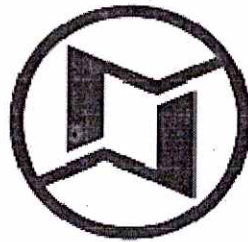


Price: Rs. 590

JAIPUR METRO RAIL CORPORATION LTD.



JAIPUR METRO

**RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA
CARD TO JMRC**

Jaipur Metro Rail Corporation Ltd.

Admin Building, Metro Depot, Bhrigu Path, Mansarovar,
Jaipur-302020

Website: <https://www.transport.rajasthan.gov.in/jmrc>

Email: itcell@jaipurmetrorail.in

CIN: U60221RJ2010SGC030630



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(Signature of Authorised Signatory of the Bidder)

TABLE OF CONTENTS

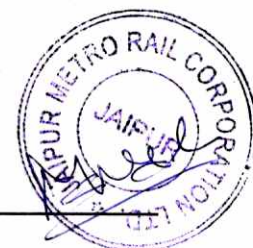
1.	NOTICE INVITING BIDS	5
2.	DEFINITIONS	7
3.	INSTRUCTIONS TO BIDDERS	8
3.1	GENERAL INSTRUCTIONS TO BIDDERS	8
3.2	ELIGIBILITY CRITERIA OF BIDDERS	9
3.3	QUERIES	9
3.4	CLARIFICATION	9
3.5	COST OF BID DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE	10
3.6	BID SECURITY	10
3.7	SUBMISSION OF BID	11
3.8	EVALUATION OF BID DOCUMENTS	12
3.9	AWARD OF CONTRACT, SIGNING OF AGREEMENT & SECURITY DEPOSIT	14
4.	SPECIAL CONDITIONS OF CONTRACT	17
4.1	GENERAL CONDITIONS OF CONTRACT	17
4.2	SCOPE OF CONTRACT	17
4.3	DELIVERY SCHEDULE	18
4.4	OTHER TERMS & CONDITIONS	18
4.5	PRICE FALL CLAUSE	18
4.6	DURATION/ VALIDITY OF CONTRACT	18
4.7	VARIATION IN QUANTITY	18
4.8	PAYMENT TERMS & SCHEDULE	19
4.9	SERVICE LEVEL AGREEMENT	19
4.10	TERMINATION OF CONTRACT AGREEMENT	19
4.11	DISPUTE RESOLUTION, CONCILIATION, ARBITRATION & JURISDICTION	19
4.12	FORCE MAJEURE	20
4.13	NOTICES	20
	ANNEXURE – I	21
	CHECK LIST OF DOCUMENTS TO BE ENCLOSED	21
	ANNEXURE – II, FORM-I	22
	DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF RFP & GCC	22
	ANNEXURE – II, FORM-II	23
	BIDDER'S PROFILE	23
	ANNEXURE-III	25
	BILL OF MATERIAL (BoM)	25
	ANNEXURE-IV	26
	FINANCIAL BID	26
	(Specimen Copy)	26
	ANNEXURE-V	27
	OFFERED SERVICE	27

(Signature of Authorised Signatory of the Bidder)



ANNEXURE-VI.....	28
BANK GUARANTEE FORMAT -BID SECURITY	28
ANNEXURE-VII.....	31
PERFORMANCE BANK GUARANTEE	31
ANNEXURE-VIII	33
AGREEMENT FORMAT	33
ANNEXURE-IX.....	35
UNDERTAKING- SELF DECLARATION.....	35
ANNEXURE-X	36
FORMAT OF BID SECURING DECLARATION	36
ANNEXURE - XI	37
ANNEXURE-A TO ANNEXURE-C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN	37
FORM No. 1	40
[See rule S3].....	40

(Signature of Authorised Signatory of the Bidder)

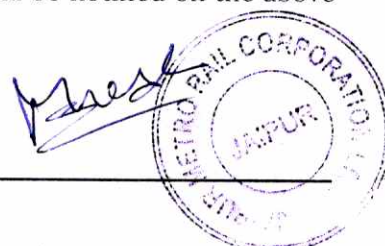


1. NOTICE INVITING BIDS

- a. Jaipur Metro Rail Corporation (JMRC) invites Bids (under two cover system) from leading Licensed telecom services providers for RFP For Mobile Postpaid Connection (CUG) and Data Card to JMRC. Schedule to the invitation of Bids:

S.N.	Item	Particulars
(i)	RFP No	F.1(I-89)/JMRC/DCA/IT/2020/11 Dated: 15.01.2021
(ii)	Name of work/ Contract	RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC
(iii)	Estimated Contract Amount for Two Year of contract	Rs. 41,48,314/- (Rupees Forty One Lakh Forty Eight Thousand Three Hundred Fourteen only)
(iv)	Bid Cost (Tender fee) (Non-Refundable)	Rs. 590 (inclusive GST @18%) (Rupees Five Hundred and ninety)
(v)	E-tender Processing Fee (Non-Refundable)	Rs. 1000 (Rupees One thousand only)
(vi)	Bid Security (EMD)	Rs. 41,483 (Rupees Forty One thousand Four Hundred Eighty Three only)
(vii)	RFP Download /Sale Start Date	15/01/2021 (1830 Hrs.)
(viii)	Last Date and Time for Submission of Queries	19/01/2021 (1700 Hrs.)
(ix)	Last Date for replies to Queries	22/01/2021
(x)	Online Bid submission Start Date / Time	23/01/2021 (1000 Hrs.)
(xi)	Last Date and Time for Online Bid Submission	02/02/2021 (1400 Hrs.)
(xii)	Physical submission of original DD/BC/BG for Tender fee, EMD/Bid Security and e-tender Processing Fee in JMRC office	02/02/2021 up to 1500 hrs.
(xiii)	Technical Bid Opening Date/Time	02/02/2021 at 1530 hrs.
(xiv)	Financial Bid Opening Date/Time	Will be intimated through the e-procurement portal.
(xv)	Websites for downloading Tender Document/ subsequent clarification/ modification, if any	https://www.transport.rajasthan.gov.in/jmrc http://www.sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in/
(xvi)	Bid Validity	90 Days from the last date of opening of Technical Bid.
(xvii)	Duration of Contract	Two (02) Years

* The date of Pre-bid Conference and Query Submission/reply etc. are tentative and may be changed at the discretion of JMRC. In case of any change, same will be notified on the above mentioned websites.



(Signature of Authorised Signatory of the Bidder)

****** If due to any exigency, the due date for opening of the Bid is declared as a holiday, the bids will be opened on the next working day at the same time and place or any other day/time, as intimated by the JMRC.

Note:

1. The time of opening of Financial Bid shall be communicated to technically qualified bidders in writing through email/phone or speed post to be followed by phone.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

Executive Director (Corporate Affairs)

(Signature of Authorised Signatory of the Bidder)



2. DEFINITIONS

Agency / Supplier/ Telecom Service Provider	The Bidder, selected by JMRC in pursuance of the selection process consequent to this RFP for MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC
RFP document/ Tender document/Bid document/Bidding document	Request for Proposal (Bid document or tender document), an early stage in procurement process, issuing an invitation for Licensed Telecom Service Providers, through a bidding process, to submit a proposal on a specific commodity or service.
Agreement	The Contract Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Award, as per the format prescribed.
Authority	Jaipur Metro Rail Corporation Limited (JMRC)
JMRC's Website/ JMRC Website	https://www.transport.rajasthan.gov.in/jmrc
Jaipur Metro/JMRC / Corporation	Jaipur Metro Rail Corporation Ltd.
EMD/ Bid Security	Earnest Money Deposit/Bid Security
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to the authority under the Contract.
Services	Shall mean office Telecom Services for Mobile CUG & Data Card services to JMRC as mentioned in Scope of Work.
IT	Information Technology
LD	Liquidated Damages
Letter of Award (LOA)	Letter of Award- Letter from Corporation to the successful bidder and outlining the terms and rates for the supply.
NIB	Notice Inviting Bids.
PO	Purchase Order
Selected Bidder/ Telecom Service Provider/ Agency	The bidder selected for Telecom Services as per the scope of contract defined in this document.
Technically Qualified Bidder	Bidder(s) whose Technical Bid is considered eligible and technically responsive by JMRC
GST	Goods and Services Tax



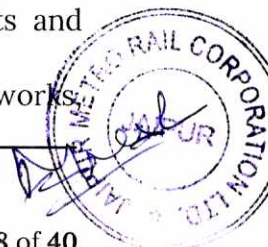
(Signature of Authorised Signatory of the Bidder)

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- a. JMRC's General Conditions of Contract (GCC) is a part to this bidding Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the GCC uploaded on the JMRC website <https://www.transport.rajasthan.gov.in/jmrc>; <http://www.jaipurmetrorail.in>
- b. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the document.
- c. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract & forfeiture of Bid Security/ Security Deposit.
- d. If any change/deletion is made by the Bidder in the bidding document and if the same is detected at any stage even after the award of the tender, full Bid Security/ Performance Security Deposit will be forfeited and the contract will be terminated at the risk and cost of bidder.
- e. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- f. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- g. If the required document(s)/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- h. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- i. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the bid liable for rejection.
- j. If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.
- k. Any Bid not supported by valid Bid Security and Tender fee in acceptable form will be liable to be treated as being non-responsive.
- l. Bids complete in all respects must be filed not later than the time and date indicated in this bidding document. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the bidding document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- m. Prices should be quoted F.O.R. at JMRC office, Jaipur. No other charges shall be paid by JMRC except for the applicable taxes, if quoted in the financial bid.
- n. JMRC may at its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has -
 - (i) Submitted the Tender after the prescribed date and time of submission of bids.
 - (ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - (iii) If found to have a record of poor performance such as abandoning works.

(Signature of Authorised Signatory of the Bidder)



not properly completing the contract, delaying completion, being involved in litigation or financial failures, etc.

- (iv) Submitted BID document, which is not accompanied by required documentation, Tender fee and Bid Security or is non-responsive.
- (v) Failed to provide clarifications related thereto, when sought.
- (vi) Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

3.2 ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Requirement	Documents Required
1.	Valid Unified Access Service (UAS)/CMTS license for Rajasthan State	Copy of license issued by DoT, GoI
2.	Own network in all the major cities/towns in the state.	An Undertaking as per Annexure-IX

3.3 QUERIES

- a. Queries/request for clarification should be submitted through e-mail or in writing by the date & time prescribed in Notice Inviting Bids and the same received after the date & time prescribed may not be taken into consideration.
- b. Queries regarding this RFP, may be addressed to :

Joint General Manager (Administration),

R. No. A-203, Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur
302020, Tel. No.0141-2822756, Email: jgmadm@jaipurmetrorail.in

3.4 CLARIFICATION

- a. For the purpose of affording bidders with an opportunity to obtain clarifications or give suggestions with regard to this bidding they may send queries on e-mail i.e. jgmadm@jaipurmetrorail.in, itcell@jaipurmetrorail.in or in writing by the dates prescribed in Notice Inviting Bids.
- b. Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Bids.
- c. JMRC may issue clarification/amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.
- d. JMRC may or may not reply to queries at discretion.
- e. Queries /request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- f. In order to offer the bidders reasonable time for taking an addendum/corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the Last date and time of Bid submission.

Requests for clarifications shall be furnished in the following format:

(Signature of Authorised Signatory of the Bidder)





S. No.	RFP Clause Reference	RFP Annexure Reference	Query/Clarification Sought

- g. Responses /clarifications/ amendments shall only be issued through uploading on JMRC's official website <https://www.transport.rajasthan.gov.in/jmrc>, e-procurement portal <https://www.eproc.rajasthan.gov.in> and/or state procurement portal <http://www.sppp.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for updates.

3.5 COST OF BID DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE

- The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is ₹ 590 (Rupees Five Hundred Ninety Only) inclusive of GST @18%, which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of "Jaipur Metro Rail Corporation Ltd.", payable at Jaipur. The Tender fee is non- refundable.
- In addition, E-tender processing fee of ₹ 1,000 (Rs. One Thousand only) inclusive of GST @18% per bid shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of "Managing Director, RISL", payable at Jaipur.

3.6 BID SECURITY

- Bid Security in the form of Demand Draft / Bankers Cheque and Bank Guarantee of ₹ 41,483 (Rupees Forty One Thousand Four Hundred Eighty Three only) drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (valid up to 120 days from the Last date of Bid submission) in the format enclosed at Annexure-VI drawn on any Scheduled Bank in favor of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- In lieu of bid security, a bid securing declaration is to be submitted by 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.
- Any Bid not accompanied by valid Bid Security/Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.

(Signature of Authorised Signatory of the Bidder)

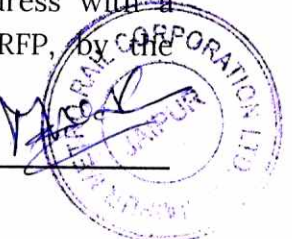


- d. The Bid Security/Earnest Money Deposit shall be forfeited in case:
 - (i) The bidder withdraws or modifies its bid after opening of bids;
 - (ii) The bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
 - (iii) The bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
 - (iv) The bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - (v) The bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and RTPP Rules.
- e. The Bid Security/Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
- f. The Bid Security/Earnest Money shall be returned promptly after the earliest of the following events:
 - (i) The expiry of validity of bid security;
 - (ii) The execution of agreement for procurement and performance security is furnished by the successful bidder;
 - (iii) The cancellation of the procurement process;
 - (iv) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- g. If the successful bidder fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid Security/ Earnest Money, in part or in full, at the discretion of JMRC.
- h. The successful bidder shall also adhere to Bid Securing Declaration as per Annexure- X of this RFP document.

3.7 SUBMISSION OF BID

- a. Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, Fax or e-mail or presented in person will not be considered.
- b. The Bidder should get himself registered on procurement portal (<https://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.
- c. Bidder (authorized signatory) shall submit offer on-line in Electronic format 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 scanned copy of DD/ Bankers Cheque /Bank Guarantee for EMD. However, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee & EMD should be submitted physically at the following address with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per clause 1.a (xii):

(Signature of Authorised Signatory of the Bidder)



Executive Director (Corporate Affairs)
2nd Floor, Admin Building, Metro Depot,
Bhriagu Path, Mansarovar, Jaipur-302020

- d. 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.
- e. Utmost care should be taken to name the files /documents to be uploaded on portal so that the file does not get corrupted. There should not be any special character or space in the name of file, only underscores are permissible.
- f. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

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 the required documents, DD/BC/BG with annexures of RFP duly filled in support of eligibility, Bid Security (EMD), tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should also be physically signed and stamped on each page by the authorized representative of the bidder.**

All the Annexures shall be duly filled, physically signed & scanned (in pdf format) and digitally signed and to be submitted online as part of technical bid.

NO PRICE BID SHOULD BE INDICATED AT ANY PLACE IN THE TECHNICAL BID, OTHERWISE THE PROPOSAL SHALL BE SUMMARILY REJECTED.

Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per Annexure-IV. 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.
- (ii) Bidders need to fill the rates of respective items in BOQ.
- (iii) Fill Bidder's Name & Rate of Items & Upload the same on e-procurement portal.

3.8 EVALUATION OF BID DOCUMENTS

- a. The bids will be opened online on the scheduled date and time as per the Notice Inviting Bids (Clause 1) 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 a 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

(Signature of Authorised Signatory of the Bidder)



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.

- b. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- c. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- d. The Financial Bids of only those bidders, who clear Technical evaluation stage, will be opened and evaluated. Date & time of opening of financial bid shall be intimated through e-proc portal.
- e. Evaluation of the financial bid will be done on the total amount inclusive of all taxes except GST.
- f. The Bidder whose bid is responsive, complete and in accordance with the RFP Document and has been determined to be the Lowest One (L-1) to JMRC will be adjudged as successful bidder. The Lowest Bid will be decided upon the lowest total price (Total for monthly plans) quoted by the particular bidder in the Financial Bid Format/ BOQ given at Annexure IV.
- g. The bidders are required to spell out the rates of GST separately, if applicable. The prices quoted are firm and final and inclusive of all other taxes and duties except GST and no claim on account of any tax/duties will be entertained.
- h. If the bid of the successful bidder is substantially below the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract. JMRC at its discretion may also reject such bids which are quoted substantially low.
- i. Negotiation may be taken only with the lowest or most advantageous bidder.
- j. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
 - (i) Accept any tender not necessarily lowest on reasonable ground and justification
 - (ii) Reject any tender which doesn't fulfill the requirements of this RFP
 - (iii) Reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of award without incurring any liability.



(Signature of Authorised Signatory of the Bidder)

3.9 AWARD OF CONTRACT, SIGNING OF AGREEMENT & SECURITY DEPOSIT

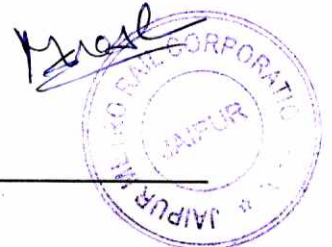
- a. The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for reconfirming the obligations of the Agency under this RFP. In case the Selected Bidder fails to reconfirm its commitment, the JMRC reserves the right to designate the next ranked Bidder as Selected Bidder and invite it for negotiations for the rate not higher than the rate of earlier selected bidder.
- b. Prior to the expiry of the period of validity of the Bid, the successful bidder shall be notified through a Letter of Award (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.
- c. Upon receipt of the "LOA", the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory within 10 working days from the date of issue of LOA and submit performance security deposit within 15 days from the date of issue of LOA, equivalent to 2.5% of the approved amount for the Mobile Postpaid Connection (CUG) and Data Card services to JMRC mentioned in LOA, in the form of Bank Guarantee (Annexure-VII) in favour of Jaipur Metro Rail Corporation Ltd. The Bank Guarantee for performance security deposit should remain valid up to a period of 30 months from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the Agency under the Contract against an event of default by the Agency and/or any material breach of its obligations there under.
- d. The performance Security Deposit can also be deposited in the form of DD/ Banker's Cheque of scheduled bank drawn in the favour of Jaipur Metro Rail Corporation Limited, payable at Jaipur.
- e. Performance security shall be solicited from all successful bidders except the;
 - (i) Departments/ Boards of the State Government or Central Government;
 - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
 - (iii) company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
 - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
- f. The Security Deposit shall not carry any interest or after during the tenure of the contract.
- g. The Performance Security Deposit shall be refunded at the end of full term of contract after adjustment of outstanding dues, if any, made in accordance with

(Signature of Authorised Signatory of the Bidder)

this contract, to the bidder on his application within 60 days after satisfactorily completion of contract.

- h. The cost of Stamp Duty for execution/ registration of agreement and any other related Legal Documentation charges/ incidental charges shall be borne by the successful bidder only and such stamp duty will have to be paid in Rajasthan state only.
- i. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the agreement.
- j. Till the signing of the agreement, the LOA shall form a binding contractual agreement between JMRC and the successful bidder(s) as per terms of this RFP.
- k. If the bidder fails to deposit the required Security Deposit amount or to execute the agreement within the specified period without having taken written permission from JMRC, such failure will be treated as a breach of the terms and conditions of the tender and shall be forfeited.
- l. Penal charges shall be levied on total delay in days at corresponding rate as decided by JMRC.
- m. JMRC shall have the right to invoke and en-cash the amount of Security Deposits in whole or in part, without notice to the Telecom Service Provider in the event of breach of this Agreement or for recovery of liquidated damages or penalties.
- n. JMRC shall reserve the right for deduction of JMRC dues from the Performance Security Deposit at any stage of agreement, i.e., currency/ completion/termination/surrender, against:
 - (i) Any amount imposed as penalty and adjustment for all losses/ damages suffered by JMRC for any non-conformity with the terms & condition of the agreement.
 - (ii) Any amount for which JMRC becomes liable to the Government/Third party due to any default by any employee/ agent of the Telecom Service Provider.
 - (iii) Any payment/ fine imposed under the order/ judgment of any court/ consumer forum or law enforcing Telecom Service Provider or any person working on behalf of Telecom Service Provider.
 - (iv) Any other outstanding JMRC's dues/ claims, which remain outstanding after completing the course of action as per this Agreement.
- o. JMRC shall retain the right to withdraw the LoA in the event of the successful bidder's failure to accept the LoA within the limit specified. In that event, JMRC shall forfeit the Bid Security of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.

(Signature of Authorised Signatory of the Bidder)





- p. In case of non-acceptance of LoA or non deposition of security deposit by the successful bidder, even after 15 days of issue of LoA and/ or non signing of agreement within permissible time, JMRC shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.
- q. After acknowledgement of the LOA as aforesaid by the successful bidder, it shall execute the Agreement within the prescribed period. The successful bidder shall not be entitled to seek any deviation in the Agreement. In the event that the successful bidder does not sign the Agreement by the stipulated date, the JMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered or Risk and Cost action may be taken at its discretion.
- r. The successful bidder shall commence the work within seven days of the date of the Agreement, or such other date as may be mutually agreed. In the event that the successful bidder does not commence the Work by the stipulated date, the JMRC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered or Risk and Cost action may be taken at its discretion. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/ terminated.

(Signature of Authorised Signatory of the Bidder)





4. SPECIAL CONDITIONS OF CONTRACT

4.1 GENERAL CONDITIONS OF CONTRACT

The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this bidding process and the pursuant contract. However, wherever the provisions contained in this bidding are in conflict with the GCC, the provision contained in this bidding document shall prevail.

4.2 SCOPE OF CONTRACT

The successful bidder (Service Provider) will provide following:

- a. Estimated 400, 4G Mobile Postpaid Connections (CUG) to provide access Voice & Data, as under:

Plan	Items	Minimum Requirement Details
Plan A	Free Calling	Free Unlimited calling on all network (Local, STD and Landline) including National Roaming
	Free SMS per month	3000 SMS per month on all network
	Data	At least 60 GB per month
	Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit

- b. Estimated 100, 4G Mobile Postpaid Connections (CUG) to provide access Voice & Data, as under:

Plan	Items	Minimum Requirement Details
Plan B	Free Calling	Free Unlimited calling on all network (Local, STD and Landline) including National Roaming
	Free SMS per month	3000 SMS per month on all network
	Data	At least 90 GB per month
	Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit

- c. Estimated 20, 4G Mobile Data Card Connections to provide access Data:

Plan	Items	Minimum Requirement Details
Plan C	Data	At least 150 GB per month
	Speed Beyond Daily Data Limit	2G Speed or higher
	Daily Data Download and Upload	Unlimited

- d. Mobile Network access to JMRC on 24 hours per day, 7 days per week, 365 days per year basis.
- e. Service Provider shall deliver all SIMs/ Data Card etc. to JMRC, Jaipur office.
- f. Service Provider shall configure & activate the supplied items.
- g. Successful Bidder shall provide the Free of Cost 4G-DataCard Devices (Latest wi-fi Dongles) for the existing connections and new connections, whenever the requirement shall be raised by JMRC.

(Signature of Authorised Signatory of the Bidder)



4.3 DELIVERY SCHEDULE

The Selected Bidder shall ensure that the ordered for Mobile Postpaid Connection (CUG) and Data Card to JMRC are supplied at JMRC office as per delivery schedule mentioned below:

1.	Supply & Activation of the Mobile Connection/ Data Card	Within 7 Calendar days of issue of Service Order.
2.	Any request for discontinuation of Active Mobile Connection/ Data Card Connection	To be executed by Next Working Day

4.4 OTHER TERMS & CONDITIONS

- Bidder shall provide the feature of auto-switching of network between 4G & 3G, if latest technology is launched it is also be included in same plans.
- Feature of Auto Roll Over of Data is to be provided up to 200 GB in all three plans mentioned at clause 4.2.
- Voice calling must be Network Based not on Data Based, for this affidavit or supporting document are to be submitted by the bidder.
- The successful bidder shall be required to port the existing CUG numbers as per the MNP guidelines at the discretion of JMRC.
- Any other individual number shall also be included in CUG & shall be provided the same plans as directed by JMRC.

4.5 PRICE FALL CLAUSE

In case, the prices of the Plans given to JMRC by the Successful Bidder get reduced during the existence of the contract, the bidder shall provide the said reduced prices for the same scope of contract.

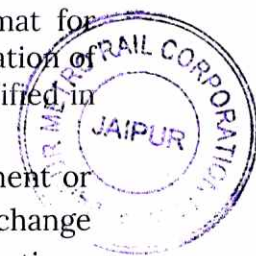
4.6 DURATION/ VALIDITY OF CONTRACT

- The duration/validity of supply of contract shall be for two year from the date of issue of LOA. The supply orders shall be issued time to time as per the requirement.
- For extension beyond the original period of contract i.e. two years, the RTPPR, 2012 shall be applicable.

4.7 VARIATION IN QUANTITY

The quantity mentioned in the Bill of Material and Financial Bid Format for respective items, is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Bill of material during the supply contract period, as per followings:

- If the procuring entity does not procure any subject matter of procurement or procure less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation.



(Signature of Authorised Signatory of the Bidder)

- b. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for providing the Mobile CUG and Data Card Connections during currency of contract.

4.8 PAYMENT TERMS & SCHEDULE

- a. Payment shall be made on monthly basis after submission of centralized bill, However JMRC may ask for individual bills.
- b. Payment shall be made within 30 days from the billing date. However, grace period of 15 more days may be given sometimes.

4.9 SERVICE LEVEL AGREEMENT

- a. JMRC shall submit Customer Service Request on the call centre / Service Provider's authorized person through Phone / Email and the Service Provider shall make efforts to resolve the complaints within the following defined parameters:

COMPLAINT TYPE	SYSTEM SLA (Working Days)
New Connection (COCP)/ Addition to the CUG series	3 Working days
Billing Issue Resolution	2 Working days
Call drop and voice disturbance related complaints	3 Working days
Calls not through- ISD/ STD/ incoming/outgoing complaints	1 Working day

- b. Service levels are available from Monday to Saturday, during normal local business hours, excluding national holidays.
- c. JMRC is allowed to deduct proportionate rent (out of minimum monthly rental), in case any of the above fault continues for a longer period than is mentioned in the table of parameters in this clause 4.9 (a).

4.10 TERMINATION OF CONTRACT AGREEMENT

- a. The agreement can be terminated by JMRC before completion of contract duration giving one month advance notice in case services are not found satisfactory or in case of work exigencies.
- b. The agreement can be terminated by the Telecom Service Provider before completion of contract duration giving three month advance notice.

4.11 DISPUTE RESOLUTION, CONCILIATION, ARBITRATION & JURISDICTION

- a. In the event of dispute or difference arising between JMRC and the Telecom Service Provider, it shall be first attempted to be settled by mutual discussions, failing which the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Corporate Affairs).
- b. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of

(Signature of Authorised Signatory of the Bidder)

arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

Pending the submission to the arbitration and thereafter, until the Arbitrator publishes his award, the parties shall, except in the event of termination of this agreement, continue to perform all their obligations under this agreement, without prejudice to any final adjustment to be made in accordance with the award of the Arbitrator.

- c. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.
- d. All disputes are subject to exclusive jurisdiction of Jaipur Courts only.

4.12 FORCE MAJEURE

- a. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by *force majeure*.
- b. For purposes of this tender and agreement to be signed in pursuant to this tender process, '*force majeure*' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, pandemic, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- c. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a *force majeure* event.

4.13 NOTICES

Any notice, invoice or other communication required or permitted under this Agreement shall be given in writing/ email to the other party at that party's address specified hereunder or as communicated in writing to the other party from time to time. Notices shall be deemed to have been given when personally delivered, facsimiled and acknowledged by the recipient or, if given by mail, properly addressed with postage prepaid fourteen (14) days after it is posted.



(Signature of Authorised Signatory of the Bidder)

ANNEXURE - I**CHECK LIST OF DOCUMENTS TO BE ENCLOSED****A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP excluding Annexure duly signed by the Authorized Signatory of the Bidder firm.	Yes/No
2.	Annexure - I : This Check List duly ticked and signed	Yes/No
3.	Annexure -II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP) & GCC, duly filled & signed.	Yes/No
4.	Annexure - II, Form-II: Bidder's Profile	Yes/No
5.	Annexure - III, Bill of Material	Yes/No
6.	Annexure - IV, Financial Bid	Yes/No
7.	Annexure - V, Offered Services	Yes/No
8.	Annexure - VI, Performa of Bank Guarantee for Bid Security	Yes/No
9.	Annexure - VII, Performa of Bank Guarantee for Performance Security Deposit	Yes/No
10.	Annexure- VIII, Format of Agreement, duly initialled	Yes/No
11.	Annexure - IX, Performa for undertaking, duly initialled and filled	Yes/No
12.	Cost of Bid document(DD/Banker Cheque or JMRC receipt)	Yes/No
13.	Bid Security (DD/Banker Cheque/ Bank guarantee)	Yes/No

B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Financial Bid duly filled in and signed as per Annexure - IV	Yes/No



(Signature of Authorised Signatory of the Bidder)

ANNEXURE – II, FORM-I**DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF RFP & GCC**

We,, having our office at, agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) as available on the official website of JMRC and of the Request For Proposal (RFP) **RFP No. F.1 (I-89)/JMRC/DCA/IT/2020/11, dated: 15/01/2021** issued by JMRC for **RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC.**

Our offer will remain valid for 90 days from the date of opening of Technical Bid.

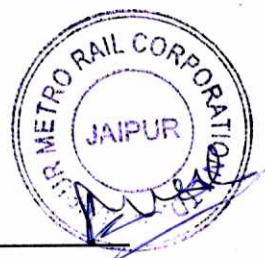
Date:

Signature:

Place:

Name:

Seal of Authorised Signatory:



(Signature of Authorised Signatory of the Bidder)

ANNEXURE – II, FORM-II**BIDDER'S PROFILE**

Please find enclosed signed copy of the Profile, and the other requisite documents as mentioned herein.

1.	Name & Number of the RFP	RFP FOR MOBILE POSTPAID CONNECTION (CUG) AND DATA CARD TO JMRC RFP No. F.1(I-89)/JMRC/DCA/IT/2020/11 dtd:15/01/2021
2.	Name of the Bidder Firm	
3.	Date when incorporated/ Registered.	
4.	Profile of the Firm	Proprietor/ Partnership/ Private limited/ Public Limited. Constitution of the firm
5.	Broad business activities carried out by the firm	
6.	Registered Office Address of bidder(With Pin Code)	
	Jaipur Office Address of the bidder (With Pin Code)	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
	Website	
10.	PAN Card No. (copy to be enclosed)	
11.	GST Number (copy to be enclosed)	
12. (a)	Name and designation of the Chief Executive or equivalent of the firm	
(b)	Address	

(Signature of Authorised Signatory of the Bidder)





13. (a)	Name and designation of the authority that is authorized to sign the tender document	
(b)	Address	
14.	Tender Fee	Details of the Cash Receipt/DD/Bankers cheque
15.	Bid Security details	
16.	Other Eligibility documents attached :	
a)	Registration details	Registration Certificate/ partnership deed/ Certificate of incorporation

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date:

Signature:

Place:

Name:

Seal of Authorised Signatory:

Note: Additional pages, duly signed may be attached wherever necessary.
Documentary proofs are to be attached.

(Signature of Authorised Signatory of the Bidder)



ANNEXURE-III**BILL OF MATERIAL (BoM)**

S. No.	Items	Numbers
1.	Mobile Postpaid Connections (CUG) Plan (SIM Card) under Plan A, as per Clause 4.2 (a)	400
2.	Mobile Postpaid Connections (CUG) Plan (SIM Card) under Plan B, as per Clause 4.2 (b)	100
3.	Data Card Connections under Plan C, as per Clause 4.2 (c)	20

The above mentioned numbers are tentative & the actual number of connections may vary as per the requirement and payment shall be made on actual number of connections activated.

- The Agency has to activate the items mentioned above with all necessary accessories/arrangements to JMRC, Jaipur, Rajasthan.
- Plan details as per given in clause 4.2 of this document.

Signature of the Bidder

(Signature of Authorised Signatory of the Bidder)

ANNEXURE-IV

FINANCIAL BID
(Specimen Copy)

Financial Bid to be submitted online on Rajasthan E-Proc Portal)

Validate	Print	Help					
Tender Inviting Authority: Executive Director (Corporate Affairs)							
Name of Work: RFP For Mobile Postpaid Connection (CUG) and Data Card to JMRC							
Contract No: F.1(I-89)/JMRC/DCA/IT/2020/11 Dated : 15/01/2021							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
1. Bidder have to quote the Basic Rate for Monthly Plan for the CUG Plans and Data Card Plan							
2. GST will be applicable extra as per prevailing rates							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE For Monthly Plan In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8	9
1	MOBILE POSTPAID (CUG) PLAN						
1.01	PLAN- A as per Clause 4.2 of RFP	400.00	Nos		0.00	0.00	INR Zero Only
1.02	PLAN- B as per Clause 4.2 of RFP	100.00	Nos		0.00	0.00	INR Zero Only
2	DATA CARD PLAN						
2.01	PLAN- C as per Clause 4.2 of RFP	20.00	Nos		0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Note:

- The rates quoted above is valid up to 90 days from the date of bid submission.
- The rates quoted above is inclusive of all other charge, like- transportation, commissioning, activation of services etc.
- Additional taxes applicable, if any, are to be mentioned here else nothing shall be paid extra. The evaluation shall be on total cost to JMRC inclusive of all taxes & levies.
- GST shall be payable as per prevailing applicable rate.

(Signature of Authorised Signatory of the bidder)

(Signature of Authorised Signatory of the Bidder)



ANNEXURE-V**OFFERED SERVICE**

{to be submitted by the bidder}

S. No.	Plan	Items	Minimum Requirement Details	Offered Services
1.	Plan A	Free Calling	Free Unlimited calling on all network (Local, STD and Landline) including National Roaming	
		Free SMS per month	3000 SMS per month on all network	
		Data	At least 60 GB per month	
		Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit	
2.	Plan B	Free Calling	Free Unlimited calling on all network (Local, STD and Landline) including National Roaming	
		Free SMS per month	3000 SMS per month on all network	
		Data	At least 90 GB per month	
		Data Speed & Volume Limit beyond plan	2G Speed or higher with Unlimited Download /Upload After per day free data limit	
3.	Plan C (4G Data Card)*	Data	At least 150 GB per month	
		Speed Beyond Daily Data Limit	2G Speed or higher	
		Daily Data Download and Upload	Unlimited	

Successful Bidder shall provide the FOC 4G Data Card Devices (Latest wi-fi Dongles) for the existing connections and new connections, whenever the requirement shall be raised by JMRC.

Name of the bidder:-

Authorized Signatory: -

Seal of the Organization: -

Date: _____ Place: _____



(Signature of Authorised Signatory of the Bidder)

ANNEXURE-VI**BANK GUARANTEE FORMAT -BID SECURITY****{to be submitted by the bidder}**

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Admin Building, Metro Depot, Bhriku Path, Mansarovar,
Jaipur-302020 (Raj.)

Sir,

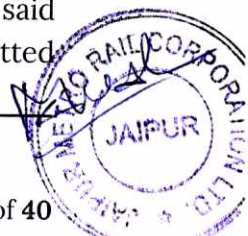
1. In accordance with your Notice Inviting Tender for RFP For Mobile Postpaid Connection (CUG) and Data Card to JMRC vide RFP reference no. **RFP No. F.1(I-89)/JMRC/DCA/IT/2020/11 dtd: 15/01/2021** M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the bid document.

It is a condition in the tender documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the tender, with JMRC, 2nd Floor, A-Wing, Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur, Rajasthan (hereinafter referred to as "JMRC") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of tender). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the JMRC as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (herein after referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said Tender Document and the decision of the JMRC that the Bidder has committed

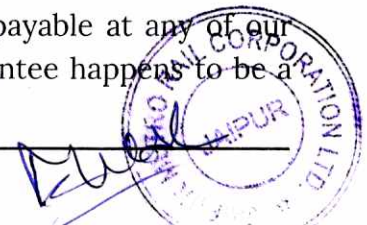
(Signature of Authorised Signatory of the Bidder)





- such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
 5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
 6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
 7. The right of the JMRC to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
 8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
 9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Jaipur, Rajasthan for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
 10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.
 11. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of our branches at Jaipur. If the last day of expiry of Bank Guarantee happens to be a

(Signature of Authorised Signatory of the Bidder)



holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:



(Signature of Authorised Signatory of the Bidder)

ANNEXURE-VII

PERFORMANCE BANK GUARANTEE

(TO BE SUBMITTED BY THE SELECTED BIDDER ONLY)

(From a Nationalised/ Scheduled bank having its branch at Jaipur)

(Payable at par at Jaipur)

To,
Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Admin Building, Metro Depot, Bhriugu Path,
Mansarovar, Jaipur - 302020 (Raj)

1. In consideration of Jaipur Metro Rail Corporation Limited (JMRC) (hereinafter called "JMRC") having agreed to exempt M/s (here in after called "the said selected bidder" from the demand, under the terms and conditions of **RFP For Mobile Postpaid Connection (CUG) and Data Card to JMRC, RFP No. F.1(I-89)/JMRC/DCA/IT/2020/11 dated 15/01/2021** (Including subsequent clarification/ corrigendum/ amendment, if any), LOA No. dated and subsequent agreement to be signed between JMRC through and (selected bidder) for the work (hereinafter called "the said Contract") of Performance Security Deposit for the due fulfilment by the said selected bidder of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofselected bidder(s) do hereby undertake to pay to JMRC an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We (indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from JMRC. Any such demand made on the bank by JMRC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of JMRC and we (indicate the name of Bank), bind ourselves with all directions given by JMRC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to JMRC any money so demanded notwithstanding any dispute or disputes raised by the selected bidder(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of JMRC under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till JMRC certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said selected bidder(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the JMRC that JMRC shall have the fullest liberty without our consent and without affecting in any

(Signature of Authorised Signatory of the Bidder)

manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said selected bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by JMRC against the said selected bidder(s) and to forbear from or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said selected bidder(s) or for any forbearance, act or omission on the part of JMRC or any indulgence by JMRC to the said selected bidder(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the selected bidders).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of JMRC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by JMRC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for JMRC to proceed against the selected bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which JMRC may have obtained or obtain from the selected bidder.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of our branches at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above Performance Bank Guarantee is accepted by JMRC
For and on behalf of JMRC

Signature

(Name & Designation)

(Signature of Authorised Signatory of the Bidder)



ANNEXURE-VIII

AGREEMENT FORMAT

{to be signed by selected bidder(s) and tendering authority}

THIS AGREEMENT is made on this _____ day of _____ two thousand _____ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its Registered office at Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur here in after called/referred as "JMRC" which shall hereinafter be deemed to include its successor & permitted assignees, of the first part;

and

..... (Name of the Successful bidder), a Company incorporated under the provisions of the Companies Act, 1956, having its Registered office at represented by (name and designation of representing officer) of the other part, hereinafter called the "Telecom Service Provider (TSP)" (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.) of the second part;

Whereas the approved Telecom Service provider has agreed with the JMRC to supply to the Managing Director, JMRC, 2nd Floor, A-Wing, Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur-302020, Rajasthan on behalf of (*enter name of client organisation*) to its various Offices as well as at its branch offices throughout Jaipur, all those articles & services set forth in our LOA No. Dated appended hereto in the manner set forth in the conditions of the RFP and contract appended herewith and at the rates set forth in the said order.

And whereas the approved Telecom Service provider has deposited a sum of Rs. in the form of: -

Bank Draft No./ Banker Cheque/ Fixed Deposit/ Pay Order/ Bank Guarantee No. dated valid upto

Now these Presents witness:

- 1) In consideration of the payment to be made by the JMRC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved TSP will duly supply the said articles set forth in our LOA No. dated .../.../20... thereof in the manner set forth in the RFP, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Price bid along with their enclosures.
- 2) The NIB, Bid Form, Scope of Contract, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and along with their enclosures enclosed with the RFP No: F.1(I-89)/JMRC/DCA/IT/2020/11 Dated : 15/01/2021 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(Signature of Authorised Signatory of the Bidder)



- 3) Letter of Award Nos. dated issued by JMRC and letter Nos. Dated received from TSP and appended to this agreement shall also form part of this agreement.
- 4) The JMRC do hereby agree that if the TSP shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the JMRC will to the approved TSP at the time and the manner set forth in the said conditions.
- 5) The mode of payment will be as specified in this bid document/work order.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be affected and completed within the period as specified in the bid document/ work order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be as per provisions available in the bid document/ work order.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the JMRC and the decision of the JMRC shall be final. Courts at Jaipur, Rajasthan shall have exclusive jurisdictions.

In witness whereof the parties hereto have set their hands on the day of.....(Year).

Signature of the Approved
Telecom Service Provider/
selected bidder

Designation:

Date:

Witness No.1

Witness No.2

Signature for and on behalf of
MD, JMRC

Designation:

Date:

Witness No.1

Witness No.2

(Signature of Authorised Signatory of the Bidder)



ANNEXURE-IX

UNDERTAKING- SELF DECLARATION

{to signed by selected bidder}

It is declare that..... (Bidder/Company Name) is having network coverage in the all major cities/ towns of the Rajasthan State.

Name of the bidder:-

Authorized Signatory: -

Seal of the Organization: -

Date: _____ Place: _____

(Signature of Authorised Signatory of the Bidder)



ANNEXURE-X

FORMAT OF BID SECURING DECLARATION
(ON NON JUDICIAL STAMP PAPER)

Date:

Bid No. :

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 Condition 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.....



(Signature of Authorised Signatory of the Bidder)

ANNEXURE – XI
**ANNEXURE-A TO ANNEXURE-C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013
DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN**
Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

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 a bidding 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 the min 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

(Signature of Authorised Signatory of the Bidder)



- 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.

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

1. I/we possess 1 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:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Director (Corporate Affairs) JMRC, JAIPUR.**

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

(1) Filing an appeal

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

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

(Signature of Authorised Signatory of the Bidder)

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 (1) 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.

(Signature of Authorised Signatory of the Bidder)

FORM No. 1

[See rule S3]

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
(Supported by an affidavit)

7. Prayer:.....

Place.....

Date

Appellant's Signature




(Signature of Authorised Signatory of the Bidder)

