

Bid No: F2(22)/JMRC/O&S/S&T/2Mbps ILL/2019-20

Bid Price Rs.590



BID DOCUMENT

**" RFP REGARDING CONTRACT OF 2MBPS INTERNET LEASE LINE FOR
THREE YEARS AT MANSAROVAR DEPOT ADMINISTRATIVE
BUILDING, JAIPUR METRO RAIL CORPORATION LIMITED. "**

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems
Admin Building, Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020
Website: <http://transport.rajasthan.gov.in/jmrc>
Email: edst@jaipurmetrorail.in

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1 NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed Open Bids (**Single Stage One Envelope Method**) for **“RFP regarding Contract of 2Mbps Internet Lease Line for Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited.”**

KEY DETAILS:

a)	Designation and Address of Inviting Authority	Executive Director(S&T),JMRC, JAIPUR
b)	NIB/Bid No	F2(22)/JMRC/O&S/S&T/2MBPS ILL/2019-20/ Dated: 11/07/2019
c)	Name of Work	“RFP regarding Contract of 2Mbps Internet Lease Line for Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited.”
d)	Cost of Bid Form	Rs. 590/- (including 18% GST), Cost of Bid Form is not refundable in favor of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur.
e)	Estimated Cost	Rs. 3,22,140/- (Including GST)
f)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 6,443/- (2 % of the Estimated Cost) in the form of Banker’s Cheque/ Demand Draft of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. (Refer clause 2.2)
g)	Performance Security	(5 % of the contract amount) in the form of Banker’s Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. (Refer clause 2.23)
h)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
i)	Bid Download Start Date / Time (D-day)	15:00 Hrs. dated 12/07/2019
j)	Bid Submission start Date/ Time	9:30 Hrs. dated 13/07/2019
k)	Last Date & Time for Submission of Bid	14:00 Hrs. dated 24/07/2019
l)	Time & Date of Opening of Bid	15:00 Hrs. dated 24/07/2019
m)	Venue of Submission and Opening of Bid	Room no. 317, Depot Administrative Building, Mansarovar Metro Depot, Bhrigu Path,Mansarovar,Jaipur-302020
n)	Validity of Bid	90 days from the last date of Bid submission
o)	Installation & Activation of 2 Mbps ILL Services	Within 60 days from the date of issue of “Work Order/LOA”.
p)	Minimum Eligibility Criteria: a) Bidder should have valid GST registration certificate issued by Competent Authority and enclose GST certificate. b) Applicant should have valid PAN certificate/card issued by the Income Tax Dept. of GOI and enclose PAN certificate. c) Bidder should submit declaration as per format at Form G.	

	<p>d) He shall not be black listed by central government, any state government or any Government agency or public sector undertaking (PSU). He shall submit an undertaking to this effect.</p> <p>e) Bidder should have a work experience of providing internet lease line in last 3 years and completion certificate to this end from the contract awarding organization shall be submitted.</p> <p>f) Bidder shall submit authorization(s)/certificate(s)/permit(s) issued by the Central Government/State Government or any other regulatory body as applicable along with bid.</p>
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Note:

1. All bidders or their authorized representative may attend at the time of opening of Bid.
2. All above events will be held at JMRC, Admin, Mansarovar Depot, Bhriugu Path, Jaipur-302020.
3. 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.

NOTE: In case of any query regarding this Bid, same may please be made with Deputy Executive Director (S&T), Mob No. +91-7728895423/landline no. 0141-2822123, Email Id- dgmsnt@jaipurmetrorail.in

You are requested to submit your Proposal online as per the terms and conditions set forth in the RFP document.

**Executive Director/S&T
JMRC**

2 INSTRUCTION TO BIDDERS

2.1 Sale of Bidding/ Bid Documents

The download of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents are 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 while submitting the bid to the procuring entity.

The bidding documents shall be made available to any prospective Bidders who pays the Bid cost by bank demand draft/banker's cheque.

Note: Bid documents cost is not refundable.

2.2 Cost of bid document and Bid Security/EMD

The Bid should be submitted in the prescribed Bid document, which can be downloaded from given website link <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in and cost of bid document Rs.590/- including 18 % GST shall be submitted by DD/Banker Cheque as per NIB. The cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted. In no case the cost of bid form is refundable.

EMD/Bid Security can be deposited in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank of Rs. 6,443/- (Rupees Six Thousand Four Hundred and Forty Three only) as per NIB and shall form part of the bid.

2.2.1 EMD/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)

2.2.2 The EMD/ Bid Security of successful Bidder shall be adjusted against Performance Security Deposit or discharged/ returned after deposition of the performance Security Deposit, as the case may be.

2.2.3 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.
- 2.2.4 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.2.5 No interest shall be payable on the Bid Security (EMD).
- 2.2.6 In case of the successful Bidder, the amount of Bid Security may be adjusted in the amount of Performance Security, or refunded, if the successful Bidder furnishes the full amount of performance security.
- 2.2.7 The Procuring entity shall promptly return the Bid Security if not adjusted in performance security of the successful Bidder after the earliest of the following events, namely:-
- a. The expiry of validity of Bid Security;
 - b. Issue of Work Order for Contract of 2Mbps ILL and performance security is furnished by the successful Bidder;
 - c. The cancellation of the Contract of 2Mbps ILL; or
 - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 2.2.8 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.

2.3 Changes in the Bidding Document

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.

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.

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.

2.4 Period of Validity of Bids

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.

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 SIGNING OF AGREEMENT

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

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

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

2.6 Format and Signing of Bids

The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.

All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as per Form C.

Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

2.7 Sealing and Marking of Bids

2.7.1 Single envelope shall be written with the following on top: -

- a. Name and complete address along with telephone/ mobile number of the Bidder;
- b. Complete address of the procuring entity with telephone number, if any;
- c. The specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document.

2.7.2 A single-stage single envelope selection method shall be adopted.

The complete bid document will be consisting of following:-

- a. Bid Cost . Bid Security.
- c. Bid Document - The bidder shall enclose duly signed and stamped copy of the Bid Document (BOQ). Bids signed without any of the information desired in the prescribed formats will not be considered. Besides this, all other associated / required documents shall be submitted duly numbered with signature and stamped by the bidders.

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

S. No.	Documents Type	Document
1.	Bidding document Fee (Bid Fee)	As per NIB
2.	Form of Bid	As per Form A
3.	Format of Bank Guarantee for Performance Security	As per Form B
4.	Bidder's Authorization Certificate	As per Form C
5.	Self-Declaration	As per Form D
6.	Conformity/No Deviation	As per Form E
7.	Compliance with the Code of Integrity and No Conflict of Interest	As per Form F: Annexure A
8.	Declaration by the Bidder regarding Qualifications.	As per Form G: Annexure B
9.	Grievance Redressal during Procurement Process	As per Form H: Annexure C
10.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	Form I
11.	Agreement	Form J
12.	Financial Bid Form	Form K: Bill of Quantity
13.	Any other relevant documents confirming eligibility	

2.8 Cost & Language of Bidding

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

2.9 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

2.10 Deadline for the submission of Bids

Bids shall be submitted to CSS staff at room no 413, 4th floor, admin building, Mansarovar depot, Jaipur, up to the time and date specified in the NIB.

2.11 Late Bids

- 2.11.1 The CSS staff shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- 2.11.2 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.

2.12 Receipt and Custody of Bids

- 2.12.1 The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at CSS room, by CSS staff.
- 2.12.2 CSS staff shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.
- 2.12.3 All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by CSS staff receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving CSS staff.
- 2.12.4 The received bids shall be kept in safe custody in lock and key by CSS staff.
- 2.12.5 Bids received by CSS staff on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.

2.12.6 The record of bids received late through post shall be entered in bids receipt register after closing the register as per above.

2.12.7 Bids received by telegram or given on form other than the prescribed form shall not be considered.

2.13 Withdrawal, Substitution, and Modification of Bids

2.13.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -

- a. Submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
- b. Received by the procuring entity prior to the deadline prescribed for submission of bids.

2.13.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

2.13.3 No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bid.

2.14 Opening of Bids

2.14.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who choose to be present.

2.14.2 The CSS staff 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.

2.14.3 The bid Opening Committee may co-opt experienced persons in the Committee to conduct the process of bid opening.

2.14.4 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.

2.14.5 The bid Opening Committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding Bidders’ names and addresses. The authority letters brought by the representatives shall be attached

to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.

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

- a. The name of the Bidder and whether there is a substitution or modification;
- b. The bid prices (per lot if applicable);
- c. The Bid Security, if required; and
- d. Any other details as the Committee may consider appropriate.

2.14.7 After all the bids have been opened, they shall be initialled 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, Bills of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, installation 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 initialled legibly to make it clear that such alteration, etc, were existing in the bid at the time of opening.

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

2.15 Selection Method

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

2.15.1 Single bid system, bid will be opened on scheduled time and date as per NIB. The contract will be award to technically compatible & most advantageous bidder of financial bid.

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

2.15.3 In case two or more responsive bidders have quoted the same Cost, which is also the lowest amount offered, then JMRC will resort to an open auction among the same bidders(i.e. who have quoted the same Total cost) and the bidder for respective bid whose offer is lowest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.

2.16 Clarification of Bids

- 2.16.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
- 2.16.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.16.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- 2.16.4 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.
- 2.16.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.17 Evaluation & Tabulation of Bids

2.17.1 Preliminary Examination of Bids

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

- a. Bid is signed, as per the requirements listed in the bidding document;
- b. Bid has been sealed as per instructions provided in the bidding document;
- c. Bid is valid for the period, specified in the bidding document;
- d. Bid is accompanied by bidding document fee, Bid Security.
- e. Bid is unconditional and the Bidder has agreed to give the required performance security; and
- f. Other conditions, as specified in the bidding document are fulfilled.
- g. Bid not accompanied by Bid cost, Bid security /EMD & Form E will not be considered for evaluation.

2.17.1.2 Determination of Responsiveness

- 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.
- A responsive Bid is one that meets the requirements of the bidding document without any service 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.

➤ A service deviation, reservation, or omission is one that,

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

3. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.

➤ 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 service deviation, reservation or omission.

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

2.17.1.3 Non-Service Non-conformities in Bids

➤ 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.

➤ 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.

➤ The bid evaluation Committee may rectify non-service non-conformities or omissions on the basis of the information or documentation received from the Bidder under above.

➤ 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.

➤ 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;

- 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.
- The rates quoted by L1 Bidder shall be accepted as the Bid rates.
- In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- The members of bid evaluation Committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

2.18 Correction of Arithmetic Errors in Financial Bids:

2.18.1 The bid evaluation Committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- 2.18.1.1 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;
- 2.18.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (2.18.1.1) and above.

2.19 Price/ procure preference in evaluation:

Price and/or procure preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

2.20 Negotiations

- 2.20.1 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.
- 2.20.2 The bid evaluation Committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.20.3 The lowest Bidder shall be informed in writing either through 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.

2.20.4 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.

2.20.5 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.

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

2.21 Acceptance of the successful Bid and Issuance of Purchase Order

2.21.1 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.

2.21.2 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.

2.21.3 Before issuance of work order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

2.21.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

2.21.5 The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

2.21.6 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.

2.21.7 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 5 working days from the date of issue of LOA and submit the Performance Security Deposit within 20 days from the date of issue of LOA.

- 2.21.8 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.
- 2.21.9 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.
- 2.21.10 If the bidder fails to deposit the required Performance Security Deposit or to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money Deposit (Bid Security) in part, or in full at the discretion of JMRC. Any request for extension of time for deposition of Performance Security Deposit shall be made in writing with due justification and it shall be at the discretion of JMRC to accept or reject such request.
- 2.21.11 In case of non-acceptance of LoA or non-signing of Agreement by the successful bidder, even after 45 days of issue of LoA, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.

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

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

2.23 Right to Vary Quantity/Quality of service

If the procuring entity does not procure any subject matter of procurement or procures less than the quality/specification of service specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation. This shall be at sole discretion of the procuring entity.

2.24 Performance Security Deposit

- 2.24.1 Prior to execution of work order, 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.
- 2.24.2 The amount of performance security shall be 5% of the amount of Work Order in case of procurement of goods and services.
- 2.24.3 Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled bank;

b. 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.

c. 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.

2.24.4 Performance security furnished in the form specified in clause 2.24.3 [a] to [c] 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.

2.24.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

- a. When any terms and condition of the contract is breached.
- b. When the Bidder fails to make complete supply satisfactorily.
- c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

2.24.6 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.

2.24.7 No interest shall be payable on the Performance Security Deposit.

3 General Conditions of Contract

3.1 Terms & Conditions and Scope of Work

3.1.1 Contract Documents:

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

3.1.2 Scope of Work

Subject to the provisions in the bidding document and contract, the 2 Mbps ILL services to be installed & commissioned at Admin building, Mansarovar depot (JMRC) in accordance with following specifications.

- Lease line type: Managed
- Bandwidth: 2Mbps
- Contention Ratio: 1:1
- Up time: 99.9%

- No. of free public IPs: 6 (Minimum)
- Last mile connectivity: OFC
- Leased line modem shall be arranged by the service provider, internal LAN wiring and LAN switch (es) will be arranged by JMRC.

3.1.3 Installation

3.1.3.1 Subject to the conditions of the contract, the 2 Mbps ILL services should be installed & commissioned within 60 days or earlier from the Date of Work Order/LOA. However contract period shall start from successful commissioning by bidder & acceptance of same by JMRC.

3.1.3.2 The 2 Mbps ILL services to be installed and commissioned for the period of Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited.

3.1.3.3 The existing JMRC internet lease line contract is valid till 25/08/2019 hence it is intended to start service on 25/08/2019 or before.

3.1.4 Specifications and Standards

3.1.4.1 Technical Specifications and Drawings(if applicable)

- a. The Supplier/ Contractor shall ensure that the installation and related services comply with the technical specifications and other provisions of the Contract.
- b. The installation 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.

3.1.4.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring entity and shall be treated in accordance with the general conditions of the contract.

3.1.5 Inspection

3.1.5.1 The Procuring Entity or his duly authorized representative shall at all reasonable time have a right to test and inspect the services offered.

3.1.6 Rejection

3.1.6.1 2Mbps ILL Service not approved during inspection or testing shall be rejected and will have to be replaced/ improved by the Contractor as mentioned in 'Scope of Work' at his own cost within the time fixed by the Procuring Entity.

3.1.6.2 If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Procuring Entity after giving an opportunity to the Contractor of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

3.1.7 Liquidated Damages (LD)

- 3.1.7.1 If the circuit uptime for the applicable year is below the uptime guaranteed as per clause 4.3.1 below, then a penalty of 2% of the rental of the circuit per month shall be imposed for every 10 hours or part thereof downtime in excess of 8.8 hours in one year. For this purpose the number of days in a year is taken as 365 leading to a total duration of 8760 hours per year.
- 3.1.7.2 The maximum penalty shall be limited to 10% of the rental of the circuit per month.

3.1.8 Termination

- 3.1.8.1 The contract can be terminated by JMRC giving one month prior notice to ISP in case the service are not found satisfactory in the sole discretion of JMRC; or due to professional exigencies.
- 3.1.8.2 Termination of this agreement shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination, unless waived in written by the agreement made by the Parties.
- 3.1.8.3 If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited
- 3.1.8.4 All disputes are subject to exclusive jurisdiction of Jaipur Courts only.

4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

4.1 Bidders to Bid for all Items

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

4.2 Terms and Condition of the contract:

- 4.2.1 The contract shall be initially for three years and shall be further extendable with mutual consent at the same rates for next 03 months.
- 4.2.2 The charges of Internet lease line would be payable on quarterly basis after each quarter.
- 4.2.3 The leased line modem shall be arranged by the Internet service provider (ISP), Internet LAN wiring and LAN switches will be arranged by JMRC.
- 4.2.4 Ownership of last mile hardware installed by Internet Service Provider, i.e., leased line modem etc. will be with Internet Service Provider. Maintenance of the equipment will be the responsibility of the ISP.
- 4.2.5 A fault docket number and Customer Care Email ID shall be provided to the JMRC from Internet Service Provider on booking of fault.

4.3 Broad Condition of Service Level Agreement:

4.3.1 General Condition

- a. During the period of agreement, ISP shall ensure proper functioning of leased circuits for an uptime of 99.9%.

Uptime is defined as below:

$$\text{Uptime (\%)} = \frac{\text{Total no. of Hours in the year} - \text{Total Downtime (in Hours)}}{\text{Total no. of Hours in the year}} \times 100$$

- b. The first month of the service will be taken as ‘proving-in’ period. Though ISP/TSP shall maintain the circuit to the highest possible efficiency during this period, no rebates as mentioned in clause 3.1.7 this agreement shall be applicable.
- c. The JMRC shall provide reliable and regulated A/C Power Supply for working of the network termination unit (NTU) all the time. The JMRC shall also keep the NTU powered on round the clock.
- d. For the purpose of measurement, “downtime” or “fault duration” constitutes any period of time during which the Leased Circuit is unable to transfer data due to the reasons assignable to ISP’s network. Causes of downtime may include but are not limited to:
 - ❖ Leased Circuit equipment (i.e. NTU) failures, installed by ISP at JMRC premises
 - ❖ Circuit Outage (at ISP end only)
 - ❖ Leased Circuit device hardware failure/malfunction (at ISP end only)
 - ❖ Leased Circuit software failure/malfunction
 - ❖ Power outages (in ISP)

- ❖ Human error (in ISP)
 - ❖ Process failure (in ISP)
 - ❖ Local Loop failure between the ISP Managed node and JMRC's node (Fiber cut).
- e. Downtime will end upon the successful transmission of data to and from such leased circuit.

4.3.2 Determination of Fault Duration

- a. Duration of fault will start from the time call is made or email is sent from JMRC to ISP except when the fault is booked between 2200 hours to 0700 hours on next day in which case in which case the fault duration shall start from 0700 hours.
- b. The period in which JMRC premises is found closed when ISP staff visits the premises for testing or want to test the circuit from ISP location, will be excluded from fault duration.
- c. The JMRC shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to ISP staff all the time.
- d. In addition to the above following shall be excluded from fault duration.
 - i) Unavailability of circuit due to power failure at JMRC end.
 - ii) Unavailability of circuit due to mishandling of ISP equipment (NTU) or any cables attached to such equipment at JMRC end.
 - iii) Unavailability of circuit due to JMRC equipment/network at either end of the circuit.
 - iv) Unavailability of circuit due to force majeure.
 - v) Fault duration between 2200 hrs. And 0700 hrs. Next day, if fault is booked after 2200 hrs.

4.3.3 Procedure of Fault booking

- a. JMRC shall book the fault on number of ISP or by sending an email on the assigned email address (es)/ number(s). Time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of circuit.
- b. If JMRC is unable to find a ISP representative on the email address (es)/ number(s) assigned above, the fault can be booked on an alternate email address (es)/ number(s) in such emergency. Status/fault report generated by ISP shall be taken as reference in situations where there is ambiguity about the timing and nature of fault.
- c. A fault docket number shall be provided to the JMRC from ISP on booking of fault.
- d. ISP shall update JMRC about any change in the fault booking number/email addresses.

4.3.4 Restoration of Faults

- a. On receipt of complaint, ISP shall make its best efforts to localize the fault and restore the same at the earliest. The JMRC shall provide all necessary support for enabling testing of the circuit at any hour of the day.
- b. It will be responsibility of ISP to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. Once circuit is brought to right condition through such tests and the data transfer by JMRC equipment does not take place, it shall be the responsibility of the JMRC to take necessary action at his end. The downtime will end as soon as ISP staff is able to show end to end data transfer using test instruments to JMRC staff.
- c. Faults booked before 2200 hours shall be attended on the same day. However, for faults booked after 2200 hours, while ISP will make all efforts to restore the circuit during the night to the extent feasible, the fault restoration work can be resumed by 0700 hours the next day.

4.4 Payment Terms and Schedule

- 4.4.1 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 4.4.2 Due payments shall be made promptly by the procuring entity after submission of an invoice or request for payment by the supplier/ contractor and the purchaser has accepted it.
- 4.4.3 All remittance charges will be borne by the supplier/ Contractor.
- 4.4.4 Advance Payment will not be made. The charges of Internet lease line would be payable on quarterly basis after each quarter.

4.5 Other Special Terms

- 4.5.1 In case the Bidder fails to supply the final deliverables within stated timelines, the LD as per clause 3.1.7 “liquidated damage” would be applicable.

5 TECHNICAL BID FORMATS AND DETAILS:

5.1 Form A: Form of Bid

Note: i. The Appendix forms part of the Bid

ii. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: _____

To

EXECUTIVE DIRECTOR(S&T),

Jaipur Metro Rail Corporation Limited,

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

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 Agenda for the sum of Rs. _____ (Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Annexure forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works of the within 30 days of issue of the purchase order.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Form- B.
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/ services not being completed/ given in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no

agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2019

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

.....

Occupation

.....

5.2 Form: B 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 _____ "Contract of 2Mbps Internet Lease Line for Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited."

Bid No. F2(22)/JMRC/O&S/S&T/2Mbps ILL/2019-20 (here in after called "the contract") to M/s (here in after called "the Contractor").

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

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

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

This Guarantee is valid for a period of _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days beyond the completion of all contractual obligation including warranty/Guarantee 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 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) 2019 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 C: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

EXECUTIVE DIRECTOR (S&T)

Jaipur Metro Rail Corporation Limited

Room no. 314, 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:

5.4 Form D: Self-Declaration (to be filled by the Bidder)

To,

EXECUTIVE DIRECTOR (S&T)

Jaipur Metro Rail Corporation Limited

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 Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,:-

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

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.

- J) 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.

Thanking you,

Date: _____

Name of the Bidder

Place: _____

Authorized Signatory: - Seal of the Organization

5.5 Form E: Certificate of Conformity/No Deviation (to be filled by the Bidder)

To,

EXECUTIVE DIRECTOR (S&T)
Jaipur Metro Rail Corporation Limited
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 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: _____

5.6 Form- F, 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 behavior 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;
 - 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.

5.7 Form-:G, Annexure-:B Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to Executive Director(S&T)/JMRC for “Contract of 2Mbps Internet Lease Line for Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited.” in response to their Notice Inviting Bid No. _____ dated _____

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

5.8 Form-H, Annexure-:C Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is **MD, 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.

5.9 Form: I [See rule S3]

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

5.10 Form J AGREEMENT

(Refer Clause 2.5 of “Instructions to Bidder”)

CONTRACT NO.

Dated.....

WHEREAS the Contractor has offered a Bid for “Contract of 2Mbps Internet Lease Line for Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited” and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

JMRC agrees to hire and the Contractor agrees to be hired as a for “Contract of 2Mbps Internet Lease Line for Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited.” under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

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

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

Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents to perform efficiently and faithfully all of the for “Contract of 2Mbps Internet Lease Line for Three years at Mansarovar Depot Administrative Building, Jaipur Metro Rail Corporation Limited.” 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.

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

5.11 Form K: BILL OF QUANTITIES (BOQ)

FINANCIAL BID FORM

Bidder's Name & Address: _____

Bidder's GST Number: _____

S. No	Description of Work with OFC Media Offered (A)	Price (in Rs.) without GST (B)	GST (%) (C)	GST Amount (Rs.) (D)	Total Price in INR for Three years (including GST) (E)=(B+D)
1.	Installation & Commissioning of 2Mbps ILL for Three years at Mansarovar Depot Admin Building, Jaipur Metro Rail Corporation Limited				
Gross Amount(Rs.)					
Gross Amount in words:-					

- Note:**(1) The overall lowest quoted rate will be considered for L-1 suitability.
- (2) The rates quoted shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation/freight charges, packing & forwarding charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.
- (3) GST paid will be applicable as the time of billing.
- (4) The leased line modem shall be arranged by the service provider, Internet LAN wiring and LAN switches will be arranged by JMRC.
- (5) The existing JMRC internet lease line contract is valid till 25.08.2019 hence it is intended to starts service on 25.08.2019 or before.
- (6) Advance Payment will not be made. The charges of Internet lease line would be payable on quarterly basis after each quarter.

**Signature of Firm's Representative
(With seal of Firm)**

Signature of Authorized Signatory

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