

Price: Rs. 590

JAIPUR METRO RAIL CORPORATION LTD.

RFP No. F.1 (I-84)/JMRC/DC /2019/17

Dated: 23.03.2021



JAIPUR METRO

**RFP for Work of formulation/finalization,
implementation & training of IT & Cyber Security
Policy in JMRC**

Jaipur Metro Rail Corporation Ltd.

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

Website: <http://transport.rajasthan.gov.in/jmrc> Email: itcell@jaipurmetrorail.in

CIN: U60221RJ2010SGC0306



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1. NOTICE INVITING BIDS

- i. Jaipur Metro Rail Corporation (JMRC) invites sealed bids from reputed Professional Agency for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC. The schedule to the invitation of Bids are as under:

S. No.	Item	Particulars
a)	RFP No	F.1(I-84)/JMRC/DC/IT/2019/17 Dt.: 17.03.2021
b)	Name of work/ Contract	Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC
c)	Estimated Cost	Rs. 1,98,240/- (One Lac Ninety Eight Thousand Two Hundred Forty only)
d)	Cost of Bid Document (Tender fee) (Non-Refundable)	Rs. 590 (Rupees Five Hundred Ninety only)
e)	Bid Security/EMD	Bid Securing Declaration as per Annexure-VI
f)	RFP Download/Sale Start Date	23.03.2021 by 1800 Hrs.
g)	Last date & time for physical submission of Bid	31.03.2021 up to 1500 hrs.
h)	Date & Time for opening of Technical Bid	01.04.2021 at 1600 hrs.
i)	Date & Time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (to be intimated later to the Technically qualified bidders)
j)	Websites for downloading Tender Document/subsequent clarification/ modification, if any	https://www.transport.rajasthan.gov.in/jmrc http://www.sppp.rajasthan.gov.in
k)	Bid Validity	90 Days from the last date of opening of Technical Bid.
l)	Duration of Contract	One Year
m)	Venue of Technical Bid opening and Financial Bid opening	Conference Room, CA Directorate, 2 nd Floor, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-302020

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation, Jaipur.



2. DEFINITIONS

Agency / Supplier	The Bidder, selected by JMRC in pursuance of the selection process consequent to this bidding for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC.
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	https://www.transport.rajasthan.gov.in/jmrc
CERT-in	Indian Computer Emergency Response Team
Contract price/ Contract amount	The Contract amount finally approved by JMRC for the entire supply/ deliverables/ service as mentioned in LOA.
Corporation	Jaipur Metro Rail Corporation Ltd.
JMRC	Jaipur Metro Rail Corporation Ltd.
Jaipur Metro	Jaipur Metro Rail Corporation Ltd.
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 or service.
NIB	Notice Inviting Bids.
EMD	Bid Security / Earnest Money Deposit
PBG	Performance Bank Guarantee
PO/ WO	Purchase Order/ Work Order
PSD/ SD	Performance Security Deposit
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 agency, through a bidding process, to submit a proposal on a specific commodity or service.
Selected Bidder	The bidder/agency selected for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC as per the scope of contract defined in this document.
GST	Goods & Services tax



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3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- i. 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>
- ii. 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.
- iii. 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 Security Deposit.
- iv. 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 Performance Security Deposit will be forfeited and the contract will be terminated at the risk and cost of bidder.
- v. Alterations or overwriting must be avoided. However, if necessary it should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- vi. 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.
- vii. If the required document(s)/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- viii. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- ix. The bidder shall submit copy of income tax registration (PAN) and TIN/GST registration number along with submission of bid proposal.
- x. 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.
- xi. 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.
- xii. Prices should be quoted FOR at JMRC office, Jaipur. No other charges shall be paid by JMRC except for the applicable taxes, if quoted in the financial bid.
- xiii. 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 -
 - a) Submitted the Tender after the prescribed date and time of submission of bids.
 - b) Made misleading or false representations in the forms, statements and



attachments submitted in proof of the eligibility requirements.

- c) If found to have a record of poor performance such as abandoning works, not properly completing the contract, delaying completion, being involved in litigation or financial failures, etc.
- d) Submitted BID document, which is not accompanied by required documentation, Tender fee is non-responsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) 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

- i. The agency must be a CERT-In Empanelled IT Security Auditing Organisation.
- ii. The agency must have a team of minimum 05 professionals having vast expertise in Cyber Security, Security Audit, and Formulation of IT Security Policy etc.
- iii. The agency and its professional must have done the projects (at least one) related to IT Policy enforcement in Government/ PSUs/ Govt. Enterprises/ Reputed Private firms in last 05 years.
- iv. The bidder should neither be a black listed firm nor should its contracts been terminated/ foreclosed by any company / government department / public sector organisation during last 5 financial years ending 31.03.2021 and during current financial year till date of bid submission, due to non-fulfilment of Contractual obligations.

3.3 COST OF BID DOCUMENT

The complete bid document can be downloaded from <https://sppp.rajasthan.gov.in> and <http://www.transport.rajasthan.gov.in/jmrc>. Cost of Tender Document (Tender fee) is Rs. 590 (Rupees Five Hundred Ninety Only) 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.

3.4 BID SECURITY DECLARATION

Bidder shall submit BID SECURING DECLARATION as per Annexure-VI of this RFP, in lieu of submission of EMD.

3.5 SUBMISSION OF BID

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as "**CONFIDENTIAL**" and "**RFP for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC**", addressed to:

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation Ltd,
2nd Floor, Admin Building, Metro Depot,
Bhrigu Path, Mansarovar, Jaipur-302020



and must be dropped in the Bid Box labelled for the purpose and kept at CA Directorate, Conference Room, 2nd floor, JMRC Office at the address given above. **RFP No. and Date of opening of Technical Bid** must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone/ mobile numbers and e-mail of the Contact Person of the bidder.

Bids received after last time and date will not be considered. Bids sent by FAX, post or e-mail will not be considered.

This sealed envelope should contain the two separately sealed envelopes, respectively containing the Technical and Financial Bids, and marked clearly as **"PART-A: Technical Bid** for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC" and **"PART-B: Financial Bid** for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC", respectively.

a) Submission of PART-A : Technical Bid

This Part should contain the Technical Bid consisting of **a copy of this 'Request for Proposal'** with each page duly filled in and signed by the Bidder in acceptance of the terms and conditions therein, along with all the required **documents in support of eligibility and cost of Bid document**, if downloaded, or receipt of payment of Bid document cost, if purchased. All documents should be signed by the authorised signatory of the bidder.

Financial bid should not be indicated at any place in the Technical Bid, or the Proposal shall be summarily rejected.

Cost of Bid Document: Proof of payment of Bid Document Cost, if purchased
Or DD or Bank Cheque of Rs. 590 (Inclusive GST)
towards Bid Document Cost, if downloaded.

Bid Securing Declaration: In prescribed form as Annexure-VI

b) Submission of PART - B : Financial Bid

This Part should contain the Financial Bid in the prescribed format as per Annexure-III. The sealed envelopes clearly super-scribed as, "Financial Bid for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC" these envelopes should be placed inside a common covering envelope for the Financial Bid (i.e., Part B: Financial Bid). Financial Bids are to be filled in the format given in Annexure-III.

3.6 EVALUATION OF BID DOCUMENTS

- i. The technical bids will be opened at the date and time, place as specified in the Clause 1.i (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.
- ii. Initially, only Technical Bids will be opened and evaluated for the eligibility criteria set forth in this RFP document.
 - iii. Financial Bids will remain unopened and will be held in the custody of the bidding authority until the time of opening of the Financial Bids. The time and date of opening of Financial Bid shall be communicated to technically qualified bidders through email/phone. The technically qualified bidders may attend the opening of the Financial Bid, if they desire so.
 - iv. The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The bidders or their authorised representatives who are present to witness the Financial Bid opening shall have to sign a attendance register/sheet 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.
 - v. The Financial bids of the Bidders whose Technical Bid is found responsive, complete and in accordance with the RFP conditions shall be evaluated. Out of these, the bidder whose bid is the Lowest will be finally selected and may be adjudged as the successful Bidder.
 - vi. In case two or more responsive bidders have quoted the same rate, for the subject matter which is also the Lowest Rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
 - vii. In case two or more responsive bidders again quote the same rate in their revised Financial Bids, for the concerned retail space then JMRC will resort to an open auction among the same bidders (i.e., who have quoted the same Rates) and the bidder for respective bid whose offer is Lowest, shall be declared as successful bidder. The date and time of auction will be notified to the concerned bidders.
 - viii. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
 - ix. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to (i) accept any Bid not necessarily lowest, (ii) reject any Bid, (iii) reject all Bids and annul the bidding process, without assigning any reason at any point of time before issuance of a Letter of Award, without incurring any liability.
 - x. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, will be that of JMRC.
 - xi. No further discussion/ interface will be held with the bidders whose bids are rejected/ disqualified / technically disqualified.
- In exceptional circumstances, prior to the expiration of the bid validity period,




the Authority may request bidders to extend the period of validity of their Bids. A Bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

3.7 PERFORMANCE SECURITY DEPOSIT AND AWARD OF CONTRACT

- i. The Successful Bidder shall be notified, after acceptance of its bid, through a Letter of Award (LoA).
- ii. Upon receipt of the 'LoA', the Successful Bidder shall return one copy of the LoA duly signed and unequivocally accepted and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 2.5% of the contract Amount, in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-IV) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of LoA. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations of Agency including warrantee i.e., up to 15 months from the date of LoA.
- iv. An agreement on a non-judicial stamp paper of Rs. 500 as per format at Annexure-V shall be executed within 10 days of issue of LoA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- v. After signing of the Agreement & deposition of Performance Security, Work Order(s) shall be issued to the Agency/ successful bidder(s) for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC.
- vi. After completion of all contractual obligations including warrantee, Performance Security Deposit shall be returned/ discharged to the successful Agency within 60 days.
- vii. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be retained or to be extended to meet the requirement of validity of Performance Security valid up to the extended contract period enhanced by three months.

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 RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RFP shall prevail.

4.2 SCOPE OF WORK

- i. To study the IT based systems working in various department of the JMRC, such as Automatic Fare Collection System (AFC), Closed Circuit Camera System



(CCTV), Passenger Information Display System & Public Addressing System (PIDS/PAS), Electronic Private Automatic Branch Exchange (EPABX), Synchronous Digital Hierarchy (SDH), Switch-Mode Power Supply (SMPS), Supervisory Control and Data Acquisition System (SCADA), Un-interrupted Power Supply (UPS), Radio Systems and other network monitoring systems etc. and their applications.

- ii. To draft IT & Cyber Security Policy & give a presentation to JMRC officials to get input & suggestions, with respect to Legal Mandate, International standardization and CERT-In requirement. Suggestions will be incorporated in the draft policy for finalisation of IT & Cyber Security the Policy.
- iii. After finalisation the IT Policy, agency shall impart training to JMRC officials.
- iv. Implementation of policy by the agency & give support to JMRC for next 6 months after successful implementation of the policy in JMRC.

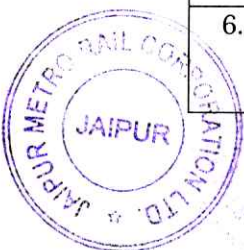
4.3 RESPONSIBILITIES AND DUTIES OF THE AGENCY

- i. IT & Cyber Security Policy will be as per the IT Act and International standardization ISO/IEC 27001:2013 as well as the Information Technology Rules 2011, Information Technology Rules 2018 and Assurance as per the requirements of CERT-In.
- ii. The agency needs to ensure the compliance of "The Information Technology Act, 2000", "The Information Technology Act (Amendment), 2008" while formulating the IT & Cyber Security Policy for JMRC.
- iii. The agency will be responsible for Cyber (IT) security policy framing for JMRC.

4.4 COMMENCEMENT & DELIVERY SCHEDULE

- i. The agency shall commence its services from the date of issuance of work order after acceptance of LOA (Letter of Award) and signing of agreement with JMRC.
- ii. The Selected Bidder shall ensure that all the required services to be performed or delivered mentioned in clause 4.2. The delivery schedule mentioned herewith:

S. No.	Description of Milestones	Delivery Timeline Milestones
1.	To study the IT based systems working in various department of the JMRC	04 Weeks
2.	Prepare draft IT & Cyber Security Policy & give a presentation to JMRC officials to get input & suggestions	08 Weeks
3.	Finalisation of IT & Cyber Security Policy for JMRC	04 Weeks
4.	Implementation of IT Policy in Various Department of JMRC	04 Weeks
5.	Completion of Successful Training Session to JMRC officials, after finalisation the IT Policy	04 Weeks
6.	Support/ hand holding after successful implementation of the policy in JMRC	06 Months



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4.5 DURATION/VALIDITY OF CONTRACT

The assignment shall be for a period of One Year from the date of issue of LOA (Letter of Award) including six month of support/ hand holding.

4.6 PAYMENT TERMS

The payment will be made on percentage basis on completion of milestones described as under:

S. No.	Description of Milestones	Payment Percentage after completion of Milestones
1.	Finalisation of IT & Cyber Security Policy for JMRC (Comprising of Pt. 1, 2 & 3 of Delivery Schedule)	60%
2.	Completion of Successful Training Session to JMRC officials, after finalisation the IT Policy (Comprising of Pt. 4 & 5 of Delivery Schedule)	20%
3.	After completion of 6 months support, after successful implementation of the policy in JMRC (Comprising of Pt. 6 of Delivery Schedule)	20%

- i. The Agency shall request for payment to the Authority in writing, accompanied by original GSTIN invoice (in triplicate copy) describing, as appropriate, the related services performed, together with the required documents, and upon fulfilment of all the obligations stipulated in the Contract/ Assignment.
- ii. Due Payments shall be made promptly by the Authority, generally within thirty (30) days after submission of an invoice or request for payment by the Agency, which is accepted by the Authority.
- iii. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- iv. Advance Payments will not be made.
- v. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP, will be deducted from the payments for the respective milestones.
- vi. Taxes (If any), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations. If it is required under law to deduct some statutory taxes at source, these will be deducted before the release of such payment(s). Necessary certificate of deduction of Tax at source shall be issued and furnished to the Agency by JMRC.
- vii. No amount of interest will be payable by JMRC, in case of delay or on any other count.
- viii. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Agency / Supplier to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.



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4.7 FAILURE TO DELIVER OR PERFORM THE SERVICES AS PER THE SCOPE OF WORK/WORK ORDER OR CONTRACT

The Agency shall deliver the services as per the requirement of the Corporation spelt out in work order. Delay in milestone of these items in terms and conditions of this contract/assignment will be termed as default on the part of the agency/supplier.

a. Liquidated Damages:

In case of any default of Agency, JMRC shall have the right to recover from the Agency Liquidated Damages which may be in addition to penalty as defined at (b) below.

In the event of the Agency's failure to supply the goods as specified in this contract, the Corporation may, at its discretion, withhold any payment until the completion of the contract. The Corporation may also deduct from the Agency as agreed, liquidated damages amounting to the sum of 0.5 % to of the contract price of the delayed /undelivered stores/ services mentioned above (i.e. the entire actual payable amount in respect of the particular lot with regard to which the delay has occurred) for every week of delay or part of a week unless prior extension of time has not been granted by the authority under clause 4.8 (ii) , subject to the maximum value of the Liquidated Damages being not higher than 10% of the total value of the purchase order(with regard to which the delay has occurred) which may be in addition to Risk and Cost action as defined at (c) below.

b. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

c. Risk and Cost:

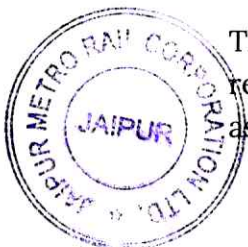
In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the agency.

4.8 TERMINATION OF CONTRACT/ASSIGNMENT

An Agreement shall be executed between the Agency and the Corporation. This Agreement can be terminated by the Corporation by giving a written notice of not less than Seven Days (07 Days), if the agency fails to perform its part of the duties and responsibilities, substantially and confidentiality or in case of services are not found satisfactory.

4.9 CONFLICTS OF INTEREST

The agency provide professional objective and impartial advice and at all times is required to hold the corporation's interest paramount, avoid conflicts with other assignments or its own interest, and act without any consideration for future



work. The agency shall not engage, directly or indirectly, during the term of this assignment, any business or professional activity which would conflict with the activity assigned to them under this agreement.

4.10 CONFIDENTIALITY

The agency will ensure that the information shared with them shall be not disclosed with anyone and non-disclosure agreement will be documented.

4.11 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Corporate Affairs).
- ii. 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 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.
- iii. 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.

4.12 FORCE MAJEURE

- i. 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.
- ii. 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.
- iii. 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.



ANNEXURE – I

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

ENVELOPE: 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 including all annexure duly signed by the Authorised 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 duly filled, signed	Yes/No
5.	Annexure-IV: Performa of Performance Bank Guarantee	Yes/No
6.	Annexure-V: Performa of Agreement	Yes/No
7.	Cost of Bid document (DD/ Banker Cheque or JMRC receipt)	Yes/No
8.	Supporting Documents as per the Clause 3.2 of this RFP, as under:	
i.	Supporting Document for CERT-in empanelment	Yes/No
ii.	Curriculum Vitae of the Key Professional proposed for the project in the format at Annexure-VIII	Yes/No
iii.	Copy of Work Orders/ Completion Certificates	Yes/No
9.	Annexure-VI: Bid Securing Declaration (in lieu of EMD submission)	Yes/ No

ENVELOPE: B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

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



Handwritten signature

ANNEXURE – II, FORM-I

Date:

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) No., dated..... issued by JMRC for Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in 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



ANNEXURE - II, FORM-II

BIDDER'S PROFILE AND DOCUMENTS OF THE BIDDER

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

1.	Name of the RFP	Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC
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.	Office Address of bidder (With Pin Code)	
	Name of contact person	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
7.	GST/TIN Registration No.(As applicable, copy to be enclosed)	
8.	PAN Card No. (copy enclosed)	
9.	Name and designation of the authority that is authorized to sign the tender document	
(a)		
(b)	Address	
10.	Tender Fee	Details of the Cash Receipt/DD/Bankers cheque
11.	Other documents attached :	
(a)	Registration details	Registration Certificate/ partnership deed/ Certificate of incorporation
(b)	Certificate of having not black listed as per clause 3.2(iv)	

Certificate / Undertaking

- We certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company/ government department/ public sector organisation during last 5 financial years ending 31.03.2021 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.
- 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.



[Handwritten Signature]

ANNEXURE-III

FINANCIAL BID

(To be filled & signed and submitted in a separate envelop for financial bid only)

Tender Inviting Authority: Executive Director (CA), JMRC			
Name of Work: Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC			
RFP No. : F.1(I-84)/JMRC/DC/IT/2019/17 :03.2021			
Bidder/ Firm Name:			
PRICE SCHEDULE			
Sr. No.	Item	Specification	Total Excluding GST (in Rs.)
(1)	(2)	(3)	(4)
1.	Work of formulation/finalization, implementation & training of IT & Cyber Security Policy in JMRC	To study the IT Systems working in various department of the JMRC including AFC, CCTV, PIDS/PAS, EPABX, SDH, SMPS, UPS and Radio Systems and its applications & Signalling and Telecom (S&T) department and guide in drafting of IT & Cyber Security Policy & give a presentation to JMRC officials to get input & suggestions. Suggestions will be incorporated in the draft policy of JMRC for finalisation the Policy. After finalisation the IT Security Policy, agency shall impart training to JMRC officials. Implementation of policy will be done by the agency & maintain support/ handling for next 6 months after successful implementation in JMRC.	

Total Rate in words:

All the term & conditions shall be as per RFP Document of your letter enclosed herewith.

Note:

- The price quoted above is valid up to 90 days from the date of bid submission.
- The price quoted above shall be FoR inclusive of no other taxes/charge except GST shall be paid extra.
- The evaluation shall be on total cost to JMRC inclusive of all taxes except GST.
- GST shall be payable as per applicable rate at the time of billing.



[Handwritten Signature]

(Signature of Authorised Signatory of the bidder)

ANNEXURE-IV

PERFORMANCE BANK GUARANTEE

(TO BE SUBMITTED BY THE SELECTED BIDDER ONLY)

(From a Scheduled bank having its branch at Jaipur Payable at par at Jaipur)

To,
Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Jaipur.

1. In consideration of Jaipur Metro Rail Corporation Limited (JMRC) (hereinafter called "JMRC") having agreed to exempt M/s (herein after called "the said Agency" from the demand, under the terms and conditions of RFP No..... dated (Including subsequent clarification/corrigendum/ amendment, if any), LOA No. dated and subsequent agreement to be signed between JMRC through and (Agency) for the work(hereinafter called "the said Contract") of Performance Security Deposit for the due fulfilment by the said Agency 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 of Agency (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 agency(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 Agency(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 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 Agency(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 Agency(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 Agency(s) or for any forbearance, act or omission on the part of JMRC or any indulgence by JMRC to the said Agency(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.



Handwritten signature

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 agency(s).
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 agency before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank not withstanding any security which JMRC may have obtained or obtain from the agency.
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)



ANNEXURE-V

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 **"Agency"** (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;

And whereas the approved agency 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 agency will duly perform or deliver the duties set forth in our LOA No. dated 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: Dated: 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.
- 3) Letter of Award Nos. dated issued by JMRC and letter Nos. datedreceived from Agency and appended to this agreement shall also form part of this agreement.
- 4) The JMRC do hereby agree that if the Agency shall duly perform or deliver the duties in the manner aforesaid observe and keep the said terms and conditions, the JMRC will through cheque/ DD pay or cause to be paid to the approved agency at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 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 performing or delivering the duties 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.

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

Signature of the Approved
agency/ 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



ANNEXURE-VI

**FORMAT OF BID SECURING DECLARATION
(ON A NON-JUDICIAL STAMP PAPER OF RS. 50)**

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.....



ANNEXURE – VII

**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 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

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:



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. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



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



ANNEXURE-VIII

FORMAT OF CURRICULUM VITAE (CV)

(For the Professional as per Clause 3.2 (ii))

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment.]

Educational Qualification:

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

