



JAIPUR METRO

F2(39)/JMRC/O&S/S&T/CAMC of UPS/2019-20

Bid Price Rs.1180/-

JAIPUR METRO RAIL CORPORATION LTD.

No. F2(39)/JMRC/O&S/S&T/CAMC of UPS/2019-20

Dated: 09/10/2020



**Initial Repair and Comprehensive Annual Maintenance
Contract for 2 years for UPS System installed at 9 metro
stations & OCC under S&T(O&S) of Jaipur Metro Rail
Corporation Ltd.**

Jaipur Metro Rail Corporation Ltd.

3rd Floor, OCC Admin Building,

Mansarovar Depot, Jaipur (Rajasthan) - 302020

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

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*For
M&L*



1. NOTICE INVITING BIDS

- 1.1 Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal through Open tender (*Single stage two envelope method*) for **“Initial Repair and Comprehensive Annual Maintenance Contract for 2 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.”**, through e-tendering process.
- 1.2 The complete Bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested Bidders will have to submit their offer in electronic formats both for technical and financial Bid on this website with their digital signatures. The complete Bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.
- 1.3 Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000. **Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal.** Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.

1.4 KEY DETAILS:

a)	Designation and address of inviting authority	ED(S&T), Jaipur Metro Rail Corporation Ltd., JAIPUR
b)	NIB/Bid No	F2(39)/JMRC/O&S/S&T/CAMC of UPS/2019-20 Dated: 09/10/2020
c)	Name of Work	“Initial Repair and Comprehensive Annual Maintenance Contract for 2 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.”
d)	Cost of Bid Form	Rs. 1180/- including 18% GST) in the form of Banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. Cost of bid can also be deposited Online in below mentioned bank account. Cost of Bid Form is not refundable
e)	E- Bid Processing Fee (Non-Refundable)	Rs. 1180/- including 18% GST (By demand draft/ Banker's cheque payable in favour of ‘Managing Director, RISL’ payable at Jaipur). E- Bid Processing Fee can also be deposited Online in below mentioned bank account.)
f)	Estimated Cost	Rs. 51,89,640/- (including GST)
g)	Bid Security	Rs. 51,896/- (1 % of the Estimated Cost) in the form of

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		cash, a banker's Cheque/ Demand Draft or bank guarantee in a specified format as per Form-P(enclosed) of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid. BID SECURITY/ Bid Security can also be deposited Online in below mentioned bank account.
h)	Performance Security	2.5 % of the contract amount in the form of cash, a banker's Cheque/ Demand Draft or bank guarantee in a specified format as per Form-P(enclosed) of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid. BID SECURITY/ Bid Security can also be deposited Online in below mentioned bank account.
i)	Last Date & Time for Physical submission of original DD / BC / BG for BID fee, Bid Security and e-BID Processing Fee in JMRC office	15:00 Hrs. dated 09/11/2020
j)	Name of website (s) for download of Bid document and clarification (s) / Modification (s), if any	https://eproc.rajasthan.gov.in
k)	Websites for Online RFP submission	https://eproc.rajasthan.gov.in
l)	Bid Download Start Date / Time	15:00 Hrs. dated 12/10/2020
m)	Bid Submission start date/ Time	11:00 Hrs. dated 26/10/2020
n)	Last Date & Time for Submission of Bid	11:00 Hrs. dated 10/11/2020
o)	Opening of Technical Bid	15:30 Hrs. dated 10/11/2020
p)	Opening of Financial Bid	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified Bidders through e-procurement website)
q)	Venue of Submission and Opening of Bid	Room no. 317,3rd Floor Admin Building, Mansarovar Depot, Bhargu path,Mansarovar,Jaipur-302020
r)	Validity of Bid	90 days from the last date of submission of Bid. Refer clause 2.4 of Bid Document.
s)	Contract period	The period of Initial repair will be of 30 days from LOA and the period of CAMC will be 24 month. This CAMC will start after 15 days from the completion of the Initial Repair work

For





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t)	Minimum Eligibility Criteria:	As per clause 2.6 of Bid document.
u)	Date of visit for Health check up of UPS system	11:00 Hrs. dated 15/10/2020

Note:

1. Bank Account Details of JMRC for online payment:
Beneficiary Name: Jaipur Metro Rail Corporation Limited
Account Number: 50200005715273
IFSC Code: HDFC0000054
Branch: D-54, Siddi Vinayak, Ashok Marg, C-Scheme, Jaipur-302001, Rajasthan
2. All bidders or their authorized representative may attend the opening of Bid.
3. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded 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.
4. In case of any further details required, the same can be collected from the office Of ED(S&T)

Executive Director (S&T)

JAIPUR METRO RAIL CORPORATION LTD,

Room No.406, 4th floor, Admin Building

Bhriagu path, Mansarovar, Jaipur – 302020

Landline no. 0141-2822104

Email: edst@jaipurmetrorail.in

5. In case of any query regarding this Bid, same may please be made with DGM (S&T),
Landline no. 0141-2822123, Email Id – dgmsnt@jaipurmetrorail.in



**2. INSTRUCTION TO BIDDERS****2.1 Sale of Bidding/ Bid Documents**

- 2.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete Bid document can be downloaded for online submission from the web-site <https://eproc.rajasthan.gov.in>.
- 2.1.2 The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of GM/S&T/JMRC, Jaipur Metro Rail Corporation, C- Wing, Admin Building, 3rd Floor, Mansarovar Depot, Bhriugu Path, Jaipur- 302020. Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>.
- 2.1.3 To participate in online bidding process, bidders must procure a Digital Signature Certificate (class 2/class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronics bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.
- 2.1.4 Cost of Bid Document (BID fee) and E-BID processing fee shall be paid as mentioned in NIB. The Bid fee and E-BID processing fee are non-refundable.
- 2.1.5 In addition Bid Security as per clause 2.2 below shall be paid.
- 2.1.6 Any Bid not accompanied by valid Bid Security, the cost to-wards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.
- 2.1.7 Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.
- 2.1.8 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- 2.1.9 No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- 2.1.10 The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- 2.1.11 Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

2.2 Cost of bid document and Bid Security

- 2.2.1 The cost of bid document shall be paid in the form mentioned in NIB and shall form part of the Bid.
- 2.2.2 Bid security shall be 1% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.25% 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 0.5% 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.(Amendment of RTPPR rule-42 dated- 13.08.2020)

- 2.2.3 BID SECURITY shall be paid as per NIB and shall form part of the technical bid. Scanned copy of DD/BC/BG/receipt of the online payment/deposition of Bid security, Bid fee and e-Bid processing fee needs to be submitted online along with the technical bid document. Bidder is advised to send an email to Procuring Entity (edst@jaipurmetrorail.in) mentioning the payment details of bid related fees/ charges i.e. bid cost, Bid security, Bid fee and e-Bid processing fee maximum up to last date and time mentioned in para 1.4(i) of key details.
- 2.2.4 The Bid Security of unsuccessful bidders shall be returned promptly after final acceptance of successful bid or the earliest of the following events, namely:-
- a) The expiry of validity of Bid;
 - b) The cancellation of the procurement process
- 2.2.5 The Bid Security taken from a bidder shall be forfeited, if any, in the following cases, namely: -
- a) When the bidder withdraws or modifies its bid after opening of bids;
 - b) When the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - c) When the Bidder does not deposit the performance security and failed to signed agreement within specified period after the supply/work order is placed; and
 - d) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.2.6 Notice will be given to the Bidder with reasonable time before Bid Security deposited is forfeited.
- 2.2.7 No interest shall be payable on the Bid Security .
- 2.2.9 In case of non submission of Bid Security, the bid will be summarily rejected.
- 2.2.10 The procuring entity shall promptly return the Bid Security of the successful Bidder after supply of the items as per bid condition or after the earliest of the following events, namely:-
- a) The expiry of validity of Bid;
 - b) The cancellation of the procurement process; or
 - c) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.3 Changes in the Bidding Document

- 2.3.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 2.3.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.



2.3.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

2.3.4 Such modification shall form integral part of The Bid document.

2.4 Period of Validity of Bids

2.4.1 Bids submitted by the Bidders shall remain valid during the period specified in the NIB bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

2.4.2 Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Bid Security shall not be forfeited.

2.5 Performance Security Deposit

2.5.1 Successful Bidder shall submit the Performance Security Deposit within 15 days from the date of acceptance of LOA as mentioned in NIB 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.

2.5.2 The 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.

2.5.3 If the successful bidder fails to deposit the required Performance Security Deposit 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 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.

2.5.4 Performance security shall be furnished in any one of the forms mentioned in NIB. If the bidder opt to deposit performance security in the form Bank guarantee then the amount and form of such guarantee or bond will be in accordance with the Conditions of the Contract and as indicated in the Form-K and it shall be got verified from the issuing bank.

2.5.5 No interest shall be payable on the Performance security.

2.5.6 Performance security 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(if applicable).



2.5.7 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.
- If bidder fails to achieve compatibility of the item to be supplied under this bid with existing system in JMRC & fails to make the existing system functional as per below clause 4(scope of work).

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

2.6 Eligibility Criteria

2.6.1 Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.

2.6.2 Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.

2.6.3 Work experience :-

- The participating firm should have at least two year of experience in the field of service and maintenance of Emersion / VERTIV make, NXR model UPS of 30 KVA or above in Railways, Metros/ Government Ministries/ Departments/ PSUs. A copy of Proof of experience in the form of Purchase Order/Work Order along with Satisfactorily Work Performance report duly signed by Authorised signatory of work awarding agency mentioning with following as minimum: Make/ model of the system under CAMC/AMC, Period of the contract/work and Amount paid for the contract/LOA/ work order, during last 5 financial period and current financial year up to the previous month from the date of Bid opening.
- The work experience to be submitted by the bidder should be either of the following:
 - Three similar works each costing not less than the amount equal to 40% of the estimated cost,

Or

 - Two similar works each costing not less than the amount equal to 50% of the estimated cost ,

Or

 - One similar work each costing not less than the amount equal to 80% of the estimated cost.

Note: The above work experience conditions as per clause 2.6.3 are not applicable in case of OEM.

2.6.4 **Turnover:-** The bidder should have average annual financial turnover of 40% of estimated cost in last three financial years(2017-18, 2018-19 and 2019-20). Bidders is required to



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present the data as per Annexure-1 along with supporting documents for last three years as mentioned below:-

Audited profit and loss A/c and /or audited balance sheet showing the required turnover, certified by a Chartered Accountant with stamp and signature

OR

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

OR

Turnover statements, certified by a Chartered Accountant.

- 2.6.5 He shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). He shall submit an undertaking to this effect as per Form-I

2.7 Format and Signing of Bids

- 2.7.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.7.2 All pages of the bid shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder pursuant to Clause 5.3, Form C, in token of acceptance of all the terms and conditions of the bidding documents.
- 2.7.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

2.8 Submission of Bids

- 2.8.1 Submission of bids through online process is mandatory for this tender. Bids sent by post, fax or e-mail or presented in person will not be considered.
- 2.8.2 The bidder should get itself registered on procurement portal (<http://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site. The complete bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.
- 2.8.3 To participate in online bidding process, bidders must procure a Digital Signature Certificate (class 2/class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronics bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be summarily rejected.
- 2.8.4 Bidders (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/ Bankers Cheque for Tender Fee & e-tender processing Fee and BID SECURITY. Original copy of DD/ Bankers Cheque for Tender Fee & e-tender processing Fee and BID





SECURITY must be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of the RFP, by the scheduled date and time as per NIB.

To,

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

- 2.8.5 Bid Security, e- Bid Processing Fee and cost of Bid document submitted after due date and time shall not be accepted and online Bids of such Bidders shall liable to be rejected summarily.
- 2.8.6 JMRC will not be responsible for Bid Security; e- Bid Processing Fee and Cost of Bid Document delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission.
- 2.8.7 Any Bid not accompanied by valid Bid Security, e- Bid Processing Fee and Cost of Bid Document in acceptable form will be liable to be treated as being non- responsive & shall be rejected.
- 2.8.8 JMRC will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 2.8.9 Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- A Single stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a pdf copy of this Request for Proposal with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all Annexures/Forms duly filled. DD/BC/BG and all required document in support of eligibility, Bid security, Bid fee and e-Bid processing fee and other documents of this bid document.

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

All the applicable Annexure/Forms shall be duly filled, physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical Bid. **Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Bid shall be summarily rejected.**

b) Part-B: Financial Bid (BOQ)





This Part should contain the Financial Bid in the prescribed Format as per clause 5.12 Form-L (BoQ). It is to be noted that all applicable taxes chargeable extra as per the prevailing rate will be paid by the bidder(s) separately.

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

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
 - ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
 - iii. Fill Bidder's Name and relevant prices as asked in BoQ in down loaded Financial Bid format as specified (in XLS/ XLSX format only or Modify accordingly).
 - iv. Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and remember its name & location and upload correct file (duly filled in).
- 2.8.10 The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.
- 2.8.11 The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.9 Cost & Language of Bidding

- 2.9.1 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.
- 2.9.2 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.

2.10 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.





2.11 Deadline for the submission of Bids

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

2.12 Receipt and Custody of Bids

The bids shall be submitted online as per the schedule mentioned in the table under Notice inviting Bid of this RFP along with the physical deposition of Cost of Bid document, e-tender processing fee and Bid security in the originals at Room No. 413, 4th Floor, Admin Building, Mansarovar Depot, Bhriгу Path, Jaipur-302020 in a manner as specified in this RFP.

2.13 Withdrawal, Substitution and Modification of Bids

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

2.14 Opening of Bids

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





opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

2.15 Selection Method

- 2.15.1 The selection method is Least Cost Based Selection (LCBS) of individual item as detailed below:
- 2.15.2 The bid will be opened on scheduled time and date as per NIB.
- 2.15.3 The ranking of L1, L2, L3 etc, will be done on basis of Total Cost filled in BOQ, with L1 being the Bidder whose Cost is the lowest, L2 being the second lowest and so on.
- 2.15.4 The work order will be given to most advantageous technical responsive bidder of financial bid (L1). If the rate quoted by two or more bidders comes out to be same then the bidders will be called for a negotiation for that item(s) and the bidder quoting the least will be awarded the work order/contract.

2.16 Clarification of Bids

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

2.17 Evaluation of Bids

2.17.1 Preliminary Examination of Bids

- 2.17.1.1 Envelopes containing Bid security, Cost of Bid documents and e-Bid Processing fee will be opened first. Bids of those Bidders who have not submitted valid Bid security, e-Bid Processing fee and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.
- 2.17.1.2 On opening of the Bids, JMRC will first check the Bid Security, e-Bid Processing Fee and cost of Bid documents through online mode by cross verifying with the hardcopy submitted. If the documents do not meet the requirements of JMRC, a note will be recorded accordingly by the Bid Opening Authority.
- 2.17.1.3 Further the bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure



that the: -

- a. bid is submitted, sealed and signed, as per the requirements listed in the bidding document;
- b. bid is valid for the period, specified in the bidding document;
- c. bid is unconditional and the Bidder has agreed to give the required performance security (if required) and;
- d. Other conditions, as specified in the bidding document are fulfilled.

2.17.2 Determination of Responsiveness

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

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

- a. "Deviation" is a departure from the requirements specified in the bidding document;
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 3 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- 4 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

2.17.3 Non-material Non-conformities in Bids

- 2.17.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- 2.17.3.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, PAN certificate etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 2.17.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.



- 2.17.3.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.
- 2.17.3.5 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- 2.17.3.6 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of 'Total Cost in financial bid. A list of L1, L2....will be prepared accordingly.
- 2.17.3.7 The rates quoted by L1 (overall) Bidder shall be accepted as the Bid rates.

2.18 Negotiations

- 2.18.1 Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for the job type by other bidders.
- 2.18.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.18.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).
- 2.18.4 A minimum time of Seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.
- 2.18.5 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 2.18.6 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.18.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.19 Correction of Arithmetic Errors in Financial Bids:

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

- i. 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;

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

2.20 Acceptance of the successful Bid and Issuance of Purchase Order

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

2.21 Right to Vary Quantity

Variation in quantity can be done by JMRC as per Clause No. 73 of RTPPP-2013 (with latest amendment).

3. General Conditions of Contract

3.1 Terms & Condition:-

Bidders should read these conditions carefully and comply strictly while sending their bids.

- 3.1.1 The JMRC reserves the right to accept or reject any or all quotations without assigning any reasons.
- 3.1.2 Vendors are requested to quote their most competitive rate in schedule of items given at BOQ.
- 3.1.3 No bidder shall be allowed to revise its original price.





- 3.1.4 The validity of the offer should be as per NIB from the last date of the submission.
- 3.1.5 Incomplete, conditional and unsigned Bid document are liable to be rejected.
- 3.1.6 The rates (excluding GST which should be shown separately) quoted shall be For JMRC office, Mansarovar Metro Depot, Jaipur-302020; no other charges shall be paid by JMRC.
- 3.1.7 The Initial repair work of faulty items is to be executed within 45 days from the issuance of purchase order/LOA. CAMC will only start after 15 days from the date of completion of Initial Repair Work.
- 3.1.8 The Completion period for CAMC work is initially 2 years starts after 15 days from the date of Completion of Initial repair work and shall be further extendable with mutual consent at the same rate for six months at a time.
- 3.1.9 Bid name and Bid No should be mentioned on the sealed offer.
- 3.1.10 Inspection Authority: Nominated JMRC representative.
- 3.1.11 The contract is governed by RTTP Act 2012 and RTTP Rules 2013.
- 3.1.12 Faulty items during CAMC to send at Service centre for repairing/replacement shall only be arranged by the service provider. JMRC is not liable to pay any charges other than mentioned in financial bid.
- 3.1.13 The service provider shall submit Indemnity Bond as per Performa attached at Form-M on before taking over the faulty modules of UPS system from JMRC for repair during contract period.
- 3.1.14 The service provider shall submit a Declaration as per performa attached at Form-N certifying that if any module during CAMC period got damaged in his custody or in his premises, then service provider will replace the JMRC owned module with the same new-module or the higher version module which will be compatible with the UPS system installed at Jaipur Metro Rail Corporation Ltd.
- 3.1.15 In case of replacement, the part must be of same or similar brand (branded & genuine). The documentary proof to this effect shall be submitted and its record must be available in the fault report for verification by JMRC representative. The contractor shall exhibit the defective nature of the hardware component to the representative of JMRC before removing the subject component. The information about the replaced hardware (which needs to be sent to the Firm's Service centre, if cannot be repaired in JMRC) must be available with JMRC through fault/service report.
- 3.1.16 The Contractor shall submit an undertaking that UPS performance & all other technical parameters will remain unaffected after rectification & maintenance work.
- 3.1.17 JMRC shall have the right to make minor alterations/substitutions in the specifications in the scope of work or issue instruction that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instruction which may be given to him by Authorized EMPLOYER representative.

4. Scope of Work

4.1 Introduction

The contractor will execute the work of Initial Repair and Comprehensive Annual Maintenance Contract for UPS System*(excluding batteries) and DC charger covering



100% parts including all components, wires and all consumables such as connectors, fuses, switches, indicating lamps, MCBs etc. The following UPS system installed under S&T department of JMRC will be included in Initial Repair & CAMC.

S.No.	Stations	No. of UPS system	Make	Model	Rating
1	MSVD & OCC	02 Sets	Emersion	NXR	120 KVA
2	MSOR & MRSN	02 Sets	Emersion	NXR	60 KVA
3	NAMT, VKVR, SM NR, RMNR, CLJP, S ICP, CDPE	07 Sets	Emersion	NXR	30 KVA

*One set of UPS system consists of 02 Nos of UPSs of respective KVA, 01 SCVSs, 01 Input transformers/ATs, 01 ACDBs, 01 Spare Cell Chargers including all components, wires and all consumables such as connectors, fuses, switches, indicating lamps, MCBs etc.

4.2. Site visit for Initial Repair & CAMC

4.2.1. The Bidders are advised to visit the site for health check up the system mentioned in the scope of work at clause- 4.1 and obtain all information that may be necessary for preparing the offer of Initial repair & CAMC for filling in the BOQ(as per NIB). No visit charge will be paid by JMRC and visit date is mentioned in NIB.

4.2.2. The Bidders are also advised to visit and examine the site of works and its surroundings at his/their own cost and obtain all information that may be necessary for preparing the offer of Initial repair & CAMC for filling in the BOQ.

4.3. Initial Repair:

4.3.1. The period of Initial repair will be of 45 days from LOA and the period of CAMC will be 24 month and shall be further extendable with mutual consent at the same rate for six months at a time. This CAMC will start after 15 days from the completion of the Initial Repair work. On awarding LOA the bidder should submit a system health report having following:

- Report having description of fault diagnosed
- List of the parts which are to be replaced / repaired
- Testing & service sheets, if any

After Initial repairing the faulty items, the repaired items will be handover to JMRC along with the following reports:-

- ✓ Report having description of fault diagnosed
- ✓ List of the parts which are replaced / repaired
- ✓ Testing & service sheets after repairing
- ✓ Warranty of repaired items, if any.

4.3.2. Taken over of the repaired items will only be done by JMRC after checking workability of the repaired items. Also, faulty parts received from the initial repair are to be returned to JMRC. The repaired items will be installed at sites and their workability will be under observation for 15 days. If, any repaired item get faulty during this periods, the contractor shall be responsible for repairing these items free of cost.

4.3.3. After ensuring the workability of repaired items, payment of repair will be processed with the payment of CAMC after receiving separate invoice for the said repairing.

4.4. Comprehensive Annual Maintenance:

The contractor will execute the work of Initial Repair and Comprehensive Annual Maintenance Contract for UPS System (excluding batteries) provided under S&T department of JMRC of Emerson Make as per manufacturer recommendations.

4.4.1. All modules including every consumable (except Batteries) are to be supplied by the contractor during the duration of the contract. All T&Ps, Testing instruments etc required for preventive & corrective maintenance shall be arranged by the contractor. No T&P shall be supplied to contractor by JMRC.

4.4.2. In case of replacement of any defective part during maintenance these component/PCBs/Modules/Parts should be of the same specifications or equivalent. Also, the Contractor shall submit an undertaking that UPS performance & all other technical parameters have remained unaffected after rectification & maintenance work.

4.4.3. A list of all the spares used in UPS system with their quantity, availability and location for this contract to be submitted by the contractor. No space for stocking of these parts will be provided by JMRC.

4.4.4. The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.

4.4.5. The contractor has to maintain a register for the periodical maintenance and repair, which have to be jointly signed with representative of the JMRC as a token of witnessing the same, and the contractor representative. The contractor should depute only qualified / experienced technicians for carrying out the preventive, corrective and Breakdown maintenance work.

4.4.6. The Maintenance and servicing report shall be submitted in triplicate, which shall be signed by Contractor and JMRC representatives. The Contractor will submit report-giving details of Preventive, Corrective and Breakdown Maintenance carried out.

4.5. Preventive Maintenance: -

1) Preventive Maintenance is to be carried out Quarterly/Yearly as per the approved





- schedule during non-revenue hours under proper Permit To Work (PTW) in such a manner that overall functioning of the system & function of equipments being fed by UPS will not get affected.
- 2) In order to ensure specified quality of power output of all the components of UPS system: if found not working are to be replaced during preventive maintenance by the contractor.
 - 3) Contractor during every Preventive Maintenance (Quarterly/Yearly) shall submit a report to JMRC.
 - 4) Quarterly preventive maintenance will include following as minimum and any other checks as per OEM prescribed maintenance manual:-
 - a) Cleaning up of UPS system, Visual Inspection to check any defect/deformation
 - b) Checking and Adjustment of Power parameters.
 - c) Checking and Adjustment of Control parameters on different PCBs
 - d) Battery Health check
 - e) Tightness of all connections by shutting down the subsystems one by one
 - f) Measurement of load on each phase in UPS system
 - g) Test of Automatic Transfer switch of UPS 1 & UPS 2.
 - h) Testing of switchover between SCVS, Inverter and batteries.
 - i) Testing of Bypass & Maintenance Bypass supply.
 - j) Testing of Parallel Redundancy between UPS 1 & UPS 2
 - k) Health status of UPS spares cell chargers.
 - 5) Yearly preventive maintenance will include following as minimum and any other checks as per OEM prescribed maintenance manual:-
 - a) UPS earth Test
 - b) Testing of UPS System Synchronization with Diesel Generator.
 - c) Checking/verification of Ammeters, Voltmeters, LED indication, Cable connectors, Bus bars and Earth connection.
 - d) Cleaning up of cabinet, Power components, PCBs etc.

4.6. Corrective Maintenance: -

1. 24x7 offline and onsite support as and when required.
2. In case of any failure/fault, a complaint will be logged through call for which a complaint ticket No. will be issued. The ticket number will be tracking reference for both parties till the closure of failure/fault.
3. Response time to attend any failure/breakdown of the UPS system shall not exceed one hour.
4. In case of breakdown of one UPS and/or loss of redundancy available in the modules/sub-system/system covered under CAMC, corrective maintenance will be carried out in night on the same date during non revenue hours (22:00 Hrs. to 04:00 Hrs.). The rectification time shall not be exceeded to next revenue hours/business day.
5. In case of both UPS breakdown or output not available due to failure of any other modules/sub-system/system covered under CAMC, corrective maintenance will be



carried out immediately and the maximum time to restore the UPS output for the JMRC load shall not exceed 4 hours (inclusive of response time).

6. For the faulty repaired items, following reports will be submitted by the contractor to JMRC :-

- Report having description of fault diagnosed
- List of the parts which are replaced / repaired
- Testing & service sheets after repairing.

4.7. PENALTY:

1. If service provider is failed to rectify failure as per service plan of the bid document then penalty will be imposed as following:

S.No.	Description	Penalty
1.	For Corrective maintenance	
a)	Beyond MTTR (Mean Time to Restore) up to 24 hours	Rs. 1000/-
b)	Beyond 24 hours	Rs. 2000/- per day
2.	For Preventive maintenance	
	Beyond 15 days from the scheduled preventive maintenance	Rs. 1000/- per day
3.	Maximum Penalty	10% of AMC Value

2. Amount of penalty if any, will be deducted from the quarterly bill submitted by the contractor.

4.8. PAYMENTS

4.8.1. Advance Payment will not be made. The Payment for the CAMC service will be paid quarterly on submission of the bills certified by the representative of JMRC with regard to satisfactory execution of the contract service during the period for which the bill is claimed.

4.8.2. Payment of initial repair shall be done with the payment of first quarter of CAMC on providing invoice for the same separately.

4.8.3. The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.

- 4.8.4. LD & Penalty, if any shall be charged from the due payment of Invoice.
- 4.8.5. All remittance charges will be borne by the supplier/ Contractor.
- 4.8.6. Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- 4.8.7. The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.
- 4.8.8. The TDS and other statutory taxes & Levies as applicable, if any would be deducted from quarterly bill.
- 4.8.9. The transportation cost shall be borne by the Bidder.

4.9. LIQUIDATED DAMAGES (LD)

- 4.9.1. In case of extension in the Initial Repair period with liquidated damages the recovery shall be made on the basis of following:-
- Delay up to one fourth period of the prescribed delivery period: 2.5% of contract value for Initial Repair.
 - Delay exceeding one fourth but not exceeding half of the prescribed period: 5.0% of contract value for Initial Repair.
 - Delay exceeding half but not exceeding three fourth of the prescribed period: 7.5% of contract value for Initial Repair.
 - Delay exceeding three fourth of the prescribed period: 10% of contract value for Initial Repair.
- 4.9.2. Fraction of a day in reckoning period of delay in Initial Repair work shall be eliminated if it is less than half a day.
- a) The maximum amount of liquidated damages shall be 10% of the contract value for Initial Repair work. The LD shall be charged from the due payment of the Invoice.
- 4.9.3. If the contractor/supplier requires an extension of time in completion of contractual work on account of occurrence of any hindrance, he shall apply in writing to the authority for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of work.
- 4.9.4. Completion period for Initial Repair work may be extended with or without liquidated damages if the delay in completion period and related services/work is on account of hindrances beyond the control of the Bidder.

4.10. TERMINATION



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4.10.1. **Termination for Default**

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

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

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

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



5. BID FORMS

5.1 Form A: Form of Bid

Note:

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

Name of Work: _____

To
Executive Director (S&T),
Jaipur Metro Rail Corporation Limited,
Room no.-406, 4th Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhri gu path, Mansarovar, Jaipur-302020

- Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract. Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs as mentioned in BoQ for . F2(39)/JMRC/O&S/S&T/CAMC of UPS/2019-20 or such other sum as may be ascertained in accordance with the said conditions.

Name of the Bidder		
Name and Designation of Authorized signatory		
Registered Office Address of Bidder		
Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
Checklist		

- We acknowledge that the Appendix forms an integral part of the Bid.
- We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the purchase order.





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4. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
5. 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.
6. After acceptance of LOA, it will be the binding document between us and JMRC
7. 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.
8. 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.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. 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..... 2020

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 Bidder's Profile**

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



**5.3 Form C: Format of Power of Attorney**

Know all men by these presents, we, (Name of the Bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms..... son /daughter of Shri.....and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for '-----

----- (Name of Bid) and (Bid No. -----) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority. signing and execution of all contracts including the undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till completion of contract.

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2020.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:



1. XXX

2. ABC

Note:

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





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5.4 Form D: Self-Declaration {to be filled by the Bidder}

To,

Executive Director (S&T)

Jaipur Metro Rail Corporation

Room no. 406, 4th floor Admin Building Mansarovar metro train depot,

Bhriugu path, Mansarovar, Jaipur – 302020

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

- possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- 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;
- 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.
- does not have any previous transgressions with any entity in India or any other country during the last three years
- does not have any debarment by any other procuring entity
- 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;
- 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;
- does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- will comply with the code of integrity as specified in the bidding document.
- Agree to all terms and conditions of the General Conditions of Contract (GCC).

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____





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

To,

Executive Director (S&T)

Jaipur Metro Rail Corporation

Room no. 406, 4th floor Admin Building Mansarovar metro train depot,

Bhriagu 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 work, 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 behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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





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- 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.





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Form-F, Annexure B Declaration by the Bidder regarding Qualifications

Declaration by the Bidder in relation to my/our Bid submitted

to.....

For procurement of.....in response
to their Notice Inviting Bids

No.....dated.....

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:



Form-F, Annexure C Grievance Redressal during Procurement Process

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

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

1. Filing an appeal

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

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

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

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

4. **Appeal not to be in certain cases**

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

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



- (e) Applicability of the provisions of confidentiality.

5. Form of Appeal

- (a) An appeal under para (1) 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.



5.7 Form- G [Sec rule S3]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
 Appeal No..... of.....
 Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

- i.
- ii.
- iii.

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

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

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

6. Grounds of appeal:.....

7. Prayer:..... (Supported by an affidavit).

Place.....

Date

Appellant's Signature



5.8 Form-H, BANK DETAILS**Beneficiary Name:****Beneficiary Address:**

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

Bank Details:

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

Stamp & Signature of Authorize

5.9 Form I- Black list certificate

We hereby certify that our organization has neither been black listed nor our contracts have been terminated /foreclosed by any company/ Government Department / Public Sector organization during last 3 financial years ending 31.03.2020 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations or any other reason.

Date:

Signature of bidder

Place:

Name

Designation:

Address:

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





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5.10 Form J -Declaration by the Bidder regarding compatibility of items to be supplied (Technical specifications and standards & its functioning with existing JMRC system)

Proposed make/model to be supplied against this Bid by the bidder _____

Declaration:

It is certified that the goods and related services of the above mentioned make which is proposed to be supplied against this bid is technically compatible with existing JMRC system, meet the current specifications and ensure its proper functioning with existing system

Representative

Signature of Firm's

(With Seal)





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5.11 Form: K 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 _____
"Initial Repair and Comprehensive Annual Maintenance Contract for 2 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd..."

Bid No. **No. F2(39)/JMRC/O&S/S&T/UPS CAMC/2019-20** Dated: / / 2020
 (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 obligations 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.





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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) 2020 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



5.12 Form-L, BILL OF QUANTITIES (BOQ) -FINANCIAL BID FORM

Item Rate BOQ

NAME OF WORK: Item Rate and Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 8 metro stations & OCC under S&T/C&M of Jaipur Metro Rail Corporation Ltd.

NOTE:

1. Price quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately.
2. Any item not quoted will be deemed to be included in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately.
3. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
4. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
5. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
6. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
7. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
8. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
9. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
10. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
11. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
12. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
13. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
14. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
15. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
16. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
17. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
18. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
19. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.
20. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.

PRICE SCHEDULE										
Sl. No.	Item Description	Quantity	Units	Quoted Rate in INR	Basic Rate in INR	As per BOQ in INR	As per BOQ in INR	As per BOQ in INR	As per BOQ in INR	As per BOQ in INR
1	1. Price quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately.									
2	2. Any item not quoted will be deemed to be included in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately.									
3	3. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
4	4. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
5	5. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
6	6. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
7	7. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
8	8. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
9	9. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
10	10. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
11	11. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
12	12. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
13	13. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
14	14. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
15	15. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
16	16. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
17	17. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
18	18. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
19	19. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									
20	20. The rate of the contractor shall be deemed to be the rate of the contractor for the entire duration of the contract.									

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

Note:

- Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST will be reckoned on the base of material supplied date to JMRC.
- The Criteria of evaluation shall be suitable L1 for the Total rate quoted in BOQ.
- Declaration vide Form-J is to be compulsorily submitted along with bid document.
- 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.



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



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5.13. Form M: INDEMNITY BOND

This deed of Indemnity executed by M/s _____, herein after referred to as 'Indemnifier' Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of **M/s JAIPUR METRO RAIL CORPORATION Ltd.** Hereinafter referred to as the 'Indemnified' Which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to. Whereas the indemnified herein has awarded to the Indemnifier herein a Letter of Acceptance for "**Initial Repair and Comprehensive Annual Maintenance Contract for 2 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.**" on terms and conditions set out inter alia in the LOA No **F2(39)/JMRC/O&S/S&T/CAMC of UPS/2019-20** _____ dated on _____

We shall be entirely responsible for the safe custody and protection of the materials under this tender against all risk till they are duly delivered and/or installed and/or erected equipment to the JMRC or as directed otherwise and shall indemnify the JMRC against any loss, damage or deterioration whatsoever in respect of the said materials. The said materials shall at all time be opened to Inspection by any Officer authorised by the JMRC.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, JMRC shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time thereafter becomes due to us under the said or any other contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the assessment of the compensation therefore would be made by JMRC or his authorised nominee shall be final and bind upon us.

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

Place:

(.....)

Date:

Authorized Signatory
Company Seal

Witness:

I.....





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Signature with Name, Designation & Address.

2.....

Signature with Name, Designation & Address.

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





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5.14 Form N: Declaration for replacement if the JMRC module damaged in the custody of Service Provider

To,

Executive Director (S&T)

Jaipur Metro Rail Corporation

Room no. 406, 4th floor Admin Building Mansarovar metro train depot,
Bhriugu path, Mansarovar, Jaipur – 302020

This is to certify that, if any module during CAMC period got damaged in our custody or in our premises, then we will replace the JMRC owned module with the same new module or the higher version module which will be compatible with the DC system installed at Jaipur Metro Rail Corporation Ltd.

Thanking you,

Name of the Service provider: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____





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5.15 FORM OF BID SECURITY BY BANK

[to be issued by any Scheduled Commercial Bank based in India from its branch located in Jaipur only]

1.1 FORM OF BANK GUARANTEE FOR BID SECURITY

1.1.1.1 know all men by these presents that we _____ (Name of Bank) having our registered office at _____ (Address and Name of country) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

1.1.1.2 Whereas _____ (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated _____ for Customer Facilitation Services (NIB No. _____) contract for _____ of rail/metro corridor of Jaipur MRTS project hereinafter called "the Bid" and whereas the Bidder is required to furnish a bank guarantee for the sum of Rs. _____ (rupees _____) as Bid security against the Bidder's offer as aforesaid.

and whereas _____ (name and address of the bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

1.1.1.3 We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till (Date up to which Guarantee is valid i.e. 90 days from the last date of tender submission).
- e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.





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1.1.1.4 THE CONDITIONS OF THIS OBLIGATION ARE:

The Bid Security taken from a bidder shall be forfeited, if any, in the following cases, namely: - (Refer Bid Clause 2.2)

- When the bidder withdraws or modifies its bid after opening of bids;
- 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;
- When the Bidder does not deposit the performance security and failed to signed agreement within specified period after the supply/work order is placed; and
- If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions mentioned above, specifying the occurred condition or conditions.

.....Signature of
Authorized Official
of the Bank

Signature of the witness

Name of Official

.....

Designation

I.D. No.

Name of the Witness

Stamp/Seal
of the Bank

.....

Address of the Witness

.....

[Handwritten signature]



Annexure-1 CAPACITY OF THE APPLICANT

S. No.	Financial Year	Turnover (Rs. In Lacs)
1	2017-18	
2	2018-19	
3	2019-20	
AVERAGE TURNOVER FOR ABOVE THREE FINANCIAL YEARS		

Turnover is to be certified by Chartered Accountant.

Note: Attach documents as per clause 2.5.6 of RFP.

Date

Signature

Place

Name

Designation

Seal of Authorized Signatory (bidder)

