

Bid Price Rs 590/-

Bid No: JMRC/O&S/EL/2018-19/NIB/042

BID DOCUMENT

Supply and Repairing of Earthing system of OHE of Mansarovar Metro Depot

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

Admin Building, Mansarovar Metro Train Depot,

Bhriugu Path, Mansarovar Jaipur – 302020

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

Email: jmrc.edtem@gmail.com

edtem@jaipurmetrorail.in

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1 NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed **Bids (single stage one envelope method)** for **“OPEN BID for Repairing of Earthing System of OHE of Mansarovar Metro Depot.”**

KEY DETAILS:

a)	Designation and address of inviting authority	ED (Traction and E&M), JMRC JAIPUR
b)	NIB/Bid No	JMRC/O&S/EL/2018-19/NIB/042 Dated: 30.01.19
c)	Name of Work	“Supply and Repairing of Earthing System of OHE of Mansarovar Metro Depot.”
d)	Cost of Bid Form	Rs. 590/- including 18% GST, Cost of Bid Form is not refundable(Refer clause 2.2)
e)	Estimated Cost	Rs. 736980/- (in Word) - Seven Lack thirty six Thousands Nine Hundred Eighty Rs. Only
f)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 14740/-(2 % of the Estimated Cost) in the form of Cash/Banker's Cheque/ Demand Draft in favor of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. (Refer clause 2.2)
g)	Performance Security	10 % of the contract amount in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favor of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. (Refer clause 2.23).
h)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
i)	Bid Download Start Date / Time	16:00 Hrs. dated:- 30/01/2019
j)	Bid Submission start date/ Time	12:00 Hrs. dated :- 05/02/2019
k)	Last Date & Time for Submission of Bid	14.30 Hrs. dated: - 15/02/2019
l)	Time & Date of opening of Bid	15:00 Hrs. dated:- 15/02/2019
m)	Venue of Submission and Opening of Bid	Office of Manager(Traction/E&M), JMRC, Room no. 107 1 st Floor, Admin Building, Metro Train Depot, Bhargu Path, Mansarovar, Jaipur 302020
n)	Validity of Bid	90 days from the last date of submission of Bid.
o)	Stipulated date of Commencement of work	Within 03 days from the date of issue of “Letter of Acceptance”.
p)	Stipulated date of work completion	Within 2 months from the date of Commencement of work
q)	Minimum Eligibility Criteria: a) Bidder should have valid GST registration certificate issued by competent authority in the Central Gov. their operation and enclose GST certificate. b) Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.	

Note:

1. All bidders or their authorized representative may attend the opening of Bid.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. In case of any further details required, the same can be collected from the office Of ED (Traction /E&M).

EXECUTIVE DIRECTOR (Traction and E&M)
JAIPUR METRO RAIL CORPORATION LTD,
Room No.407, 4th floor, Admin Building
Bhrigu path, Mansarovar, Jaipur – 302020
Tel: **0141-2822103**
Email: jmrc.edtem@gmail.com

NOTE: For any query in bid, please contact to Manager (Traction/E&M),
Mob No.-+91-**7728895663/landline no. 0141-2822115**

2. Minimum Eligibility Criteria:- The bidder should meet all the eligibility criteria as mentioned below:-

- (a) Firm shall INITIALLY be filtered on the basis of following criteria

INITIAL REQUIREMENTS:-

S. No.	Criteria
1	Firm should not have abandoned any work in last five years.
2	Bidder's Contract with any organization should not ever been terminated due to poor performance.
3	Bidder's Security Deposit should not ever been forfeited by any Government/ Semi Government/PSU/MRTS.
4	Bidder should not have been involved in frequent litigation in last five years.
5	Bidder should not have suffered Bankruptcy/ insolvency in last five years.
6	Bidder should not have been blacklisted by any organization.
7	Bidder should not submit any misleading information in the application.
8	Bidder should be financially sound to perform the work.
9	Bidder's Net Worth should not be negative.
10	Bidder should be able to certify neither that no agent / middleman has been or will be engaged nor that any agency or commission has been or will be paid.

To prove conformity to above requirements, bidder should submit an undertaking for the fulfillment of all above criteria on the letter head of the firm at the time of submission of bid. At any stage if it found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.

(b) Work Experience:

The firm/contractor having valid electrical license to work in Rajasthan with experience of having satisfactorily completed similar works during last 3 years period ending last day of month previous to the one in which the Bids are invited should be either of the following:

- (i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs2,94,,792 /-.

Or

- (ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 3,68,490/-.

Or

- (iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost i.e. Rs. 589584/-.

Definition of similar work: - Execution/maintenance of Electrical works in any Central Govt. /state Govt./PSU's/DMRC/Railway organization /reputed private organisations. The Experience certificates/work completed certificates should be issued by an officer not below the rank of Executive Engineer (of Govt. /PSU's/Railways/Govt. Bodies of related work) to be enclosed with bid documents.

(c) Financial Standing (Annual Turnover):

The average annual turnover of Applicant during each of last three audited financial years should not be less than forty percent (40%) of the estimated cost given in NIB i.e. Rs 2,94,792/-.

- (d) The Bidders should have minimum one year's experience of similar works in any Central Govt. / State Govt./PSUs/DMRC/ reputed private organisations. (Submit relevant documentary proof).

2 INSTRUCTION TO BIDDERS

2.1 Sale of Bidding/ Bid Documents

- 2.1.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents shall also be placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost on or before while submitting the bid to the procuring entity.
- 2.1.1.2 The bidding documents shall be made available to any prospective Bidders who pays the Bid cost for it in cash or by bank demand draft, banker's cheque Bid documents cost is not refundable.

2.2 Cost of bid document and Bid Security/EMD

- 2.2.1.1 The BID should be submitted in the prescribed Bid document, which may be purchased for Rs 590/- including 18 % GST, by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in. In case the bid document is down loaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted.
- 2.2.1.2 Bid security can be deposited in the form of cash /Demand Draft/ Bankers Cheque of Rs 14740/-(fourteen Thousand seven hundred forty Rupees only) drawn in favour of **Jaipur Metro Rail Corporation Ltd., payable at Jaipur**, shall form part of the bid.
- 2.2.1.3 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).
- 2.2.1.4 The Bid Security taken from a bidder shall be forfeited, if any, in the following cases, namely:
- a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;

- c. when the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - d. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.2.1.5 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.2.1.6 No interest shall be payable on the Bid Security (EMD).
- 2.2.1.7 In case of the successful Bidder, the amount of Bid Security may be adjusted on request of bidder in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security.
- 2.2.1.8 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
- a. The expiry of validity of Bid Security;
 - b. Issue of Purchase Order for procurement and performance security is furnished by the successful Bidder;
 - c. The cancellation of the procurement process; or
 - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 2.2.1.9 The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

2.3 Sealing and Marking of Bids

- 2.3.1.1 Single envelope shall: -
- a. Bear the name and complete address along with telephone/ mobile number of Bidder;
 - b. Bear complete address of the procuring entity with telephone number, if any;
 - c. Bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and
- 2.3.1.2 A single-stage single envelope selection method shall be adopted.
- The complete bid document will be consist of following
- a. Proof of Bid cost
 - b. Bid security.
 - c. **Bid Document** - The bidder shall enclose duly signed and stamped copy of the Bid Document and the Financial Bid (BOQ). Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.

All applicable Annexure/Performa's shall be duly filled by the bidders as below:

S. No.	Documents Type	Document
1.	Format of Bank Guarantee for Performance Security	Refer Form A
2.	Bidder's Authorization Certificate	As per Form B
3.	Conformity/No Deviation	As per Form C
4.	Grievance Redressal during Procurement Process	As per Form D: Annexure C
5.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	Form E
6.	Undertaking	Form F
7.	Experience record	Form G

2.4 Late Bids

- 2.4.1.1 The person authorized to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- 2.4.1.2 Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the Bidder.

2.5 Withdrawal, Substitution, and Modification of Bids

- 2.5.1.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
- Submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
 - Received by the procuring entity prior to the deadline prescribed for submission of bids.
- 2.5.1.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

2.6 Opening of Bids

- 2.6.1.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorized representatives, who choose to be present.
- 2.6.1.2 The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.
- 2.6.1.3 The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.

- 2.6.1.4 The bids shall be opened by the bids opening committee in the presence of the Bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- 2.6.1.5 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.
- 2.6.1.6 Envelopes shall be opened one at a time and the following details shall be read out and recorded: -
- The name of the Bidder and whether there is a substitution or modification;
 - The bid prices (per lot if applicable);
 - The Bid Security, if required; and
 - Any other details as the committee may consider appropriate.
- 2.6.1.7 After all the bids have been opened, they shall be initiated and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initiated and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initiated legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.
- 2.6.1.8 No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and Bid Security.

2.7 Selection Method

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

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

2.7.1.1.2 Bidder shall quote price for each job types and job sub-types.

- 2.7.1.1.3 The ranking of L1, L2, L3 etc, will be done on basis of overall Total Cost, with L1 being the bidder whose Total Cost is the lowest, L2 being the second lowest and so on.
- 2.7.1.1.4 The Letter of Acceptance shall be given to only One Bidder.

2.8 Clarification of Bids

- 2.8.1.1 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.
- 2.8.1.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.8.1.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- 2.8.1.4 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.
- 2.8.1.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.9 Negotiations

- 2.9.1.1 Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.
- 2.9.1.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.9.1.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.
- 2.9.1.4 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.

- 2.9.1.5 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is 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.
- 2.9.1.6 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.10 Acceptance of the successful Bid and Issuance of Purchase Order

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

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

- 2.11.1 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.

2.12 Performance Security Deposit

- 2.12.1.1 Prior to execution of work order, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.12.1.2 The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and service and **10% of the amount of work order in case of procurement of works.**
- 2.12.1.3 Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled bank;
 - 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.
 - 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.
- 2.12.1.4 Performance security furnished in the form specified 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.
- 2.12.1.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- When any terms and condition of the contract is breached.
 - When the Bidder fails to make complete supply satisfactorily.
 - If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.12.1.6 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 2.12.1.7 No interest shall be payable on the Performance Security Deposit.

3 General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Delivery

- 3.1.1.1 The Bidder shall arrange supplies and execution of the work within the stipulated time period.
- 3.1.1.2 Bidders shall be asked to supply the items as per specification within the specified delivery/ completion period at designated places within Jaipur .
- 3.1.1.3 The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications in bid document.
- 3.1.1.4 Bidders shall be asked to supply the items as per specification within the specified delivery/ completion period at designated places which is Mansarovar metro depot,Jaipur.
- 3.1.1.5 The Supplier/ Selected Bidder shall arrange to supply, install and commission, dismantling the ordered materials as per specifications in tender document.

3.1.2 Scope of Work

- 3.1.2.1 The scope of work includes the formation of new earth station, Repairing of existing earth stations / pits with formation of inspection chamber of concrete box with wall and top cover of concrete lid with pulling hooks and supplying, laying and connections of earthing strip from earthing pit to desired equipment/ mast as per BOQ. One earth station contains three Nos of Earthing pits.
- 3.1.2.2 This work will be carried out in Mansarovar Metro Depot premises only.
- 3.1.2.3 The bidder will execute this work including all spares, materials, tools & labour etc. as per BOQ.
- 3.1.2.4 Any other item that may require for SITC or to complete this earthing work specified in bid and proper functioning of the electrical system, will be borne by bidder and no extra charges shall be paid for this.
- 3.1.2.5 The Quantity of items may vary Positive as well as negative side as per RTPPR rule and the payment as per actual quantity shall be paid as per payment clause. The quantity mentioned in BOQ shall only be used for evaluation purpose.
- 3.1.2.6 Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the Letter of Acceptance/Purchase Order.
- 3.1.2.7 Rate per unit quoted must be inclusive of insurance charges, custom duties, manpower, tools, and taxes. GST shall be given separately in BOQ.
- 3.1.2.8 Inspection Authority: BY JMRC representative.

- 3.1.2.9 All incidental arrangements for safe transport of items shall be the responsibility of the bidder. All expenditure to be incurred in this connection shall be borne by bidder.
- 3.1.2.10 Bidders are advised to visit the site and take account of Supply and installation ,dismantling work before quoting their rates.
- 3.1.2.11 Only authorized staff of contractor having proper identity card issued by the contractor/firm shall be permitted to enter in JMRC premises.
- 3.1.2.12 Any damage in Civil structure/ Electrical system during the execution of work will be restored in original condition by the bidder.
- 3.1.2.13 The material should be approved by JMRC official before execution of work.

3.1.3 Recovery from Supplier/Contractor

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

3.1.4 Specifications and Standards

- 3.1.4.1 Technical Specifications and Drawings
 - a. The Supplier/ Contractor shall ensure that the goods with the technical specifications and other provisions of the Contract.
 - b. The Supplier/ Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c. The goods and related services supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

3.1.5 Inspection

- 3.1.5.1 The Purchase Officer or his duly authorized representative shall have the power at all reasonable time to inspect and examine the materials/ goods/ equipment/ machineries as may be decided.

3.1.6 Rejection

- 3.1.6.1 Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Contractor, within the time fixed by the Purchase Officer.

3.1.7 Payments

- 3.1.7.1 Payment Terms-100% payment after execution and acceptance of Supply and installation work.
- 3.1.7.2 Due payments shall be made promptly by the purchaser, at earliest after submission of an invoice or request for payment by the supplier/ Bidder, and the purchaser has accepted it.
- 3.1.7.3 The currency or currencies in which payments shall be made to the supplier/ Bidder under this Contract shall be Indian Rupees (INR) only. Bidder must enclosed a copy of cancelled check in which the following format:-

S.No.	Bank details	
1.	Bank name	
2.	Bank address	
3.	Bank account no	
4.	Type of account	
5.	IFSC no	

- 3.1.7.4 All remittance charges will be borne by the supplier/ Bidder.
- 3.1.7.5 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 3.1.7.6 Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification
- 3.1.7.7 The Quantity of items may vary Positive as well as negative side as per RTPPR rule and the payment as per actual quantity shall be paid as per payment clause. The quantity mentioned in BOQ shall only be used for evaluation purpose.

4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT**4.1 Bidders to Bid for all Items**

- 4.1.1 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.

5 TECHNICAL BID FORMATS AND DETAILS:**5.1 TECHNICAL SPECIFICATIONS and STANDARDS**

S.No.	Particulars	Unit	Specifications
1	Supply of copper bonded stainless steel 250Micron 17.2mmX 3mtrs. Pipe with pure copper bus bar 250mmX50mmX6mm welded to rod with 4 Nos. Holes of 12mm dia with 75kg (3 Nos of begs of 25 Kg each) backfilled compound of high conductivity BENTONITE mixture consist of MONTMORILLONITE the sodium based clay.	Each	STANDARD - IS 3043:1987, CPRI TESTED current carrying capacity – 30 ka electrode size – 17.2 mm dia x 3 meters connections copper strip size – 250mm x 50mm x 6 mm backing filling compound – high conductive bentonite mixture consist of montmorillonite sodium based clay DETAILED DESCRIPTION OF WORK:- 1. Digging of pit 2'x2'x2' deep. 2. Putting earthing electrode into pit. 3. Filling of 2 nos. bentonite mixture bags with water. 4. Making 1.0' x 1.0' brick ball chamber around earthing rod. 5. Fixing of frame on chamber for cover fitting. 6. Testing of earthing pits.
2	Installation as per RDSO standards	Each	
3	Inspection chamber 300mmX300mmX300mm (in side dimensions) Concentrate box with wall thickness 50mm with top cover of concentrate lid of 30mm thickness with pulling hooks	Each	
4	Supply of GI Earthing strip 50mmX6mm	Kg	
5.	Laying and connections of Earthing strip from Earthing pit to desired equipment.	Meter	

- The values of earth resistance of individual pit must be less than 10 ohm and combined values of earth resistance of each earth station (combined value of all three pits) must be less than 2 ohm as per IS 3043:1987.
- Date of Measurement of earth resistance, Earth Station Number, Pit Number, Combined Resistance Value of Earth Station, and Resistance Value of Individual Pit must be painted on each Earth Station.

5.2 Form: A Format of Bank Guarantee for Performance Security

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____
Procurement of OHE Spares and Tools & Plants ,Bid No. JMRC/O&S/EL/2018-19/NIB/042.(here
in after called "the contract") to M/s _____ (here in after called "the Contractor").

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

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

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

This Guarantee is valid for a period of _____ Months from the date of signing. (The initial
period for which this Guarantee will be valid must be for at least six (6) months longer than the
Defect Liability Period).

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

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

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

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

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation:

I.D. No. :

Stamp/Seal of the Bank:

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

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

5.3 Form B: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

Executive Director (Traction and E&M)

Jaipur Metro Rail Corporation

Room no. 407, 4th 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:

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

To,

Executive Director (Traction and E&M)
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: _____

5.5 Form-:D, Annexure-:C Grievance Redressal during Procurement Process

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

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

5.6 Form : E [See rule S3]

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

Appeal No of.....

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

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
..... (Supported by an Affidavit).

7.

Prayer:

.....

Place.....

Date

Appellant's Signature

5.7 Form : F [See NIB]

UNDERTAKING

- c) Firm shall INITIALLY be filtered on the basis of following criteria

INITIAL REQUIREMENTS :-

S. No.	Criteria
1	Firm should not have abandoned any work in last three years.
2	Bidder's Contract with any organization should not ever been terminated due to poor performance.
3	Bidder's Security Deposit should not ever been forfeited by any Government/ Semi Government/PSU/MRTS.
4	Bidder should not have been involved in frequent litigation in last five years.
5	Bidder should not have suffered Bankruptcy/ insolvency in last five years.
6	Bidder should not have been blacklisted by any organization.
7	Bidder should not submit any misleading information in the application.
8	Bidder should be financially sound to perform the work.
9	Bidder's Net Worth should not be negative.
10	Bidder should be able to certify that no agent / middleman has been or will be engaged nor that any agency or commission has been or will be paid.

To prove conformity to above requirements, bidder should submit an undertaking for the fulfillment of all above criteria on the letter head of the firm at the time of submission of bid. At any stage if it found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.

5.8 Form : G[See NIB]

EXPERIENCE RECORD

1. Details of contract regarding electrical works etc.

Sl. No.	Period	Details of work completed	Total Cost of work in Rs.	Remarks
(1)	(2)	(3)	(4)	(5)

Notes:

- (i) Details submitted in any other Performa will not be considered.
- (ii) The Self attested copies of work order, BOQ along with completion certificate (indicating the name of work, final amount, quantity of work, completion date etc.) issued by the client preferably on their letter head for completed work.
- (iii) Additional pages may be attached if required.
- (iv) All the pages must be signed by the authorized signatory of the Bidders.

5.9 BILL OF QUANTITIES (BOQ)**FINANCIAL BID FORM**

S.No.	Description of item (Technical Specifications and Standards as per above table)	Unit	Qty Reqd (a)	Unit Rate (b)	Amount (c=a*b)	GST Amount	Total Amount
1	Supply of copper bonded stainless steel 250Micron 17.2mmX 3mtrs. Pipe with pure copper bus bar 250mmX50mmX6mm welded to rod with 4 Nos. Holes of 12mm dia with 75kg (3 Nos of begs of 25 Kg each) backfilled compound of high conductivity BENTONITE mixture consist of MONTMORILLONITE the sodium based clay.	Each	30				
2	Installation as per RDSO standards	Each	30				
3	Inspection chamber 300mmX300mmX300mm (inside dimensions) Concentrate box with wall thickness 50mm with top cover of concentrate lid of 30mm thickness with pulling hooks	Each	80				
4	Supply of GI Earthing strip 50mmX6mm	Kg	800				
5	Laying and connections of Earthing strip from Earthing pit to desired equipment.	Meter	150				
Grand Total (d)							
In words:							

Note:

- (1) Rate quoted must be FOR Mansarovar Depot including transportation, packing and all taxes Excluding GST which is being considered in BOQ separately. However rate of GST shall be as applicable on the date of supply of material to JMRC.
- (2) Bidders are advised to visit the site and take account of Supply and installation ,dismantling work before quoting their rate.

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

GST NO.: