



JAIPUR METRO

No. F2(52)/JMRC/O&S/S&T/CABLE/2020-21

Price Rs. 590/-

JAIPUR METRO RAIL CORPORATION LTD.

No. F2(52)/JMRC/O&S/S&T/CABLE/2020-21

Dated:29/04/2021

**“Procurement of Fist Mic cable for Train Radio System for Jaipur
Metro Rail Corporation Ltd”**



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

3rd Floor, OCC Admin Building,

Mansarovar Depot, Jaipur (Rajasthan) - 302020

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

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1. Notice Inviting Bid

- 1.1 Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal for Open Tender **(Single stage one envelope method) for “Procurement of Fist Mic cable for Train Radio System for Jaipur Metro Rail Corporation Ltd.”**
- 1.2 The complete Bid document can be downloaded on Corporation’s website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.
- 1.3 Bid documents along with required submittals shall be submitted by the bidder at the place mentioned in NIB before or on the time.

1.4 Key Details:

a)	Designation and address of inviting authority	GM(S&T), Jaipur Metro Rail Corporation Ltd., JAIPUR
b)	NIB/Bid No	No. F2(52)/JMRC/O&S/S&T/CABLE/2020-21 Dated: 29/04/2021
c)	Name of Work	“Procurement of Fist Mic Cable for Train Radio System for Jaipur Metro Rail Corporation Ltd”
d)	Cost of Bid	Rs. 590/- (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 Form is not refundable
e)	Estimated Cost	Rs. 1,35,700/- (including GST)
f)	Earnest Money Deposit (EMD) / Bid Security.	Form of Bid-securing Declaration as attached at Form-J on Rs. 50/- Stamp paper of Rajasthan State only.
g)	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-H (enclosed) of a Scheduled Commercial Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur.
h)	Last Date & Time for Physical submission of bid along with original DD / BC for BID fee and <i>Form of Bid-securing Declaration in separate envelope at JMRC office</i>	15:00 Hrs. dated 12/05/2021
i)	Name of website (s) for download of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
j)	Bid Download Start Date / Time	17:00 Hrs. dated 29/04/2021
k)	Bid Submission start date/ Time	17:00 Hrs. dated 29/04/2021



l)	Last Date & Time for Submission of Bid	15:00 Hrs. dated 12/05/2021
m)	Time & Date of Opening of Bid	15:30 Hrs. dated 12/05/2021
n)	Venue of Submission and Opening of Bid	Room no. 319, 3rd Floor Admin Building, Mansarovar Depot, Bhriгу path, Mansarovar, Jaipur-302020
o)	Validity of Bid	90 days from the last date of submission of Bid.
p)	Delivery of items	Subject to the conditions of the contract, the work shall be executed within 06 weeks from the Date of P.O /LOA or earlier.
q)	Warranty	Minimum warranty period shall be 12 month from the date of supply.
r)	Minimum Eligibility Criteria	As per clause 5 of bid document

Note:

- i) This bid document govern with Rajasthan Transparency in Public Procurement Act, 2012.
- ii) All bidders or their authorized representative may attend the opening of Bid.
- iii) All above events will be held at JMRC, Admin Building, Mansarovar Depot, Bhriгу Path, Jaipur- 302020
- iv) 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.
- v) All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder.
- vi) Conditional bid shall not be accepted.
- vii) Bids shall be submitted at the venue mentioned in NIB till the time and date specified in the NIB. Bids received after the last time and date for depositing Bid shall not be considered. Bidder may be sent his bid by hand or Courier or post at the venue mentioned in NIB.
- viii) Cost of Bid documents and *Form of Bid-securing Declaration* in original needs to be submitted along with the bid document in separate envelope. Bids of those Bidders who have not submitted valid *Form of Bid-securing Declaration* and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.
- ix) Bidder must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any rate of any item, the bid shall be summarily rejected.
- x) JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- xi) No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- xii) 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.

xiii) In case of any further details required, the same can be collected from the office Of GM(S&T)

General Manager (S&T)

JAIPUR METRO RAIL CORPORATION LTD,

Room No.319, 3rd floor, Admin Building

Bhrigu path, Mansarovar, Jaipur – 302020

Landline no. 0141-2822123

Email: dqmsnt@jaipurmetrorail.in

xiv) In case of any query regarding this Bid, same may please be made with Manager (S&T),

Landline no. 0141-2822124, Email Id - mqrte@jaipurmetrorail.in

2. Sale of Bidding/ Bid Documents

The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents are placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost while submitting the bid to the procuring entity. The bidding documents shall be made available to any prospective Bidders and Bids of those Bidders who have not submitted valid *Form of Bid-securing Declaration* and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.

3. Bid Security/ Earnest Money Deposit (EMD)

3.1 In addition to cost of Bid Document, Form of Bid-securing Declaration on Rajasthan state non-judicial Stamp paper shall be submitted as per NIB and this shall form part of the Bid.

4. Performance Security Deposit

4.1 Successful Bidder shall submit the Performance Security Deposit within 15 days from the date of issuing 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. (Please refer rule 75 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013 with latest amendment).

4.2 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. 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.

- 4.3 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-H and it shall be got verified from the issuing bank.
- 4.4 No interest shall be payable on the Performance security.
- 4.5 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).
- 4.6 **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 16(scope of work).
- 4.7 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 4.8 The performance security of the successful bidder will be released after the completion of all contractual obligations.

5. Minimum Eligibility Criteria

- 5.1 Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.
- 5.2 Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
- 5.3 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 as per clause 19.6,Form-F.

6. Submission of Bids

- 6.1 A single-stage single envelope selection method shall be adopted in this Bid.The complete bid document will be consisting of following:-
- Bid Cost
 - Form of Bid-securing Declaration.*
 - The bidder shall enclose duly signed and stamped copy of the Bid Document, BOQ and all submittals and all required submittals.
- 6.2 Single envelope shall comprise of the following: -

- a) Name and complete address along with telephone/ mobile number of the Bidder;
 - b) Complete address of the procuring entity with telephone number, if any;
 - c) The specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document
- 6.3 Bids signed without any of the information desired in the prescribed formats will not be considered. Besides this, all other associated / required documents shall be submitted duly numbered with signature and stamped by the bidders.
- 6.4 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 6.5 All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as per clause 19.3, Form C.
- 6.6 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 6.7 The Bidder shall, on or before the date and time given in the table under notice Inviting Bid of this RFP, submits his Bid along with Cost of Bid Document and *Form of Bid-securing Declaration* in originals. Bidder should mention his Name and address along with name and No. of the bid on the envelope. This envelope to be submitted by hand delivery, by courier or by post at the address mentioned below:

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

- 6.8 JMRC will not be responsible for *Form of Bid-securing Declaration* and Cost of Bid Document and Bid Documents 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. JMRC will not be responsible for delay in submission due to any reason.

7. Opening of Bids

- 7.1 The Bids will be opened 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.

7.2 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.

8. Selection Method

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

- 8.1 Single bid system; bid will be opened on scheduled time and date as per NIB. The contract will be award to technically compatible & most advantageous bidder of financial bid.
- 8.2 The ranking of L1, L2, L3 etc, will be done on basis of Total Cost, with L1 being the Bidder whose Total Overall Cost is the lowest, L2 being the second lowest and so on.
- 8.3 In case two or more responsive bidders have quoted the same Cost, which is also the lowest amount offered, then JMRC will resort to negotiation among the same bidders(i.e. who have quoted the same Total cost) and the bidder for respective bid whose offer is lowest, shall be declared as successful bidder. The date and time of negotiation will be notified to the concerned bidders.

9. Clarification of Bids

- 9.1 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.
- 9.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to request by the committee shall not be considered.
- 9.3 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.
- 9.4 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.
- 9.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

10. Evaluation of Bids

10.1 Preliminary Examination of Bids

- 10.1.1 Envelopes containing *Form of Bid-securing Declaration* and Cost of Bid documents will be opened first. Bids of those Bidders who have not submitted valid *Form of Bid-securing Declaration* and cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.
- 10.1.2 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.

10.2 Determination of Responsiveness

10.2.1 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.

10.2.2 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.

10.2.3 A material deviation, reservation, or omission is one that,

- a. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract; or
- b. If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.

10.2.4 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

10.2.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

11. Non-material Non-conformities in Bids

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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;
- 11.6 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.
- 11.7 The rates quoted by L1 (overall) Bidder shall be accepted as the Bid rates.

12. Negotiations

- 12.1 Negotiations may, however, be undertaken with the lowest Bidder or most advantageous bidder, when the rates have been quoted by the bidders for the subject matter of procurement; or when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- 12.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 12.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).
- 12.4 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.
- 12.5 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.

- 12.6 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.
- 12.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

13. Correction of Arithmetic Errors in Financial Bids:

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

- a) 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;
- b) 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.

14. Acceptance of the successful Bid and Issuance of Purchase Order

- 14.1 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.
- 14.2 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.
- 14.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 14.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 14.5 Procuring entity's right to accept or reject any or all Bids.

- 14.6 The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders as per RTPP Act and Rules.
- 14.7 The letter of acceptance will be treated as contract agreement between successful Bidder and JMRC.
- 14.8 In case of non-acceptance of LOA, submission of performance security by the successful bidder, even after 07 days of issue of LOA, JMRC shall cancel the LOA and may award the contract to the bidder next in the ranking, at its discretion.

15. Right to Vary Quantity

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

16. General Conditions of Contract

16.1 Supply and Delivery of items

- a) In case the Bidder fails to supply the final deliverables within stated timelines, the LD as per clause 16.5 "liquidated damage" would be applicable.
- b) Subject to the conditions of the contract, the supply of the items as per BOQ shall be done within the period mentioned in NIB
- c) The above material shall be delivered at Room no. 316, Telecom Store, 3rd Floor, C-wing OCC Admin Building, Metro Depot, Mansarovar, Jaipur.
- d) The transportation cost of the items to JMRC (Store, Mansarovar Depot) shall be borne by the Bidder.

16.2 Inspection Rejection of material

- a) The material to be supplied should be compatible with the existing System installed in JMRC. The bidder should submit a declaration in this regard as specified in clause 19.7, Form-G.
- b) Material will be inspected by nominated JMRC representative. If it does not meet the requirements of the specification, it may be rejected.
- c) The rejected articles shall be removed by the supplier/ Bidder/ Contractor within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.

16.3 Payments

- a) Advance Payment will not be made. 100% Payment of the work executed shall be made only after the items are tested and found to be satisfactorily working with the existing system installed in JMRC. An invoice (in duplicate) in the name of "JMRC, Jaipur" shall be submitted by the firm for payment.
- b) The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.

- c) LD, if any shall be charged from the due payment of Invoice.
- d) All remittance charges will be borne by the supplier/ Contractor.
- e) 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.

16.4 Warranty

- a) Minimum warranty period shall be applicable as per NIB.
- b) Warranty Period should be clearly mentioned in the handover note and Invoice along with serial no. of item of the items at the time of supply to JMRC.

16.5 Liquidated Damages (LD)

In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following:-

- i. delay up to one fourth period of the prescribed delivery period: 2.5% of contract value.
- ii. delay exceeding one fourth but not exceeding half of the prescribed period: 5.0% of contract value.
- iii. delay exceeding half but not exceeding three fourth of the prescribed period: 7.5% of contract value.
- iv. delay exceeding three fourth of the prescribed period: 10% of contract value.

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

The maximum amount of liquidated damages shall be 10% of the contract value. The LD shall be charged from the due payment of the Invoice.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods and related services/work is on account of hindrances beyond the control of the Bidder.

16.6 Termination

Termination for Default

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

- 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.

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

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.

17. Scope of Work & Technical Specification:

17.1 Introduction & Scope of Work:-

Jaipur Metro Rail Corporation Ltd. (JMRC) is a wholly owned company of Government of Rajasthan and it was formed to implement and operate the Jaipur Metro Rail Project in Jaipur city. JMRC started its operations on the East-West Corridor from Mansarovar to Chandpole from 03/06/2015, with a total length of 9.63 kms under Phase-IA with eight elevated and one underground station, at approximately one km intervals. Phase 1B, a 2.4 Km stretch from Chandpole to Bari Chopar (underground), has also been started from 23.09.2020. There are total 10 no. of sites i.e. 1 depot/OCC and 9 metro stations with five no. of EBTS Sites of Cassidian make for wireless radio communication between Depot, OCC, RSS, stations and Trains. Different type of Radio sets are provided to all Users for radio communication between different locations. For Mobile Train radio communication, Train radio system of Hytera make are being used by Train Operators. These Train radio systems is provided with TRIU, TRCP, Fist Mic, Handset, speakers, Antenna etc. in each cab of train. JMRC requires some spare of Train radio for maintaining the Train Radio system to provide uninterrupted service to train operators.

The scope of work will include the following:-

- i. Supply of Fist Mic cable for Train Radio system mentioned as below

<u>S. No.</u>	<u>Name of Item</u>	<u>Specifications</u>	<u>Qty</u>
1.	Fist Mic cable (compatible with Fist Mic SM16A1 & Train Radio Units TRCP CZT802I-B & TRIU CZT802I-A of Hytera make installed at JMRC)	>1 meter spiral communication cable or better	20

Table 1

- ii. Delivery within 06 weeks from the date of issuing of LOA.

- iii. The above items shall be supplied along with certain details viz. Warranty, specification etc.
- iv. Warranty- minimum 12 months from the date of delivery.
- v. Taken over of above items will only be done after ensuring the workability with existing system.

17.2 Specifications and Standards

- i. The Supplier/ Contractor shall ensure that the goods and related services/work shall comply with the technical specifications as specified in scope of work of this RFP and other provisions of the Contract.
- ii. The Supplier/ Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- iii. The goods and related services/work supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- iv. A written confirmation is required as per “Certificate of Conformity/ No-Deviation” of the above shall be attached to the technical bid as per Form E.
- v. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

17.3 Technical Specification:-

17.3.1 Specification of Fist Mic cable to be supplied are as below:

- a) Make- Hytera or similar
- b) Compatible with Hytera make Fist Mic Model- SM16A1

18. Documents to be submitted along with offer (Submittals)

- i) Cost of Bid document(DD/Banker Cheque)
- ii) *Form of Bid-securing Declaration*
- iii) GST registration certificate
- iv) PAN certificate
- v) Bank Details – Name of the bank, bank address, account no. ,IFCS code and MICR code
- vi) Experience of similar nature of work
- vii) Form A: Form of Bid



- viii) Form B: Bidder's Profile duly filled and signed
- ix) Form C: Power of Attorney Certificate
- x) Form D: Self-Declaration {to be filled by the Bidder}
- xi) Form E: Certificate Of Conformity/No Deviation {to be filled by the Bidder}
- xii) Form F: Black list certificate
- xiii) Form G: Declaration by the Bidder regarding compatibility of to be supplied
- xiv) Form H:Format of Bank Guarantee for Performance Security
- xv) Form I: Bill of Quantities (BOQ)

19. FORMS

19.1 Form A: Form of Bid

Note:

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

Name of Work: Procurement of Fist Mic Cable for Train Radio System for Jaipur Metro Rail Corporation Ltd.

To
 General Manager (S&T),
 Jaipur Metro Rail Corporation Limited,
 Room no.-317,3rd Floor, Admin Building,
 Mansarovar Metro Train Depot,
 Bhrigu path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract and other Conditions as laid down in the bid, 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 Rupees as mentioned in BoQ for F2(52)/JMRC/O&S/S&T/CABLE/2020-21 (No. of the Bid)or such other sum as may be ascertained in accordance with the said conditions.

1	Name of the Bidder		
2	Name and Designation of Authorized signatory		
3	Registered Office Address of Bidder		
4	Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
5	Checklist	Yes	No
6	Certificate of Authorization, if required		

2. We acknowledge that the Appendix forms an integral part of the Bid.

3. 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.
4. 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.
5. After acceptance of LOA, it will be the binding document between us and JMRC
6. 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.
7. 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.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. 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..... 2021

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation

19.2 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.	Bank details(Name of the Bank, Address, Account number, IFSC Code and MICR number)	
11.	<p>Details of court litigations, including (but not limited to) –</p> <p>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.</p> <p>Has any Company/ Institution / PSU/JMRC filed any claim/case against you, if so, furnish full details.</p> <p>Has any of your customer or clients filed any case against you in a court? If so, furnish details.</p>	

19.3 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 'Procurement of Fist Mic Cable for Train Radio System for Jaipur Metro Rail Corporation Ltd.' and **(Bid No. F2(52)/JMRC/O&S/S&T/CABLE/2020-21)** 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 2021.

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.

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

To,

General Manager (S&T)
Jaipur Metro Rail Corporation
Room no. 317, 3rd floor Admin Building Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur – 302020

In response to the NIB Ref. No. **F2(52)/JMRC/O&S/S&T/CABLE/2020-21** dated 29/04/2021 for **Procurement of Fist Mic cable for Train Radio System for Jaipur Metro Rail Corporation Ltd.**, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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

To,

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

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the 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: _____

19.6 Form F: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-fulfillment 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.



19.7 Form G: -Declaration by the Bidder regarding compatibility of 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

Signature of Firm's Representative

(With Seal)

19.8 Form: H Format of Bank Guarantee for Performance Security

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____ "Procurement of Fist Mic cable for Train Radio System for Jaipur Metro Rail Corporation Ltd."

Bid No.F2(52)/JMRC/O&S/S&T/CABLE/2020-21 Dated: 29/04/2021

(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.

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) 2021 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

**19.9 Form I: Bill of Quantities (BOQ)**

Bidder Name:

Make/Model:

Warranty(In Months):

S. No	Description	Qty. (A)	Rate (Rs)/unit (B)	Amount (Rs.) (C= A*B)	GST Amount (Rs.) As applicable (D)---%GST	Total Amount (Rs.) (E=C+D)
1	Fist Mic cable (compatible with Fist Mic SM16A1 & Train Radio Units TRCP CZT802I-B & TRIU CZT802I-A of Hytera make installed at JMRC)	20 Nos.				
Gross Amount in figure (Rs.)(Column: F)						
Gross Amount in words (Rs.)						

Note:-

1. The overall lowest quoted rate at Column (F) will be considered for L-1 suitability.
2. 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 basis of Invoice supplied.
3. GST paid will be applicable as the time of billing.
4. Advance Payment will not be made. The payment based on BOQ would be payable after completion of work and invoice generate by contractor.
5. Declaration vide Form G is to be compulsorily submitted along with bid document.
6. 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.
7. Minimum warranty period shall be applicable as per NIB.

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

19.10 Form J: Form of Bid – Securing Declaration (To be submitted on Rs. 50/- Non-judicial Stamp paper of Rajasthan State only)

Date:

Bid No.: F2(52)/JMRC/O&S/S&T/CABLE/2020-21

Alternative No.:

To:

.....
.....

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid – Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Conditions of Bid, in the following cases, namely:

- a) When we withdraw or modify our bid after opening of bids;
- b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter Vi of these rules,

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- i. We are not the successful bidder.
- ii. The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- iii. Thirty days after the expiration of our Bid.
- iv. The cancellation of the procurement process; or
- v. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :.....

Name :.....

In the capacity of :.....

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate seal.....

[Note: in case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the joint Venture that is submitted the bid.]

19.11 Form- K, Annexure A Compliance with the Code of Integrity and No Conflict of Interest

ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

19.12 Form-K, 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:

19.13 Form-K, Annexure C Grievance Redressal during Procurement Process

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

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

1. Filing an appeal

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

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

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

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

4. Appeal not to be in certain cases

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

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

5. Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for filing appeal

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

7. Procedure for disposal of appeal

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