

**Open E-Bid Goods And Services Single Part Bid
Document**

“Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro”

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

Admin Building, Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020

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

Email:

mgrcivil@jaipurmetrorail.in; jmrcciviloffice215@gmail.com

TABLE OF CONTENTS

1 NOTICE INVITING BIDS	4
(1) General:-	4
(2) KEY DETAILS:	4
2 INSTRUCTION TO BIDDERS	10
(1) Sale of Bidding/ Bid Documents	10
(2) Cost of bid document and Bid Security/EMD	11
(3) Changes in the Bidding Document	12
(4) Period of Validity of Bids	12
(5) Format and Signing of Bids	12
(6) Submission of Bids:	13
(7) Cost & Language of Bidding	15
(8) Alternative/ Multiple Bids	15
(9) Deadline for the submission of Bids	15
(10) Late Bids	15
(11) Receipt and Custody of Bids	15
(12) Withdrawal, Substitution, and Modification of Bids	16
(13) Opening of Bids	16
(14) Selection Method	16
(15) Clarification of Bids	17
(16) Evaluation & Tabulation of Bids	17
(17) Correction of Arithmetic Errors in Financial Bids:	19
(18) Negotiations	19
(19) Acceptance of the successful Bid and Issuance of Purchase Order	20
(20) Procuring entity's right to accept or reject any or all Bids	20
(21) Right to Vary Quantity (Rule-73 of RTPPR-2013)	20
(22) Performance Security Deposit (Rule-75 of RTPPR-2013)	20
(23) SIGNING OF AGREEMENT	22
3 General Conditions of Contract	23
4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT	24
(1) Bidders to Bid for all Items	24
(2) Payment Terms and Schedule	24
(3) Product Warranty	25
(4) Guarantee	25

(5) Other Special Terms	25
5 BILL OF QUANTITIES (BOQ)	27
(1) FINANCIAL BID FORM	27
(2) Specification of products and equipment's:-	29
6 FORM	31
(1) Form : Form Of Bid	31
(2) Form: Form Of Agreement	33
(3) Form : Format Of Bank guarantee For Performance Security	35
(4) Form : Bidder's Authorization Certificate {To Be Filled By The BIDDERS}	37
(5) Form : Self-Declaration {To Be Filled By The Bidder}	38
(6) Form : Bank Details For E-Payment	39
(7) Form : Power Of Attorney For Signing The Bid	40
(8) Form : Indemnity (To Be Filled By Bidder)	41
(9) Form : Indemnity (To Be Filled By Bidder Staff Individually)	42
(10) Form : Bill Certificate By Contractor	43
7 ANNEXURES:	44
(1) Annexure : Compliance with the Code of Integrity and No Conflict of Interest	44
(2) Annexure : Declaration by the Bidder regarding Qualifications	46
(3) Annexure : Grievance Redressal during Procurement Process	47
(4) Annexure : Additional Conditions of Contract	49
(5) Annexure: Form of appeal	50
(6) Annexure: BLACK LIST CERTIFICATE	51
(7) Annexure : Certificate Of Conformity/No Deviation {to be filled by the Bidder}	52
(8) Annexure : FILTER CRITERIA OF APPLICANT	53
(9) Annexure : CASE OF CONSORTIUM	54
(10) Annexure : CERTIFICATE/UNDERTAKING.	55



1 NOTICE INVITING BIDS**(1) General:-**

- (a) Jaipur Metro Rail Corporation invites from interested and eligible agencies for "Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro". This bid is invited under RTPPR Act-2012, and Rules, 2013.
- (b) The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website transport.rajasthan.gov.in/jmrc and state Public procurement portal i.e., <http://sppp.rajasthan.gov.in>.
- (c) Bidders who wish to participate in this bidding process must register on [https://eproc. Rajasthan.gov.in](https://eproc.Rajasthan.gov.in). to participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used by the bidder to digitally sign the bids before its online submission on E-Proc Portal. However, each page of the bid must be stamped and signed by the authorized signatory of the bidder firm as token of acceptance of the Bid Conditions.

(2) KEY DETAILS:

(a)	Designation and address of inviting authority	Name: - General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address: - Room No-418, 4 th Floor, Admin Building, Depot of Jaipur Metro, Bhriгу Path, Mansarovar, Jaipur-302020. Tel- +917728895353 Email: gmcivil@jaipurmetrorail.in
(b)	NIB/Bid No	69R/JMRC/O&S/Civil/Works/2022-23
(c)	Name of Work	"Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro"
(d)	Time Period	60 Days (from the date of issue of "Purchase Order/LOA".)

(e)	Goods Warranty Periods (Minimum)	24 months (from the date of supply)
(f)	Bid Procedure	Single Stage Single Packet (Technical and Financial) Online Open Bid Procedure
(g)	Bid Evaluation Criteria	Technically Qualified and Lowest Rated Bidder (L-01)
(h)	Website for downloading Bidding Document, Corrigendum's, Addendums, etc.	Website: - https://www.eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in transport.rajasthan.gov.in/jmrc
(i)	Estimated Cost	Rs. 8,31,900/-
(j)	Cost of Bid Form (Non-Refundable)	For participating in the bid, the bidder has to pay cost of bid form as below:- Cost of Bid Form:- Rs 1180.00 /- (Including GST @ 18%) shall be paid in the form Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur
(k)	Earnest Money Deposit (EMD) / Bid Security Deposit	Rs. 16638/- (02% of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft / Bank guarantee or electronic bank guarantee (e-BG) of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
(l)	Performance Security	(2.5 % of the contract amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee or electronic bank guarantee (e-BG) of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. Or As per Rule 75 of RTPPR-2013 (Latest Compiled version).
(m)	E-Bid Processing Fee (Non Refundable)	Cost of E-Bid Processing Fee:- Rs.590/- (Including GST @ 18%) Shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'MD, RISL', payable at Jaipur.
(n)	Venue of Physical Submission of Cost of Bid Form, Bid Security and E-Bid Processing Fee etc.	Room No-418, 4 th Floor, Admin Building, Depot of Jaipur Metro, Bhriugu Path, Mansarovar, Jaipur-302020.

(o)	Publishing Date on E-Proc Portal, SPPP Portal and JMRC Website.	Date: - <u>01/04/23</u> Time- <u>11:00</u> Hrs
(p)	Document Sale/ Download/ Cost of Bid Form deposition period.	From: Date: - <u>01/04/23</u> Time- <u>11:00</u> Hrs To: Date: - <u>07/04/23</u> Time- <u>11:00</u> Hrs
(q)	Online Bid Submission Period on E-Proc Portal of Rajasthan Government.	From: Date: - <u>01/04/23</u> Time- <u>11:00</u> Hrs To: Date: <u>07/04/23</u> Time- <u>11:00</u> Hrs
(r)	Online Technical Bid Opening Date and Time	Date: - <u>07/04/23</u> Time- <u>11:30</u> Hrs Venue: - O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address: - Room No-418, 4 th Floor, Admin Building, Depot of Jaipur Metro, Bhargu Path, Mansarovar, Jaipur-302020.
(s)	Validity of Bid	90 days (From the last date of submission of bid.)
(t)	Bidders Eligibility:-	Documents required to be submitted:-
	(i) Cost of Bid Form & Bid Security Deposit.	As per section 1(2)(j), 1(2)(k) and 1(2)(m) of Bid Document in original to JMRC before the due date and time for the bid submission as per section 1(2)(n) and 1(2)(q) of Bid Document.
	(ii) Similar Work:- (A) The bidder firm should have experience of “Supply and installation of birds control equipments” in Zonal Railway or in any Metro Railway organization or State/Central Government Bodies/Private Institutions etc. during the last 05 Years (reckoned from the date of last date of bid submission) and should have well established capacity to execute the required work as per section 1(2)(c) of Bid Document, and (B) The bidder firm should have satisfactorily completed:- (I) Three similar successfully completed works each costing not less than the amount equal to Rs. 332760/- (40% of the estimated cost Rs. 8,31,900/-). Bidder has to submit performance report of completed work. (II) Two similar successfully completed works each costing not less than the amount equal to Rs. 415950/- (50% of the estimated cost Rs. 8,31,900/-). Bidder has to submit performance	Self-certified copies of Certificates for satisfactory completion of similar works issued by the authorized person of the department/institution not below the rank of Executive Engineer during the last 05 Years reckoned from the date of last date of bid submission. With Certificate/Undertaking as per section 7(10) of Bid Document on Bidder's/Agency's letter head.

	<p>report of completed work.</p> <p>(III) One similar successfully completed works each costing not less than the amount equal to Rs. 665520/- (80% of the estimated cost Rs. 8,31,900/-). Bidder has to submit performance report of completed work.</p>	
	<p>(iii) Financial Standing (Annual Turnover):-</p> <p>The average annual turnover of bidders during in last three financial years 2019-20 to 2022-23 should not be less than 40% of estimated cost Rs. 8,31,900/- (Rs 332760/-). If the statement for Year 2022-23 is not available then statement for the duration of Financial Year 2018-19 to 2021-22 may be submitted.</p>	<p>Self-Certified certificate issued by Chartered Accountant (CA) for the "Annual Average Turn Over" of Bidder.</p> <p>OR</p> <p>Self-certified Income Tax Return Documents (ITRs).</p>
	<p>(iv) The bidder firm maybe:-</p> <ul style="list-style-type: none"> -Company registered under "Companies Act-1956/2013"; OR - Registered Sole proprietor; OR - Registered Partnership/Joint Venture Firm. 	<p>Self-attested copy of registration document as proof of registered firm under Companies Act-1956/2013.</p>
	<p>(v) Mandatory Registrations of the bidder such as "Goods & Service Tax (GST)" and Income Tax Registration.</p>	<p>Self-Certified Copy of:-</p> <ul style="list-style-type: none"> -GST Registration mentioning GST number in name of Bidding Firm. -Copy of PAN Card.
(u)	<p><u>ONLINE SUBMISSION OF BIDS: -</u></p> <p>Online bids will have to be digitally stamped and signed by the authorized signatory of bidder firm and submitted in a time stamped electronic sealed box on http://eproc.rajasthan.gov.in in the manner as below.</p> <p><u>The Bidder shall submit his digitally signed online bid in Single Envelope:-</u></p> <p>(i) Technical Bid:</p> <p>Technical Bid with all necessary documents in .pdf format (Self Certified/Signed by authorized Signatory of Firm) as per Section 1(2)(t) of Bid Document, Scanned Copy of financial instruments such as Cost of Bid Form, E-Bid Processing Fee and Bid Security as per Section 1(2)(j), 1(2)(m), 1(2)(k) and 1(2)(n) of Bid Document complete bid document as complete bid document (Except Section 5 of Bid Document i.e. BOQ) and;</p> <p>(ii) Financial Bid:</p>	

Financial Bid in electronic format. (.xls Format), Online through E-Proc Portal for Rajasthan Government to procuring entity of JMRC as per Section 1(2) of Bid Document on or before the last date of bid submission.

Note: -

- (A) Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee & Bid Security should be submitted physically at the office of JMRC as per Section 1(2)(n) of Bid Document.
- (B) The bidders have to take utmost care that the Technical & Financial Bid is to be submitted online in a single packet. If any details of Financial Bid whether intentionally/ unintentionally/ by mistake are mentioned in Technical Bid by the bidder; then its bid shall not be considered by JMRC. No correspondence in such matter shall be entertained by JMRC.

(v) POINTS TO BE NOTED:

- (i) Bidder (authorized signatory) shall submit their Single Envelope Bid (Technical Bid and Second & Financial Bid both) online on E-Proc website i.e <https://www.eproc.rajasthan.gov.in> both for technical and financial proposals.
- (ii) In case, any of the bidders fails to pay the **Cost of Bid form, E-Bid Processing Fee and Bid Security** to JMRC, its Bid shall not be considered and shall be rejected.
- (iii) JMRC will not be responsible for delay in Bid submission due to any reason.
- (iv) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- (v) Conditional Bid shall be summarily rejected by JMRC.
- (vi) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until formal contract is signed and executed between the procuring entity and the successful bidder.
- (vii) All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Form-C and /or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected.
- (viii) Any Bid received with unattested cutting/ overwriting shall be rejected.
- (ix) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only for the help the bidders to prepare a logical bid-proposal.
- (x) The provisions of RTTP Act 2012 and RTPPR-2013 Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and RTPPR-2013 Rules thereto, the later shall prevail.
- (xi) Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the

bidder shall sign the complete GCC document and submit it to the JMRC

Note:

All bidders or their authorized representative may attend the opening of Bid.

Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above-mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

In case of any further details required, the same can be collected from the office of Manager (Civil, Tel- +917728895353.

General Manager (Civil), Jaipur Metro Rail Corporation Ltd.
Room No-418, 4th Floor, Admin Building, Depot of Jaipur Metro, Bhriugu Path, Mansarovar, Jaipur-302020.

Tel- +917728895353

Email: gmcivil@jaipurmetrorail.in

Email: jmrcciviloffice215@gmail.com; mgrcivil@jaipurmetrorail.in

NOTE: In case of any query regarding this bid, same may please be made with Manager (Civil), Tel- +917728895353



2 INSTRUCTION TO BIDDERS**(1) Sale of Bidding/ Bid Documents**

- (a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete Bid document can be downloaded for online submission from the web-site <https://www.eproc.rajasthan.gov.in>.
- (b) The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of General Manager (Civil), Jaipur Metro Rail Corporation Ltd., Room No-418, 4th Floor, Admin Building, Depot of Jaipur Metro, Bhriku Path, Mansarovar, Jaipur-302020.
- (c) Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.
- (d) Cost of Bid Document (BID fee) is **Rs 1180.00** /- (Including GST @ 18%) which shall be paid in the form Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur.
- (e) In addition, E-BID processing fee of Rs.590/- (Including GST @ 18%) per Bid Shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'MD, RISL', payable at Jaipur.
- (f) Bids submissions will be made online after uploading the mandatory scanned documents towards cost of BID, e-Bid processing fee and other document as stated in the BID document.
- (g) Any Bid not accompanied by valid Earnest Money Deposit, the cost to-wards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.
- (h) Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.
- (i) JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- (j) No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- (k) The JMRC reserves the right to verify all statements, information and documents sub-mitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- (l) Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

(2) Cost of bid document and Bid Security/EMD

- (a) Digitally Signed Online Bids are invited for the NIB No-69R/JMRC/O&S/Civil/Works/2022-23 towards "Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro" by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer', for Works in accordance with this Bid Package.
- (b) Earnest Money Deposit (EMD) / Bid Security of **Rs. 16638/-** (02% of the Estimated Cost) can be deposited in the form of Banker's Cheque/ Demand Draft / Bank guarantee or electronic bank guarantee (e-BG) of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur., shall form part of the bid. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- (c) Bid security shall be 02% of the estimated value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e., Rajasthan Transparency in Public Procurement Rules, 2013)
- (d) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- (e) The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- (i) when the bidder withdraws or modifies its bid after opening of bids;
 - (ii) when the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - (iii) when the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - (iv) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- (f) Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- (g) No interest shall be payable on the Bid Security (EMD).
- (h) In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security.
- (i) The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely: -
- (i) the expiry of validity of Bid Security;
 - (ii) Issue of LOA for procurement and performance security is furnished by the successful Bidder;
 - (iii) the cancellation of the procurement process; or

- (iv) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

(3) Changes in the Bidding Document

- (a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- (b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- (c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.


(4) Period of Validity of Bids

- (a) Bids submitted by the Bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- (b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Bid Security shall not be forfeited.

(5) Format and Signing of Bids

- (a) The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- (b) All pages the bid of shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents
- (c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- (d) All applicable Annexure/Performa's shall be duly filled by the bidders as below:

<u>S. No.</u>	<u>Documents Type</u>	<u>Document</u>
(i)	Bidding document Fee (Bid Fee)	Proof of submission
(ii)	Form of Bid	As per Section 6 of Bid Document



(iii)	Performance Security	As per Section 6 of Bid Document
(iv)	Bidder's Authorization Certificate	As per Section 6 of Bid Document
(v)	Self-Declaration	As per Section 6 of Bid Document
(vi)	Conformity/No Deviation	As per Section 6 of Bid Document
(vii)	Compliance with the Code of Integrity and No Conflict of Interest	As per Section 7 of Bid Document
(viii)	Declaration by the Bidder regarding Qualifications	As per Section 7 of Bid Document
(ix)	Grievance Redressal during Procurement Process	As per Section 7 of Bid Document
(x)	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	As per Section 6 of Bid Document
(xi)	Form of Agreement	As per Section 6 of Bid Document

(6) Submission of Bids:

- (a) The Bidder shall, on or before the date and time given in the table under notice Inviting Bid of this BID submits his Bid online on e-tendering website <https://eproc.rajasthan.gov.in>. Bids sent by Post, FAX or e-mail or presented in person will not be considered.

(b) Financial Instrument:

- (i) Financial Instrument i.e. 'Cost of Bid Document', 'e- Bid Processing Fee' and 'EMD/Bid Security' shall be submitted in original in one sealed envelope (in physical form- financial instrument) mentioned following along with his Name and address mentioned on above envelopes respectively:

Bid Reference No.-NIB No- 69R/JMRC/O&S/Civil/Works/2022-23,

Name of the Work: "Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro"

The above envelope to be submitted before date and time as per schedule mentioned in the Table under Notice Inviting Bid of this BID at the address mentioned below:



268

To,

General Manager (Civil), Jaipur
Metro Rail Corporation Ltd.
Room No-418, 4th Floor, Admin
Building, Depot of Jaipur Metro,
Bhrigu Path, Mansarovar, Jaipur-
302020.

- (ii) Financial instrument comprising of bid security, e- Bid Processing Fee, cost of Bid document submitted after due date and time shall not be accepted and online Bids of such Bidders shall liable to be rejected summarily.
- (iii) JMRC will not be responsible for financial instrument delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission.
- (c) Any Bid not accompanied by bid security, e- Bid Processing Fee, Cost of Bid Document in acceptable form will be liable to be treated as being non- responsive & shall be rejected.
- (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 to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- (f) A single-stage single envelope selection procedure shall be adopted. The Bid shall contain:

(i) Technical Bid:

- (A) This Part should contain the Technical Bid consisting of a pdf copy of this Bid Document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all Annexures/Forms duly filled. DD/BC and the entire required documents in support of eligibility, Bid fee and e-Bid processing fee, bid security and other documents as per this bid document.
- (B) Apart from being digitally signed, all the documents should be physically signed and stamped on each page by the authorized representative of the Bidder.
- (C) All the applicable Annexure/Forms shall be duly filled, physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical Bid
- (D) Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Bid shall be summarily rejected.

(ii) Financial Bid (BOQ) :

- (A) This Part should contain the Financial Bid in the prescribed Format as per section 5 of Bid Document i.e. **(BOQ)**. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the

contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST shall be as applicable on the date of billing.

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

(I) Download format of Financial Bid in XLS/ XLSX format (Password protected file).

(II) This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.

(III) Fill Bidder's Name and relevant prices, Unit Rate, GST% and other details as asked in downloaded Protected Financial Bid format (BOQ) as specified (in XLS/ XLSX format only or Modify accordingly). Don't fill in any other back ground cells.

(IV) Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and remember its name & location and upload correct file (duly filled in).

(C) The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.

(D) The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

(7) Cost & Language of Bidding

(a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

(b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidders and the procuring entity, shall be written only in English/ Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

(8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

(9) Deadline for the submission of Bids

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

(10) Late Bids

Late submission of bids shall not be permitted to the bidders. Late submission of DDs/BCs regarding Bid Security and Cost of Bid Form shall not be considered by JMRC and the bids shall be rejected on this account. No correspondence in this regard shall be entertained by JMRC.

(11) Receipt and Custody of Bids

The bids shall be submitted online as per the schedule mentioned in the table under Notice inviting Bid of this BID along with the physical deposition of sealed

envelope comprising of **Cost of Bid document, e-tender processing fee and Bid Security and other documents in the originals** in office of General Manager (Civil), Jaipur Metro Rail Corporation Ltd., Room No-418, 4th Floor, Admin Building, Depot of Jaipur Metro, Bhriku Path, Mansarovar, Jaipur-302020. in a manner as specified in this BID.

(12) Withdrawal, Substitution, and Modification of Bids

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

(13) Opening of Bids

- (a) The Bids will be opened online on website at the time, date and place as specified in the Notice Inviting Bids of this BID 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.
- (b) Jaipur Metro Rail Corporation (JMRC) will evaluate Bids as per criteria set forth in this BID document.
- (c) Bidders can also see the Technical Sheets (check-list) of other Bidders after completion of opening process by logging into the web-site.
- (d) The bid is Techno-commercial bid with single stage and single envelope method. Therefore, Financial Bids of only those Bidders who are determined as technically responsive will be evaluated. 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 Bid 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.

(14) Selection Method

- (a) The selection method is Least Cost Based Selection (LCBS) as detailed below:
- (b) Single bid system; bid will be opened on scheduled time and date as per NIB. The contract will be award to most advantageous bidder of financial bid.

- (c) Bidder shall quote price for each job types and job sub-types.
- (d) The ranking of L1, L2, L3 etc, will be done on basis of Total Cost, with L1 being the bidder whose Total Cost is the lowest, L2 being the second lowest and so on.
- (e) The purchase Order/LOA shall be given to only One Bidder.

(15) Clarification of Bids

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

(16) Evaluation & Tabulation of Bids

(a) Preliminary Examination of Bids

- (i) Financial Instrument Envelopes containing Bid Security, Cost of Bid documents, e-Bid Processing fee will be opened first. Bids of those Bidders who have not submitted Bid Security, valid e-Bid Processing fee, cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.
- (ii) On opening of the Bids, JMRC will first check the Bid Security, e-Bid Processing Fee, cost of Bid documents through online mode by cross verifying with the hardcopy submitted. If the documents do not meet the requirements of Bid, a note will be recorded accordingly by the Bid Opening Authority and if any deviation found then Bid will be summarily rejected.
- (iii) Further the bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the:
 - (A) Bid is submitted, sealed and signed, as per the requirements listed in the bidding document;
 - (B) Bid is valid for the period, specified in the bidding document;
 - (C) Bid is unconditional and the Bidder has agreed to give the required performance security and;
 - (D) Other conditions, as specified in the bidding document are fulfilled.

(b) Determination of Responsiveness

- (i) The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- (ii) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - (A) "Deviation" is a departure from the requirements specified in the bidding document;
 - (B) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (C) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- (iii) A material deviation, reservation, or omission is one that,
 - (A) If accepted, shall:-
 - (I) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - (II) Limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract; or
 - (B) If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- (iv) The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- (v) The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

(c) Non-material Non-conformities in Bids

- (i) The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- (ii) The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, Pan Certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- (iii) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.
- (iv) Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.
- (v) The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

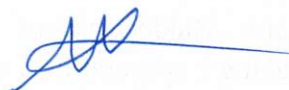
- (vi) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of 'Total Cost in financial bid. A list of L1, L2....will be prepared accordingly.
- (vii) The rates quoted by L1 Bidder shall be accepted as the bid rates.
- (viii) In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- (ix) The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

(17) Correction of Arithmetic Errors in Financial Bids:

- (a) The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- (b) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

(18) Negotiations

- (a) Subjected to section 15 of RTPP Act-2012 and Rule no. 69 of RTPPR-2013, Procuring entity reserves the rights to negotiate with the lowest and most advantageous bidder.
- (b) Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.
- (c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- (d) The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.
- (e) Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.



- (f) In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- (g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

(19) Acceptance of the successful Bid and Issuance of Purchase Order

- (a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- (b) Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- (c) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- (d) The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained

(20) Procuring entity's right to accept or reject any or all Bids

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

(21) Right to Vary Quantity (Rule-73 of RTPPR-2013)

- (a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation.
- (b) Orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased as per Rule-73 "Right to Vary Quantity" of RTPPR-2013.

(22) Performance Security Deposit (Rule-75 of RTPPR-2013)

- (a) Prior to execution of work order, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative

societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- (b) The amount of performance security shall be (2.5 % of the contract amount) of the amount of supply order in case of procurement of goods and services.
- (c) Performance Security will be discharged after completion of bidder's performance obligations including warranty obligations under the contract.
- (d) If the bidder fails or neglects any of his obligations under the contract, JMRC reserve the right to forfeit performance security furnished by the bidder as penalty for such failure.
- (e) Performance security shall be furnished in any one of the following forms: -
 - (i) Bank Draft or Banker's Cheque of a scheduled bank;
 - (ii) Bank guarantee or electronic bank guarantee (e-BG)/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding Bank guarantee or electronic bank guarantee (e-BG) shall be same as mentioned in the bidding document for Bid Security.
 - (iii) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (f) Performance security furnished in the form specified in section 2(22)(e)(i), 2(22)(e)(ii), 2(22)(e)(iii) of Bid Document above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- (g) Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - (i) When any terms and condition of the contract is breached.
 - (ii) When the Bidder fails to make complete supply satisfactorily.
 - (iii) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- (h) Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- (i) No interest shall be payable on the Performance Security Deposit.
- (j) **Additional Performance security: -**
 - (i) In addition to performance security as specified in Section 2(22)(a) and 2(22)(g) of Bid Document above, an additional performance security shall also be taken from the successful bidder in case of unbalance bid. The additional Performance security shall be equal to 50% of unbalanced bid amount. The additional performance security shall be deposited in Lum sum by the successful bidder before execution of agreement. The

additional Performance security shall be deposited through DD, Bankers Cheque, Govt securities or Bank guarantee or electronic bank guarantee (e-BG).

Explanation: - For the purpose of above rule:-

- (A) Unbalance bid means any bid below more than 15% of estimated bid value.
- (B) Estimated bid value means value of subject matter of procurement mention in bidding document by procuring entity.
- (C) Unbalanced bid amount means positive difference of 85% of estimated bid value minus bid amount quoted by the bidder.
- (ii) The additional performance security shall be refunded to the contractor after satisfactory completion of the entire work. The additional performance security shall be forfeited by the procuring entity when work is not completed within stipulated period by the contractor.

(23) SIGNING OF AGREEMENT

- (a) The contractor shall prepare the agreement on non-judicial stamp as per Rajasthan Stamp Act, in the Performa (as per section 6 of Bid Document) included in this document, duly incorporating all the terms of agreement between the two parties. Within 15 days from issue of LOA, successful bidder will be required to execute the Contract agreement. Performance security should be submitted immediately after the issue of LOA but not later than the agreement is signed between the parties. One copy of agreement duly signed by the employer and contractor through their authorized signatories will be supplied by the employer to the contractor.
- (b) Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 15 days from the date of issue of Letter of Acceptance: -
 - (i) Performance security as per section 2(22) of Bid Document
 - (ii) Power of Attorney if required
 - (iii) Detailed Consortium or Joint Venture Agreement (Duly signed and executed) incorporating:
 - (A) Percentage participation of each member/partner
 - (B) Joint and several liability of the partners.



3 General Conditions of Contract

Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC



4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

(1) Bidders to Bid for all Items

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

(2) Payment Terms and Schedule

- (a) Advance Payment will not be made.
- (b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the Bidder to the Purchase Officer in accordance with contract all remittance charges will be borne by the Bidder.
- (c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- (d) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

(e) Payment schedule: -

Payments to the Contractor, after successful completion of the specified deliverables & related services as per PO, would be made as under: -

S. No.	Milestone / Deliverable	Payment	Supporting Documents
	Receipt of items Ordered in JMRC Stores, installation at site and acceptance and taken Over after inspection.	(a) 75% payment shall be released after supply, installation and commissioning with satisfactory performance. (b) Balance 25% payment shall be released after 06 months from date of commissioning.	1. Original Invoice (in triplicate copy) 2. Post Delivery Inspection Report/ successful installation/commissioning at site and taken over certificate. 3. Delivery Challan signed by authorized Representative of JMRC/Satisfactory performance & report from JMRC representative.

- (f) Due payments shall be made promptly by the purchaser, generally within forty five (45) days after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- (g) The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- (h) All remittance charges will be borne by the supplier/ Contractor.

- (i) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- (j) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

(3) Product Warranty

Warranty term should be clearly indicated in the offer. Minimum warranty period is required 24 months (from the date of supply), so in this period if any manufacturing defect is found in any supply item then Action will be taken according.

(4) Guarantee

- (a) The Contractor guarantees that the material which he supplies shall be manufactured full in accordance with specifications. In all cases, the Contractor guarantees that its design shall strictly follow the "as made" detailed drawing with such modifications as are notified in respect of each type.
- (b) The contractor further guarantees that the stores shall be free from defects in material and workmanship provided that the Contractor's liability in this respect shall be limited to arranging the necessary replacement of the defective supplies free of any charge to the extent that such replacements are attributable to or arise from faulty workmanship or material or in the manufacture of the stores. All replacements shall be made free of costs at destination. If the Contractor so desires, the replaced stores can be taken over by him for disposal as he deems fit, within a period of three months from the date of replacement of stores. At the expiry of this period no claim whatsoever shall lie on the purchaser.
- (c) The guarantee herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way so as to affect its strength, performance or reliability or any part due to misuse, negligence or accident.
- (d) All replacements that the Purchaser shall call upon the contractor to deliver, this guarantee shall be delivered by the contractor promptly and satisfactorily.
- (e) Any approval or acceptance by the purchaser of the stores or of the materials incorporated therein shall not in any way limit the contractor's liability hereunder.
- (f) The decision of the Purchaser in regard to contractor's liability under this guarantee shall be final and conclusive.

(5) Other Special Terms

- (a) In case the Bidder fails to supply the final deliverables within stated timelines, the liquidated damage as per GCC would be applicable.
- (b) In case of any errors/ inaccuracies remain in supply and services even after the final approval of design from the purchaser then the Contractor has to take corrective actions on Bidders part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the liquidated damage as per GCC would be applicable.

- (c) Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work shall be levied as worked out by the JMRC. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable.



5 BILL OF QUANTITIES (BOQ)

(1) FINANCIAL BID FORM

Bidder Name:

S. No.	NBSR Item Description [Bird Control Equipment's (04 Pack System) As Per Attached Specifications]	Make To Be Provided By Bidder	Warra nty Provid ed By Bidder (Month s)	Unit	Qt y (B)	Rate (Rs.)/ Unit (A)	Amount Rs. (C=A*B)	Gst % (D)	Gst Amount In Rs. (E=C*D/100)	Amount Including Gst In Rs. (F= C+E)
1	2	3	4	5	6	7	8	9	10	11
A	STATION's ROOF (150x20m)									
1	Flock Reflector (Fixed at 15.25m interval on roof sheet area in 02 rows (Area 150x20m)			Each	06					
2	Super BirdXPeller Pro/Equivalent (Fixed near roof area for emitting predator birds sounds through Speakers for scarring of the birds)			Each	01					
B	INSIDE STATIONS's ROOF (150x20m)									
3	Optical Bird Gel (Fixed on roof portal members at ceiling to avoid the birds from sittings and making nests.) Each Box contains 15 small dishes containing gel.			Box (15 Dishes)	20					
4	Hawk Bird Scan Laser/Equivalent (Laser emitting device installed with automatic revolving system upto 350 degree)			Each	02					
C 5	Installation charges and cleaning of cable trays and complete roof ceiling members before installation of equipments. (150x20m)			01 Service	01					

Signature of Authorized Signatory

Gross Amount(Rs.)

Gross Amount in words:-

Note:

- (a) Rate quoted must be for elevated metro station including transportation, packing and all taxes excluding GST. These charges are inclusive of all taxes, duties, transportation and handling other than GST which have already taken into account in BOQ. However, payment shall be made as per GST rates applicable at the time of supply.
- (b) Minimum warranty period is required 24 months (from the date of supply) from the date of supply.
- (c) In case of manufacturing defect, supply items shall be replaced with new item during warranty period.
- (d) Evaluation will be done on lowest bidder on total cost and not in individual items.
- (e) The bidder has to also submit Testing Certificate and documents related warranty/warranty cards for each item type with supply as per requirement.

Signature of firm's representative

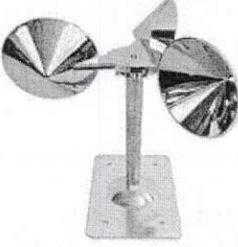
(With seal of firm)



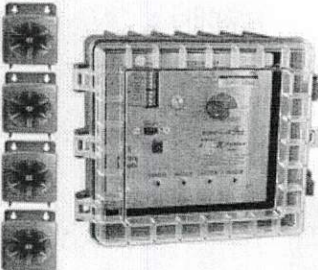
(2) Specification of products and equipment's:-

The bidder has to deliver the following material as per quantity mentioned in BOQ (financial Bid) and as per technical specifications mentioned below: -

(a) Flock Reflector

 <p>Flock Reflector - Bird Deterrent</p>	Arms: 3 (plastic, chrome dipped)	Birds - Pigeons - Doves - Grackles - Parrots	Sweeps continuously
	Base: Aluminum		360° in wind reflecting sunlight
	Includes 2 Reflective Predator Eyes		Easy mount & Gluing
	Weight: 800 grams		Simple Installation
	Rotation: 360° rotation		Creates frightening environment for birds
	Power: Wind Powered - Green Product		Permanently attachable to surfaces
	Can be mounted @ 45 degrees also		Weatherproof & sturdy
	Dimensions: 290 mm (H), 250 mm (W)		
	Base Dimensions: 180 mm x 130 mm		
	Tested upto 80 miles per hour winds		

(b) Super BirdXPeller Pro or Equivalent

 <p>Super BirdXPeller Pro</p>	Dimensions: 228 x 228 x 134 mm	Birds - Pigeons - Starlings - Sparrows - Gulls	Programmable – select sounds, volume, interval, day/night operation
	Weight : 6000 g (shipping weight)		Weatherproof – Rated casing is designed to withstand outdoor use
	Power supply: 220vAC or 12vDC (220vAC adaptor included; battery not included)		high-quality digital playback
	Protection coverage: up to 6 acre		Sonic – emits audible sounds
	Sound Pressure: 105–110 db at 1 meter		made in the USA
	Frequency: 3–5 kHz		4 speaker system
	EPA Est. 075310-OR-001		

(c) Optical Bird Gel

Non-toxic and bird repellent gel supplied in dishes. The gel does not harm birds and makes surfaces uncomfortable for birds.

(d) Hawk Bird Scan Laser/Equivalent

Part 1.About the Laser projector.

- Laser power is 1watt green,beam diameter is 15~20mm at aperture.
- The projector is with low divergence that it can project the beam to far distance.
- For 1 watt green,max can reach to 500 meters or even further.
- The laser projector is ON for 60 seconds,then OFF for 10 seconds.
- IP65 housing that it is suitable for outdoor installation.
- Pure green diode that can work in the environment of temperature from -25°C to +40°C.
- Laser projector dimension: 240*125*95mm(L*W*H)

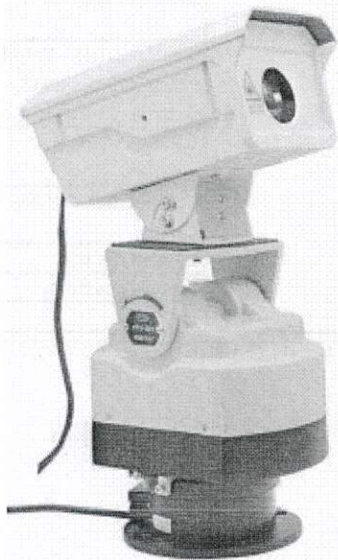
[Signature]

Part 2 .About the Intelligent scanner base.

- The scanning angle in horizon is 0~350°,vertical is -30° to +30°.
- The scanning speed is 10°/S in horizon and 3°/S in vertical.
- It allows users to preset point scanning and save into the system.Users can set 2 groups programmable automatic scanning.Each group can include 16 points.You can set left scanning point,right scanning point,up and down scanning point,etc.
- It has data memory function.When the scanner is in automatic scanning mode,if the power OFF then power ON again,the scanner will run automatically,keeping the condition same as the one before power OFF.
- The scanner base is also IP65 that it is suitable for outdoor installation with the laser projector.
- Scanner base dimension: $\Phi 200 \times 255\text{mm(H)}$

Part 3. About the remote control Keyboard.

- Users can use the keyboard to set the programs of the intelligent scanner base.
- Also users can use the keyboard to control the scanning base manually.
- The max communication between the keyboard and the intelligent base is 1.2km.
- The keyboard isn't IP65 housing,can't install outside without protection.



[Handwritten signature]

6 FORM**(1) Form : Form Of Bid**

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

Name of Work: "Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro".

To

General Manager (Civil), Jaipur Metro Rail
Corporation Ltd.
Room No-418, 4th Floor, Admin Building,
Depot of Jaipur Metro, Bhriagu Path,
Mansarovar, Jaipur-302020.

1. Having visited the site and examined the General Conditions of Contract [Given in Bid Document and in latest document available at JMRC's website as "General Conditions of Contract (GCC)" and "Safety Health & Environment (SHE)"] as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum as mentioned in the BOQ for _____ (Amount in figures and words) _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works after issue of the purchase order.
4. If our Bid is accepted, we will furnish at our option a Bank guarantee or electronic bank guarantee (e-BG) for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days (From the last date of submission of bid.) And it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any bid you may receive.

Signature of Authorized Signatory

190

11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 20....

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation



(2) Form: Form Of Agreement**FORM OF AGREEMENT****(ON STAMP PAPER OF RS 500/- of Rajasthan Govt.)**

This Agreement is made on the _____ day of _____ 2023 Between Jaipur Metro Rail Corporation Limited, Administrative Building, Depot of Jaipur Metro, Bhrgu Path, Mansarovar, Jaipur-302020 hereinafter called "the Employer" of the one part and _____ (Name and Address of Bidder) _____ hereinafter called "the Bidder" of the other part.

Whereas the Employer is desirous that (***) certain Goods and Services should be provided and certain Works should be executed, viz "Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro" of JAIPUR METRO RAIL CORPORATION at Jaipur, hereinafter called "the Works" and has accepted a Bid by the Bidder for the execution and completion of such works (***) as well as guarantee of such works) and the remedying of defects therein.

This agreement is signed between Mr. _____ (for and on behalf of the employer) and Mr. - _____ (for and on behalf of the contractor)

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance/Purchase Order.
 - (b) Bill of Quantities.
 - (c) Addendums, if any
 - (d) Bid Document.
 - (e) Form of Bid with Appendix.
 - (f) General Conditions of Contract (Available on JMRC's website)
 - (g) Safety Health and Environment document (SHE) (Available on JMRC's website)
 - (h) Other Conditions agreed to and documented as listed below:
 - (i) Bidder's Work Schedule as amended if required.
 - (ii) Statement of deviations (If applicable)
 - (iii) Any other item as applicable.
3. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works by ** _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs _____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.



OBLIGATION OF THE BIDDER

The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Bidder in respect thereof, which may arise. The staff/labour recruited by the Bidder for "Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro" of JAIPUR METRO RAIL CORPORATION at Jaipur will be the sole responsibility of the Bidder and JMRC will not be involved in it in any way. The staff / labour so recruited by the Bidder will not have any right whatsoever at any stage to claim employment in JMRC.

JURISDICTION OF COURT

The Courts at Jaipur shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Bidder

For and on behalf of the Employer

Signature of the authorized
official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____
on behalf of the Bidder in the
presence of:
Witness _____
Name _____
Address _____

By the said _____
Name _____
on behalf of the Employer in the
presence of:
Witness _____
Name _____
Address _____

Note :

- * To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** to be deleted if not applicable

(3) Form : Format Of Bank guarantee For Performance Security

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for.....
"Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro" Bid No. NIB No-69R/JMRC/O&S/Civil/Works/2022-23 (here in after called "the contract") to M/s _____ (Name of the Contractor) _____ (here in after called "the Contractor").

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

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

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


This Guarantee is valid for a period of _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days longer than the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period(as applicable).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.


Signature of Authorized Signatory

186

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 20__ being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation:

I.D. No.:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address



(4) Form : Bidder's Authorization Certificate {To Be Filled By The BIDDERS}

To,

General Manager (Civil), Jaipur
Metro Rail Corporation Ltd.
Room No-418, 4th Floor, Admin
Building, Depot of Jaipur Metro,
Bhriagu Path, Mansarovar, Jaipur-
302020.

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

_____ dated _____.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



(5) Form : Self-Declaration {To Be Filled By The Bidder}

To,

General Manager (Civil), Jaipur
Metro Rail Corporation Ltd.
Room No-418, 4th Floor, Admin
Building, Depot of Jaipur Metro,
Bhrigu Path, Mansarovar, Jaipur-
302020.

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____

(6) Form : Bank Details For E-Payment**BANK DETAILS FOR E-PAYMENT**

Beneficiary name :

Beneficiary Address :

Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	

Bank Details:

Bank Name:	
Branch Name and Address:	
Beneficiary A/C No.	Beneficiary A/C Type (Saving/Current):
Beneficiary A/c Name:	
Nine - Digit branch MICR Code:	
IFSC Code of the branch:	

Note:- Bidders may also enclose self-certified copy of cancelled cheque in name of bidding firm.



(7) Form : Power Of Attorney For Signing The Bid

POWER OF ATTORNEY FOR SIGNING THE BID

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney")to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **NIB No.:** 69R/JMRC/O&S/Civil/Works/2022-23 for qualification and submission of our Bid for the works"Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro", including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done us. IN WITNESS WHEREOF WE ,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF.....,2022-23.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

(8) Form : Indemnity (To Be Filled By Bidder)**INDEMNITY****(To be filled by Bidder)**

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. and JMRC will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

.....

Name of Indemnifier

.....

Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder



180

(9) Form : Indemnity (To Be Filled By Bidder Staff Individually)

INDEMNITY

(To be filled by Bidder staff individually)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. and JMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against JMRC.

.....
Name of Indemnifier

.....
Signature of Indemnifier

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER

(10) Form : Bill Certificate By Contractor

Name of Work: - "Supply & Installation of birds control equipments on steel roof portal over platform level of elevated metro station (New Aatish Market Metro Station) of Jaipur Metro"

NIB No. 69R/JMRC/O&S/Civil/Works/2022-23

Dated: _____

Agreement No.: _____

**ON ACCOUNT OF WORK EXECUTED FOR _____ BILL
CERTIFICATE BY CONTRACTOR**

1. In compliance of latest provision of the Minimum Wages Act, 1948 and rules made there under in respect of any employee engaged by us, I/We declare that laborer engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labor/laborers the corporation is entitled to recover the same from any money due to or occurring to the contractor in consideration payment to such laborer.
2. Certified that all valid insurance policies as per GCC Clause are available.
3. Certified that EPF, Payment of Wages Act, 1948, Workman Compensation Act-1923, contract Labor Act-1938 and Factories Act-1948 have been given compliance.
4. Certified that we accept the measurement recorded at site as per Measurement Sheets _MB No-_____ at Page No-_____ enclosed are correct and final under the work order and shall have no claim whatsoever later against the work done so far.

Name of Contractor _____

Full Postal Address: _____

Date: _____

Place: JAIPUR

SIGNATURE & STAMP OF THE CONTRACTOR



7 ANNEXURES:

Note: Annexure A to Annexure D as per instructions of circular no. 3/2013 dated 04-02-2013 finance (govt.) department, govt. Of Rajasthan

(1) Annexure : Compliance with the Code of Integrity and No Conflict of Interest**Annexure-A**

(a) Any person participating in a procurement process shall -

- (i) 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;
- (ii) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (v) 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;
- (vi) Not obstruct any investigation or audit of a procurement process;
- (vii) Disclose conflict of interest, if any; and
- (viii) 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.

(b) Conflict of Interest:-

- (i) 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.
- (ii) A Bidder may be considered to be in Conflict of Interest with one or more parties in abiding process if, including but not limited to:
 - (I) Have controlling partners/ shareholders in common; or
 - (II) Receive or have received any direct or indirect subsidy from any of them; or
 - (III) Have the same legal representative for purposes of the Bid; or
 - (IV) 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
 - (V) 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

(VI) 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

(VII) 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.



176

(2) Annexure : Declaration by the Bidder regarding Qualifications**Annexure-B**Declaration by the Bidder

In relation to my/our Bid submitted to for procurement
 of..... in response to their
 Notice Inviting Bids No Dated
 (1) Annexure : B Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement
 of.....
 in response to their
 Notice Inviting Bids No
 Dated

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

(3) Annexure : Grievance Redressal during Procurement Process**Annexure-C**

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

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

(a) Filing an appeal

- (i)** 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:
- (ii)** 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:
- (iii)** 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.

(b) The officer to whom an appeal is filed under Para (a) 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.

(c) If the officer designated under para (a) fails to dispose of the appeal filed within the period specified in para (b), 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 (b) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(d) Appeal not to be in certain cases

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

- (i)** determination of need of procurement;
- (ii)** provisions limiting participation of Bidders in the Bid process;
- (iii)** the decision of whether or not to enter into negotiations;
- (iv)** cancellation of a procurement process;
- (v)** Applicability of the provisions of confidentiality.



(e) Form of Appeal

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

(f) Fee for filing appeal

- (i) 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.
- (ii) 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.

(g) Procedure for disposal of appeal

- (i) 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.
- (ii) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (A) Hear all the parties to appeal present before him; and
 - (B) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (iii) 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.
- (iv) The order passed under sub-clause (iii) above shall also be placed on the State Public Procurement Portal.



(4) Annexure : Additional Conditions of Contract**Annexure-D****1. Correction of arithmetical errors (Rule-64 of RTPPR-2013)**

Provided that the Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the option of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subjected to (i) and (ii) above

If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities (Rule-73 of RTPPR-2013)

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures 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 except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost uncured shall be recovered from the Supplier.

(5) Annexure: Form of appeal**FORM No. 1****[See rule 83]****Memorandum of Appeal under the****Rajasthan Transparency in Public Procurement Act, 2012**

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



(6) Annexure: BLACK LIST CERTIFICATE**BLACK LIST CERTIFICATE**

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

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



(7) Annexure : Certificate Of Conformity/No Deviation {to be filled by the Bidder}

To,

General Manager (Civil), Jaipur
Metro Rail Corporation Ltd.
Room No-418, 4th Floor, Admin
Building, Depot of Jaipur Metro,
Bhrigu Path, Mansarovar, Jaipur-
302020.

CERTIFICATE

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

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



(8) Annexure : FILTER CRITERIA OF APPLICANT**(INITIAL FILTER CRITERIA OF APPLICANT)**

[On company's letter head (each member in case of consortium)]

Name of the Applicant: _____

S/N	Criteria	Yes	No
1.	Has the Applicant abandoned any work in the last 03 years?		
2.	Has the Bidder contract with any organization ever been terminated due to poor performance?		
3.	Has the Bidder Security Deposit for any contract ever been forfeited by any Govt./ Semi Govt./ PSU/ MRTS/ Corporate houses?		
4.	Has the Applicant been involved in frequent litigations in the last three years?		
5.	Has the Applicant suffered bankruptcy / insolvency in the last three years?		
6.	Has the Applicant been blacklisted by any organization?		
7.	Has any misleading information been given in the application?		
8.	Is the Applicant financially not sound to perform the work?		
9.	Is the Applicant's Net Worth negative?		
10.*	Has the applicant failed to certify that no agent / middleman has been or will be engaged or that any agency or commission has been or will be paid?		
11.*	Do the documents submitted by the applicant reveal that agency commission has been or will be paid?		

Note: -

"Yes" answer to any of the questions from 1 to 11 will disqualify the Applicant.

*A blank Pro-forma of the Certificate is there at Annexure No.- (8). The same should be completed and submitted along with the bid submission.

Dated _____

Signature of the Bidder
Or his Authorized signatory
with seal of the Firm

(9) Annexure : CASE OF CONSORTIUM

[ON COMPANY'S LETTER HEAD (EACH MEMBER IN CASE OF CONSORTIUM)]

I, Mr./Ms. _____ (Authorized Signatory)* on behalf of _____ (Company's Name) having its registered office at _____, hereby confirm and declare that no agent, middleman or any intermediary has been, or will be engaged by me to provide any services, or any other item or work related to the award and performance of this contract. I further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid by me and that the bid price will not include any such amount.

(Signature) _____

Name of signatory _____

Capacity of signatory _____

* Should be supported by authorized Power of Attorney in favour of authorized signatory along with their copy of Board Resolution.



(10) Annexure : CERTIFICATE/UNDERTAKING.**CERTIFICATE/UNDERTAKING**

(As per RTPP Act-2012; Section-07 (2) ((a) to (e))

(On Bidder's/Firm's Letter Head)

1. We certify that our organization:-
 - (a) possess the necessary professional, technical, financial and managerial resources and competence required as per the bidding documents, pre-qualification documents or bidder registration documents, as the case may be, issued by the procuring entity;
 - (b) have fulfilled his obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority as may be specified in the bidding documents, pre-qualification documents or bidder registration documents;
 - (c) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
 - (d) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
 - (e) Not have a conflict of interest as may be prescribed and specified in the pre-qualification documents, bidder registration documents or bidding documents, which materially affects fair competition.
2. We undertake that we shall open our office in Jaipur before issue of LOA/NTP.

Date

Signature

Place

Name

Designation

Seal of Authorized Signatory

Signature of Authorized Signatory with Seal



