed |
| | All pages of this RFP along with all Annexure/Forms duly signed by the Authorized Signatory of the Bidder firm separately (as asked in RFP) | Yes/No |
| | Form A : Form of Bid | Yes/No |
| | Form B: Bidder's Profile duly filled and signed | Yes/No |
| | Form D : Bidder's Authorization Certificate | Yes/No |
| | Form E : Power of Attorney | Yes/No |
| | Form F: Self-Declaration | Yes/No |
| | Form G: Certificate Of Conformity/No Deviation | Yes/No |
| | Form- H, Annexure A Compliance with the Code of In- tegrity and No Conflict of Interest | Yes/No |
| | Form-:I, Annexure-:B Declaration by the Bidder regard- ing Qualifications | Yes/No |
| | Form-:J, Annexure-:C Grievance Redressal during Pro- curement Process | Yes/No |
| | Form-:L, Work Experience | Yes/No |
| | Form-:M, Bank Details | Yes/No |
| | Form: O, Undertaking of not being blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). | Yes/No |
| | Cost of Bid document(DD/Banker Cheque) | Yes/No |
| | Bid Security (DD/Banker Cheque) | Yes/No |
| | e-Bid Processing fee (DD/Banker Cheque) | Yes/No |
| | Financial Bid Form duly filled in and signed | Yes/No |
| | Financial Bid/BOQ | Yes/No |

| | | | | | Annexure 'A' | |
|--------|---------------------------|---|----------------|-------------|----------------|----------------------------|
| S. No. | Product No. | Server Details | DEVICE MAKE | Serial No | Location | Warranty Expiry Date |
| 1 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SN | Backup Server | 31.03.2019 |
| 2 | 665553-B21 | HP DL380p Gen8 8-LFF CTO Server | HP | SGH308N2S3 | DB Server 1 | 31.03.2019 |
| 3 | 665553-B21 | HP DL380p Gen8 8-LFF CTO Server | HP | SGH308N2S1 | DB Server 2 | 31.03.2019 |
| 4 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SM | WAS server | 31.03.2019 |
| 5 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2S6 | HSM | 31.03.2019 |
| 6 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SA | RAS | 31.03.2019 |
| 7 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SD | AVM | 31.03.2019 |
| 8 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SE | Application | 31.03.2019 |
| 9 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2S9 | Report | 31.03.2019 |
| 10 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2S5 | Web | 31.03.2019 |
| 11 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | НР | SGH308N2SF | Bank Interface | 31.03.2019 |
| 12 | 594869-371 | HP ML350T06 E5620 1P SFF Base AP Svr | НР | CN72190CVW | NMS | 31.03.2019 |
| 13 | | Tape Library | НР | MXA307Z035 | СС | 31.03.2019 |
| 14 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | НР | SGH308N2SS | CDPE SC | Expired |
| 15 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | НР | SGH308N2SV | MRSN SC | Expired |
| 16 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | HP | SGH308N2SX | SMNR SC | Expired |
| 17 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | НР | SGH308N2T2 | SICP SC | Expired |
| 18 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | HP | SGH308N2T6 | NAMT SC | Expired |
| 19 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | HP | SGH308N2T8 | CLJP SC | Expired |
| 20 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | HP | SGH308N2TE | MSOR SC | Expired |
| 21 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | HP | SGH308N2TH | RMNR SC | Expired |
| 22 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | HP | SGH308N2T0 | VKVR SC | Expired |
| 23 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | HP | SGH308N2TA | STORE(NEW) | Expired |
| 24 | PRODIANT DL370 G6 | TCS SERVER | НР | CZJ24402PF | occ | Expired |
| 25 | PRODIANT DL370 G6 | TCS2 SERVER | HP | CZJ2450F76 | осс | Expired |
| 26 | PROLIANT DL 360e GEN 8 | OCC SERVER 1 | HP | CZ3314B8TL | осс | Expired |
| 27 | PROLIANT DL 360e GEN 8 | OCC SERVER 2 | HP | CZ3314B8TM | осс | Expired |
| 28 | | ROUTER | CISCO | FOX1716GZKJ | OCC | Expired |
| 29 | J9019B | SWITCH-24 PORT | HP | CN246FW1FG | OCC | Expired |
| 30 | | FIREWALL | CISCO | FCH1720J3R1 | OCC | Expired |
| 31 | 2911 | ROUTER | CISCO | FGL17231138 | MSOR | Expired |
| 32 | 2911 | ROUTER | CISCO | FGL172312LM | NAMT | Expired |
| 33 | 2911 | ROUTER | CISCO | FGL172312LJ | VKVR | Expired |
| 34 | 2911 | ROUTER | CISCO | FGL172312LH | SMNR | Expired |
| 35 | 2911 | ROUTER | CISCO | FGL170710DC | RMNR | Expired |
| 36 | 2911 | ROUTER | CISCO | FGL1723113A | CLJP | Expired |
| 37 | 2911 | ROUTER | CISCO | FGL172312LK | MRSN | Expired |

Comprehensive AMC of AFC & Telecom Peripherals of JMRC

| 38 | 2911 | ROUTER | CISCO | FGL17231137 | SICP | Expired |
|----|------|--------|-------|-------------|------|---------|
| 39 | 2911 | ROUTER | CISCO | FGL172312LL | CDPE | Expired |

| | | | | | Annexure 'B' | |
|--------|----------------|--|----------------|-----------------|-------------------------|---------------------------|
| S. No. | Product No. | Server Details | DEVICE MAKE | Serial No | Location | Warranty Ex- piry Date |
| 1 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | НР | SGH308N2S8 | HSM SDC | 31.03.2019 |
| 2 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | НР | SGH308N2SJ | WEB SERVER | 31.03.2019 |
| 3 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SK | Application SDC | 31.03.2019 |
| 4 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SL | WAS SDC | 31.03.2019 |
| 5 | 653200-B21 | HP DL380p Gen8 8-SFF CTO Server | HP | SGH308N2RY | Bank Inter- face SDC | 31.03.2019 |
| 6 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2S7 | DB1 SDC | 31.03.2019 |
| 7 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SB | RAS SDC | 31.03.2019 |
| 8 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SC | AVM SDC | 31.03.2019 |
| 9 | 669253-B21 | HP DL380e Gen8 8SFF CTO Server | HP | SGH308N2SH | REPORT SERVER SDC | 31.03.2019 |
| 10 | 664044-B21 | HP ML350e Gen8 Hot Plug 6LFF CTO Server | НР | SGH308N2SP | SDC SC MSOR | Expired |
| 11 | HP PRO 3330 | | HP | INA307WXZN | KIM | 31.03.2019 |
| 12 | HP PRO 3330 | | НР | INA307WXX9 | ws1 | 31.03.2019 |
| 13 | HP PRO 3330 | | НР | INA307WXXC | ws2 | 31.03.2019 |
| 14 | HP PRO 3330 | | HP | INA307WXXV | ws4 | 31.03.2019 |
| 15 | HP PRO 3330 | | HP | INA307WXX8 | ws3 | 31.03.2019 |
| 16 | HP PRO 3330 | | HP | INA307WXXG | ws5 | 31.03.2019 |
| 17 | HP PRO 3330 | | HP | INA307WXXF | ws6 | 31.03.2019 |
| 18 | HP PRO 3330 | | HP | INA307WXXP | ws7 | 31.03.2019 |
| 19 | HP PRO 3330 | | HP | INA307WXXM | ws8 | 31.03.2019 |
| 20 | HP PRO 3330 | | HP | INA307WXXL | ws9 | 31.03.2019 |
| 21 | HP PRO 3330 | | HP | INA307WXXD | ws10 | 31.03.2019 |
| 22 | HP PRO 3330 | | HP | INA307WXXR | SDC BIM | 31.03.2019 |
| 23 | HP PRO 3330 | | HP | INA307WXXK | SDC BIM | 31.03.2019 |
| 24 | HP PRO 3330 | | HP | INA307WXXB | SDC BIM | Expired |
| 25 | HP PRO 3330 | | HP | INA307WXXT | SDC CC GUI | Expired |
| 26 | HP PRO 3330 | | HP | INA307WXXQ | SDC | 31.03.2019 |
| 27 | HP PRO 3330 | | HP | INA307WXXN | SDC | 31.03.2019 |
| 28 | HP PRO 3330 | | НР | INA307WXYQ | CC DIM | 31.03.2019 |
| 29 | HP PRO 3330 | | НР | INA312YYVH | BIM 2 | Expired |
| 30 | HP PRO 3330 | | НР | INA312YYVL | BIM 1 | Expired |
| 31 | HP PRO 3330 | | НР | INA225WFM9 | SDC TOM | Expired |
| 32 | HP PRO 3330 | | НР | INA225WF55 | SDC TOM | Expired |
| 33 | HP PRO 3330 | | НР | INA229Y4DB | SDC TOM | Expired |
| 34 | HP PRO 3330 | | НР | INA307WXX6 | SDC CDPE SC | Expired |
| 35 | ML3310 Printer | | SAMSUNG | Z5R6B8GD1F00BNN | AFC printer | 31.03.2019 |

Name & Signature of the Bidder along with Seal

| 36 | ML3310 Printer | | SAMSUNG | Z5R6B8GD1F009TW | SDC PRINTER | 31.03.2019 |
|----|-----------------|----------------|---------|-----------------|---------------------|------------|
| 37 | Z8C9J044XDP0031 | CONSOLE (ATEN) | ATEN | Best Effort | SDC CON- SOLE | Expired |
| 38 | Z8C9B044XDK0030 | CONSOLE (ATEN) | ATEN | Best Effort | AFC CC CON- SOLE | Expired |
| 39 | HP PRO 3330 | | НР | INA307WXXY | Store | Expired |
| 40 | HP PRO 3330 | | НР | INA307WXXZ | CDPE TOM 0002 | Expired |
| 41 | HP PRO 3330 | | НР | INA307WXY1 | Store | Expired |
| 42 | HP PRO 3330 | | НР | INA307WXY3 | RMNR EFO 30 | Expired |
| 43 | HP PRO 3330 | | НР | INA307WXY4 | MRSN EFO 0030 | Expired |
| 44 | HP PRO 3330 | | НР | INA307WXY5 | SMNR EFO 30 | Expired |
| 45 | HP PRO 3330 | | HP | INA307WXY6 | CDPE EFO 30 | Expired |
| 46 | HP PRO 3330 | | HP | INA307WXY7 | CDPE TOM 0011 | Expired |
| 47 | HP PRO 3330 | | HP | INA307WXY9 | MSOR EFO 0031 | Expired |
| 48 | HP PRO 3330 | | НР | INA307WXYB | NAMT EFO 0031 | Expired |
| 49 | HP PRO 3330 | | HP | INA307WXYC | VKVR TOM 0011 | Expired |
| 50 | HP PRO 3330 | | НР | INA307WXYD | MSOR TOM 0011 | Expired |
| 51 | HP PRO 3330 | | HP | INA307WXYF | Store | Expired |
| 52 | HP PRO 3330 | | HP | INA307WXYH | NAMT TOM 0001 | Expired |
| 53 | HP PRO 3330 | | НР | INA307WXYJ | VKVR EFO 0031 | Expired |
| 54 | HP PRO 3330 | | НР | INA307WXYK | SMNR TOM 0011 | Expired |
| 55 | HP PRO 3330 | | НР | INA307WXYL | MSOR TOM 0001 | Expired |
| 56 | HP PRO 3330 | | НР | INA307WXYM | CDPE TOM 0012 | Expired |
| 57 | HP PRO 3330 | | HP | INA307WXYN | MSOR EFO 0030 | Expired |
| 58 | HP PRO 3330 | | НР | INA307WXYP | Store | Expired |
| 59 | HP PRO 3330 | | НР | INA307WXYR | Store | Expired |
| 60 | HP PRO 3330 | | НР | INA307WXYS | CLJP EFO 31 | Expired |
| 61 | HP PRO 3330 | | НР | INA307WXYT | Store | Expired |
| 62 | HP PRO 3330 | | НР | INA307WXYV | VKVR EFO 0031 | Expired |
| 63 | HP PRO 3330 | | НР | INA307WXYW | Store | Expired |
| 64 | HP PRO 3330 | | HP | INA307WXYX | MRSN EFO 0031 | Expired |
| 65 | HP PRO 3330 | | НР | INA307WXYY | Store (New) | Expired |
| 66 | HP PRO 3330 | | НР | INA307WXYZ | SICP TOM 0011 | Expired |

| 67 | HP PRO 3330 | HP | INA307WXZ1 | Store (New) | Expired |
|----|-------------|----|------------|------------------|---------|
| 68 | HP PRO 3330 | НР | INA307WXZ2 | Store | Expired |
| 69 | HP PRO 3330 | HP | INA307WXZ3 | SICP EFO 0031 | Expired |
| 70 | HP PRO 3330 | НР | INA307WXZ4 | NAMT EFO 0030 | Expired |
| 71 | HP PRO 3330 | НР | INA307WXZ5 | CLJP EFO 30 | Expired |
| 72 | HP PRO 3330 | HP | INA307WXZ6 | CDPE TOM 0001 | Expired |
| 73 | HP PRO 3330 | НР | INA307WXZ7 | Store | Expired |
| 74 | HP PRO 3330 | HP | INA307WXZ8 | MRSN TOM 0001 | Expired |
| 75 | HP PRO 3330 | HP | INA307WXZ9 | MSOR TOM 0012 | Expired |
| 76 | HP PRO 3330 | HP | INA307WXZC | NAMT TOM 0011 | Expired |
| 77 | HP PRO 3330 | HP | INA307WXZD | Store | Expired |
| 78 | HP PRO 3330 | HP | INA307WXZG | SICP TOM 0001 | Expired |
| 79 | HP PRO 3330 | HP | INA307WXZH | STORE | Expired |
| 80 | HP PRO 3330 | HP | INA307WXZJ | MRSN TOM 0011 | Expired |
| 81 | HP PRO 3330 | HP | INA307WXZK | SMNR TOM 001 | Expired |
| 82 | HP PRO 3330 | HP | INA307WXZL | Store | Expired |
| 83 | HP PRO 3330 | HP | INA307WXZM | MRSN TOM 0002 | Expired |
| 84 | HP PRO 3330 | НР | INA307WXZP | SMNR TOM 0031 | Expired |
| 85 | HP PRO 3330 | HP | INA307WXZQ | Store | Expired |
| 86 | HP PRO 3330 | HP | INA307WXZR | Store | Expired |
| 87 | HP PRO 3330 | НР | INA307WXZS | SICP EFO 0030 | Expired |
| 88 | HP PRO 3330 | НР | INA307WXZT | CDPE EFO 0031 | Expired |
| 89 | HP PRO 3330 | НР | INA307WXZV | RMNR TOM 0011 | Expired |
| 90 | HP PRO 3330 | НР | INA307WXZW | RMNR EFO 0031 | Expired |
| 91 | HP PRO 3330 | HP | INA307WXZY | Store | Expired |
| 92 | HP PRO 3330 | НР | INA307WXZZ | VKVR TOM 0001 | Expired |
| 93 | HP PRO 3330 | НР | INA307WY01 | CLIP TOM 001 | Expired |
| 94 | HP PRO 3330 | HP | INA307WY02 | Store (New) | Expired |
| 95 | HP PRO 3330 | HP | INA307WY03 | Store | Expired |
| 96 | HP PRO 3330 | НР | INA307WY04 | CLIP TOM 0011 | Expired |
| 97 | HP PRO 3330 | НР | INA307WXXX | SICP TOM 0012 | Expired |
| 98 | HP PRO 3330 | HP | INA307WXZ0 | RMNR TOM | Expired |

| | | | | | 001 | |
|-----|---------------------------|----------------------|------|--------------|------------------|---------|
| 99 | HP PRO 3330 | | НР | INA307WY00 | MSOR TOM 0002 | Expired |
| 100 | HP PRO 3330 | | HP | INA307WXZB | Store (New) | Expired |
| 101 | HP PRO 3330 | | HP | INA307WXY0 | Store (New) | Expired |
| 102 | | SERVER | HCL | A123AC473349 | OCC | Expired |
| 103 | PRODIANT DL370 G6 | AVLS SERVER | HP | CZJ2480D0Y | OCC | Expired |
| 104 | 3330 MICRO TOWER | CDRS A SERVER | HP | INA324RX7G | OCC | Expired |
| 105 | 3330 MICRO TOWER | CDRS B SERVER | HP | INA324RX7K | OCC | Expired |
| 106 | 3330 MICRO TOWER | RCW SERVER 1 | HP | INA324RX8C | OCC | Expired |
| 107 | 3330 MICRO TOWER | NMS SERVER | HP | INA324RX6S | OCC | Expired |
| 108 | 3330 MICRO TOWER | RCW SERVER 2 | HP | INA324RX8F | OCC | Expired |
| 109 | Z220 | RECORDING PAS SERVER | HP | CZC3101PW7 | OCC | Expired |
| 110 | PROLIANT DL 380e GEN 8 | HYDRAVISION SERVER | HP | CZ3314B8SP | осс | Expired |
| 111 | P200 | STORAGE SERVER | HP | CN8304M179 | OCC | Expired |
| 112 | PROLIANT DL 180 G 6 | FOTS NMS SERVER | HP | SGH242E4YF | осс | Expired |
| 113 | PROLIANT ML10 | SERVER MAIN | HP | 7CE436P1VN | OCC | Expired |
| 114 | PROLIANT ML10 | SERVER REDUNDANT | HP | 7CE435P1VU | OCC | Expired |
| 115 | Z220 | STATION SERVER | HP | CZC3104651 | MSOR | Expired |
| 116 | Z220 | RECORDING SERVER | HP | CZC3104654 | MSOR | Expired |
| 117 | T3600 | SCR Server | DELL | HPXKBX1 | MSOR | Expired |
| 118 | T3600 | PCR Server | DELL | 8SXKBX1 | MSOR | Expired |
| 119 | POWEREDGE R520 | NVR MAIN | DELL | 78QKBX1 | MSOR | Expired |
| 120 | POWEREDGE R520 | NVR REDUNDANT | DELL | FLXKBX1 | MSOR | Expired |
| 121 | Z220 | STATION SERVER | HP | CZC3124VKX | NAMT | Expired |
| 122 | Z220 | RECORDING SERVER | HP | CZC3104656 | NAMT | Expired |
| 123 | T3600 | SCR Server | DELL | DSXKBX1 | NAMT | Expired |
| 124 | T3600 | PCR Server | DELL | 3TXKBX1 | NAMT | Expired |
| 125 | POWEREDGE R520 | NVR MAIN | DELL | 97QKBX1 | NAMT | Expired |
| 126 | POWEREDGE R520 | NVR REDUNDANT | DELL | 68QKBX1 | NAMT | Expired |
| 127 | HP Z220 CMT | STATION SERVER | HP | CZC3101PW2 | VKVR | Expired |
| 128 | HP Z220 CMT | RECORDING SERVER | HP | CZC31240C7 | VKVR | Expired |
| 129 | T3600 | SCR Server | DELL | 4SXKBX1 | VKVR | Expired |
| 130 | T3600 | PCR Server | DELL | 8QXKBX1 | VKVR | Expired |
| 131 | POWEREDGE R520 | NVR MAIN | DELL | 48QKBX1 | VKVR | Expired |
| 132 | POWEREDGE R520 | NVR REDUNDANT | DELL | 5QXKBX1 | VKVR | Expired |
| 133 | Z220 | STATION SERVER | HP | CZC3101PWC | SMNR | Expired |
| 134 | Z220 | RECORDING SERVER | HP | CZC31240C8 | SMNR | Expired |
| 135 | T3600 | SCR Server | DELL | 2TXKBX1 | SMNR | Expired |
| 136 | T3600 | PCR Server | DELL | 2RXKBX1 | SMNR | Expired |
| 137 | POWEREDGE R520 | NVR MAIN | DELL | 98QKBX1 | SMNR | Expired |
| 138 | POWEREDGE R520 | NVR REDUNDANT | DELL | 2LXKBX1 | SMNR | Expired |

| 139 | Z220 | STATION SERVER | HP | CZC3101PWB | RMNR | Expired |
|-----|----------------|------------------|------|--------------|-----------|---------|
| 140 | Z220 | RECORDING SERVER | HP | CZC3101PW5 | RMNR | Expired |
| 141 | T3600 | SCR Server | DELL | 5SXKBX1 | RMNR | Expired |
| 142 | T3600 | PCR Server | DELL | HQXKBX1 | RMNR | Expired |
| 143 | POWEREDGE R520 | NVR MAIN | DELL | 98XKBX1 | RMNR | Expired |
| 144 | POWEREDGE R520 | NVR REDUNDANT | DELL | CPXKBX1 | RMNR | Expired |
| 145 | Z220 | STATION SERVER | HP | CZC3104650 | CLJP | Expired |
| 146 | Z220 | RECORDING SERVER | HP | CZC3101PW3 | CLJP | Expired |
| 147 | T3600 | SCR Server | DELL | 2SXKBX1 | CLJP | Expired |
| 148 | T3600 | PCR Server | DELL | JSKBX1 | CLJP | Expired |
| 149 | POWEREDGE R520 | NVR MAIN | DELL | JMXKBX1 | CLJP | Expired |
| 150 | POWEREDGE R520 | NVR REDUNDANT | DELL | J7QKBX1 | CLJP | Expired |
| 151 | Z220 | STATION SERVER | HP | CZC3104657 | MRSN | Expired |
| 152 | Z220 | RECORDING SERVER | HP | CZC3104655 | MRSN | Expired |
| 153 | T3600 | SCR Server | DELL | 5TXKBX1 | MRSN | Expired |
| 154 | T3600 | PCR Server | DELL | 1SXKBX1 | MRSN | Expired |
| 155 | POWEREDGE R520 | NVR MAIN | DELL | 8NXKBX1 | MRSN | Expired |
| 156 | POWEREDGE R520 | NVR REDUNDANT | DELL | F8AKBX1 | MRSN | Expired |
| 157 | Z220 | STATION SERVER | HP | CZC3104653 | SICP | Expired |
| 158 | Z220 | RECORDING SERVER | HP | CZC3101PW6 | SICP | Expired |
| 159 | T3600 | SCR Server | DELL | 7TXKBX1 | SICP | Expired |
| 160 | T3600 | PCR Server | DELL | 4PXKBX1 | SICP | Expired |
| 161 | POWEREDGE R520 | NVR MAIN | DELL | 2NXKBX1 | SICP | Expired |
| 162 | POWEREDGE R520 | NVR REDUNDANT | DELL | JPXKBX1 | SICP | Expired |
| 163 | Z220 | STATION SERVER | HP | CZC3101PW9 | CDPE | Expired |
| 164 | Z220 | RECORDING SERVER | HP | CZC3101PW8 | CDPE | Expired |
| 165 | T3600 | SCR Server | DELL | 6RXKBX1 | CDPE | Expired |
| 166 | T3600 | PCR Server | DELL | 1TXKBX1 | CDPE | Expired |
| 167 | POWEREDGE R520 | NVR MAIN | DELL | B8QKBX1 | CDPE | Expired |
| 168 | POWEREDGE R520 | NVR REDUNDANT | DELL | 5PXKBX1 | CDPE | Expired |
| 169 | T3600 | CCTV Server | DELL | 3YCHBX1 | DEPOT | Expired |
| 170 | | DLC | HCL | B123AC496748 | 4TH FLLOR | Expired |
| 171 | T3600 | CCTV SERVER | DELL | GSXKBX1 | OCC | Expired |
| 172 | T3600 | CCTV SERVER | DELL | DRXKBX1 | OCC | Expired |
| 173 | T3600 | CCTV SERVER | DELL | 8RXKBX1 | OCC | Expired |
| 174 | | PC | HCL | B123AC496696 | 4TH FLLOR | Expired |
| 175 | | SERVER | HP | INA324RXBK | 4TH FLLOR | Expired |
| 176 | XL508 AV | PC | HP | CZC24271K2 | 4TH FLOOR | Expired |
| 177 | LJ499AV | PC | HP | CZC25092D5 | 4TH FLOOR | Expired |
| 178 | XL508 AV | PC | HP | CZC24271K9 | 4TH FLOOR | Expired |
| 179 | K2T78PA#AC5 | PC | HP | INA450Y3YJ | 4TH FLOOR | Expired |
| 180 | HP PRO 3090 MT | PC | HP | INA04003WW | 4TH FLOOR | Expired |
| 181 | HP PRO 3330 MT | PC | HP | INA320RX9D | 4TH FLOOR | Expired |

| 182 | HP PRO 3330 MT | PC | НР | INA247S38R | 4TH FLOOR | Expired |
|-----|-------------------------------|---------------------|-------|--------------|-----------|---------|
| 183 | HP PRO 3330 MT | РС | HP | INA247S3CR | 4TH FLOOR | Expired |
| 184 | HP PRO 3090 MT | РС | HP | INA04109K5 | 4TH FLOOR | Expired |
| 185 | | CCTV SERVER | DELL | BSXKBX1 | 4TH FLOOR | Expired |
| 186 | | SERVER | HP | CZ130100YY | 4TH FLOOR | Expired |
| 187 | X3100M4 | Server | IBM | 25821KA | 4TH FLOOR | Expired |
| 188 | HP PRO EIIINT | Server | HP | CN72010D6H | 4TH FLOOR | Expired |
| 189 | HP PRO EIIINT | Server | HP | CN72010D6G | 4TH FLOOR | Expired |
| 190 | N/A | РС | HCL | A123AC473397 | 4TH FLOOR | Expired |
| 191 | | CCTV SERVER | DELL | 4TXKBX1 | 3RD FLOOR | Expired |
| 192 | | CCTV SERVER | DELL | CQXKBX1 | 3RD FLOOR | Expired |
| 193 | HP PRO 3330 MOCRO TOWER | RCW | НР | INA312Z1R8 | 4TH FLOOR | Expired |
| 194 | HP PRO 3330 MOCRO TOWER | RCW | НР | INA324RX8M | 4TH FLOOR | Expired |
| 195 | HP PRO 3330 MOCRO TOWER | RCW | НР | INA324RX7M | 4TH FLOOR | Expired |
| 196 | HP PRO 3330 MOCRO TOWER | RCW | НР | INA324RX76 | 4TH FLOOR | Expired |
| 197 | PRO OA INDIA | DLC | HCL | B123AC496667 | 4TH FLOOR | Expired |
| 198 | PRO OA INDIA | DLC | HCL | B123AC496538 | 4TH FLOOR | Expired |
| 199 | PRO OA INDIA | DLC | HCL | B123AC496759 | 4TH FLOOR | Expired |
| 200 | PRO OA INDIA | DLC | HCL | B123AC496660 | 4TH FLOOR | Expired |
| 201 | PRO OA INDIA | DLC | HCL | B123AC496537 | 4TH FLOOR | Expired |
| 202 | PRO OA INDIA | DLC | HCL | B123AC496778 | 4TH FLOOR | Expired |
| 203 | PRO OA INDIA | DLC | HCL | B123AC496707 | 4TH FLOOR | Expired |
| 204 | PRO OA INDIA | DLC | HCL | B123AC496749 | 4TH FLOOR | Expired |
| 205 | PROLIANT DL 360e GEN 8 | PIDS/PAS SERVER | НР | CZ130100Z4 | 4TH FLOOR | Expired |
| 206 | A5500 48 G 4 SAP HI SWITCH | L3 SWITCH MAIN | НР | CN41FGH0G3 | осс | Expired |
| 207 | A5500 48 G 4 SAP HI SWITCH | L3 SWITCH REDUNDANT | НР | CN41FGH0DR | OCC | Expired |
| 208 | | SWITCH-48 PORT | CISCO | FDO1721Z33K | OCC | Expired |
| 209 | | SWITCH-48 PORT | CISCO | FDO1721Z34P | OCC | Expired |
| 210 | J9019B | SWITCH | HP | CN246FW0TY | OCC | Expired |
| 211 | J9019B | SWITCH | HP | CN246FW09S | OCC | Expired |
| 212 | J9019B | SWITCH | HP | CN246FW0FR | MSOR | Expired |
| 213 | J9019B | SWITCH | HP | CN246FW13R | MSOR | Expired |
| 214 | J9019B | SWITCH | HP | CN246FW1G1 | MSOR | Expired |
| 215 | J9019B | SWITCH | HP | CN246FW12W | NAMT | Expired |
| 216 | J9019B | SWITCH | HP | CN245FW0YP | NAMT | Expired |
| 217 | J9019B | SWITCH | HP | CN246FW10W | NAMT | Expired |
| 218 | J9019B | SWITCH | HP | CN246FW1DY | VKVR | Expired |
| 219 | J9019B | SWITCH | HP | CN246FW12T | VKVR | Expired |
| 220 | J9019B | SWITCH | HP | CN246FW103 | VKVR | Expired |

Comprehensive AMC of AFC & Telecom Peripherals of JMRC

| 221 | J9019B | SWITCH | HP | CN246FW2CG | SMNR | Expired |
|-----|--------|--------|----|------------|------|---------|
| 222 | J9019B | SWITCH | HP | CN246FW1BY | SMNR | Expired |
| 223 | J9019B | SWITCH | HP | CN246FW1B1 | SMNR | Expired |
| 224 | J9019B | SWITCH | HP | CN246FW0YZ | RMNR | Expired |
| 225 | J9019B | SWITCH | HP | CN246FW1HS | RMNR | Expired |
| 226 | J9019B | SWITCH | HP | CN246FW1G7 | RMNR | Expired |
| 227 | J9019B | SWITCH | HP | CN246FW1BW | CLJP | Expired |
| 228 | J9019B | SWITCH | HP | CN246FW131 | CLJP | Expired |
| 229 | J9019B | SWITCH | HP | CN246FW09L | CLJP | Expired |
| 230 | J9019B | SWITCH | HP | CN246FW138 | MRSN | Expired |
| 231 | J9019B | SWITCH | HP | CN246FW18W | MRSN | Expired |
| 232 | J9019B | SWITCH | HP | CN246FW12N | MRSN | Expired |
| 233 | J9019B | SWITCH | HP | CN246FW1FJ | SICP | Expired |
| 234 | J9019B | SWITCH | HP | CN246FW106 | SICP | Expired |
| 235 | J9019B | SWITCH | HP | CN246FW11J | SICP | Expired |
| 236 | J9019B | SWITCH | HP | CN246FW157 | CDPE | Expired |
| 237 | J9019B | SWITCH | HP | CN246FW0BD | CDPE | Expired |
| 238 | J9019B | SWITCH | HP | CN246FW128 | CDPE | Expired |
| 239 | J9019B | SWITCH | HP | CN246FW16V | CDPE | Expired |

Annexure 'C'

| Description | Type of License | Expiry Date |
|--|-----------------|-------------|
| Oracle Database Standard Edition - Named User Plus Perpetual (20 Nos.) | Update | Expired |
| Oracle Database Standard Edition - Named User Plus Perpetual (20 Nos.) | Support | Expired |
| Oracle Database Standard Edition One - Processor Perpetual (18 Nos.) | Update | Expired |
| Oracle Database Standard Edition One - Processor Perpetual (18 Nos.) | Support | Expired |
| Oracle Database Standard Edition - Processor Perpetual (4 Nos.) | Update | Expired |
| Oracle Database Standard Edition - Processor Perpetual (4 Nos.) | Support | Expired |
| Description | QTY | Expiry Date |
| Renewal Software Maintenance, Tier 3, High Content, Price Category SM SEP-NEW-AG-100- 250 | 120 | 21.06.2019 |