

Bid Price Rs.1180.00/-

**BID DOCUMENT**

Supply of MS Shim of 5mm thickness (type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/depot of JMRC, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer.

**OPEN E-BID SINGLE STAGE SINGLE ENVELOPE
BID DOCUMENT**

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

Admin Building, Mansarovar metro train depot,

Bhriku path, Mansarovar Jaipur – 302020

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

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

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1 NOTICE INVITING BIDS

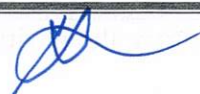
1.1 Jaipur Metro Rail Corporation invites online bids from interested and eligible agencies for "Supply of MS Shim of 5mm thickness(type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline and depot line of JMRCL, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer". This bid is invited under RTPP Act-2012 and Rules-2013.

The complete Bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested Bidders will have to submit their offer in electronic formats both for technical and financial Bid on this website with their digital signatures. The complete Bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal www.sppp.rajasthan.gov.in.

Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, **Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal.** Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.

1.2 Key Details

(a)	Name & Address of the Procuring Entry	Name: - General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 418,4 th floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020 Tel:+91-9575594354,+91-7728895364 Email:-jmrcciviloffice215@gmail.com
(b)	Subject Matter of Procurement. (Name of Work)	"Supply of MS Shim of 5mm thickness (type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/ depot line of JMRCL, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer."
(c)	Time Period	60 Days from the date of issue of LOA/P.O.
(d)	Guarantee Period	Minimum Guarantee period is required for 12 months from the date of delivery or 6 months from the date of its placing in service whichever is earlier, except in respect of defects notified to the contractor prior to the expiry of such date.
(e)	Bid Procedure	Single stage Single envelope Method (Technical Bid & Financial Bid), Online Open Bid Procedure.
(f)	Bid Evaluation Criteria	Technically Qualified and Lowest Rated Bidder (L-01)
(g)	Website for downloading Bidding Document, Corrigendum's, Addendums, etc.	Website:- https://eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in transport.rajasthan.gov.in/jmrc
(h)	Cost of Bid Form (Non-Refundable)	For participating in the bid, the bidder has to pay cost of bid form as below:- (a) Cost of Bid Form:- Rs. 1000+ GST@18%= Rs 1180/- Rupees. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited).
(i)	Estimated procurement cost	INR 8,80,870.00/- (Inclusive of all taxes, other charges)



(j)	Bid Security Deposit (EMD)	Amount (INR): 02% (Rs. 17,617.00) of Estimated Procurement Cost.(DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited or as per RTPPR-2013)
(k)	E-Bid Processing Fee (Non Refundable)	Rs.590/- (Including GST @ 18%) (Rs. Five Hundred Ninety only) by Demand Draft / Bankers Cheque, payable in favour of MD, RISL Jaipur
(l)	Date & Venue of Physical Submission of Cost of Bid Form, E-Bid Processing Fees & Bid Security etc.	O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:- Room No. 208, 2 nd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020 Tel:+91-7728895364. From: Date:- <u>08/05/23</u> Time-11:00 Hrs to Date:- <u>16/05/23</u> Time-15:30 Hrs
(m)	Publishing Date on E-proc website, SPPP Portal and JMRC Website.	Date:- <u>08/05/2023</u> Time-11:00 Hrs
(n)	Document Sale/ Download/ Cost of Bid Form deposition period.	From: Date:- <u>08/05/23</u> Time-11:00 Hrs to Date:- <u>15/05/23</u> Time-17:00 Hrs
(o)	Online Bid Submission Period on E-Proc Website.	From: Date:- <u>08/05/23</u> Time-11:00 Hrs to Date:- <u>15/05/23</u> Time-17:00 Hrs
(p)	Online Bid Opening Date and Time	Date:- <u>16/05/23</u> Time-16:00 Hrs Venue: - O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:- Room No. 208, 2 nd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020
(q)	Bid Validity	90 days from the bid submission dead line.
(r)	Bidders Eligibility:-	Documents required to be submitted:-
	(i) Cost of Bid Form & Bid Security Deposit.	(i) As per Clause 1.2 (h), Clause 1.2 (j) and Clause 1.2 (k) in original to JMRC before the due date and time for the bid submission as per Clause 1.2 (l) & (o) of NIB of Bid Document.
	(ii) Similar Work:- The bidder firm should have experience of "Supply of MS Shim of 5mm thickness(type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/depot of JMRC, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer" in Zonal Railway or in any Metro Railway organisation and should have well established capacity to execute the required work as per Clause 1.2 (b) of NIB of Bid Document. AND The bidder firm should have satisfactorily completed One similar works of at least 80% of estimated cost of similar work i.e Rs 7,04,696.00/- OR Two similar works of atleast 50% of estimated cost of each costing Rs 4,40,435.00/- OR Three similar works of atleast 40% of estimated cost each costing Rs.3,52,348.00/- .Work completion certificates are to be submitted accordingly.	(ii) 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.

	<p>(iii) The bidder firm maybe:- -Company registered under “Companies Act-1956/2013”; OR - Registered Sole proprietor; OR - Registered Partnership/Joint Venture Firm.</p> <p>(iv) The bidder should have “Average Annual Turn Over” of Rs 3.53 Lakhs in last 03 Financial Years 2019-20 to 2021-22. If the statement for Year 2021-22 is not available then statement for the duration of Financial Year 2018-19 to 2020-21 may be submitted.</p> <p>(v) Mandatory Registrations of the bidder such as “Goods & Service Tax (GST)” and Income Tax Registration.</p>	<p>(iii) Self attested copy of registration document as proof of registered firm under Companies Act-1956/2013.</p> <p>(iv) Self Certified certificate issued by Chartered Accountant (CA) for the “Annual Average Turn Over” of Bidder. OR Self certified Income Tax Return Documents (ITRs).</p> <p>(v) Self Certified Copy of:- -GST Registration mentioning GST number in name of Bidding Firm. -Copy of PAN Card.</p>
(s)	<p><u>ONLINE SUBMISSION OF BIDS:-</u> 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 stage single envelope method:-</u></p> <p>(i) Technical Bid:- Technical Bid with all necessary documents in .pdf format (Self Certified/Signed by authorized Signatory of Firm) as per Clause 1.2 (r) of NIB, Scanned Copy of financial instruments such as <u>Cost of Bid Form, E-Bid Processing Fee and Bid Security</u> as per Clause 1.2 (h, j, k & l) of NIB, complete bid document (Except Clause 7.1 BoQ) and;</p> <p>(ii) Financial Bid:- Financial Bid in electronic format. (.xls Format), Online through E-Proc Portal for Rajasthan Government to procuring entity of JMRC as per Clause 1.2 of NIB of Bid Document on or before the last date of bid submission.</p> <p>Note:-</p> <p>(i) <u>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 Clause 1.2 (l) of NIB.</u></p> <p>(ii) <u>The bidders have to take utmost care that the Technical & Financial Bid is to be submitted in a single sealed envelope only. 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 this matter shall be entertained by JMRC.</u></p>	
(t)	<p><u>POINTS TO BE NOTED:</u></p> <p>(i) Bidder (authorized signatory) shall submit their Bid (Technical Bid and Financial Bid) online on E-Proc website i.e https://www.eproc.rajasthan.gov.in both for technical and financial proposals.</p> <p>(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.</p> <p>(iii) JMRC will not be responsible for delay in Bid submission due to any reason.</p> <p>(iv) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</p> <p>(v) Conditional Bid shall be summarily rejected by JMRC.</p> <p>(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.</p> <p>(vii) All Bidders are hereby cautioned that Bids containing any material deviation or reservation as</p>	

described in Form-E 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 in rates 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 RTPP 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 RTPP 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. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC

General Manager, (Civil)
Jaipur Metro Rail Corporation Limited, Jaipur



2 INSTRUCTION TO BIDDERS

2.1 Sale of Bid Documents

- 2.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete Bid document can be downloaded for online submission from the web-site <https://www.eproc.rajasthan.gov.in>.
- 2.1.2 The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of GM (Civil), Room No- 418, 4th Floor, Admin Building, Mansarovar Metro Train Depot, Bhriku path, Mansarovar, Jaipur-302020. 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.
- 2.1.3 **Cost of Bid Document (BID fee) is Rs. 1,180 (includes 18 %GST) which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Bid fee is non-refundable.**
- 2.1.4 **In addition, E-BID processing fee of Rs. 590/- 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.**
- 2.1.5 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.
- 2.1.6 Any Bid not accompanied by valid Earnest Money Deposit, the cost towards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.
- 2.1.7 Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.
- 2.1.8 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- 2.1.9 No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- 2.1.10 The JMRC reserves the right to verify all statements, information and documents 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.
- 2.1.11 Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

2.2 Bid Security/EMD

- 2.2.1 The BID Security should be submitted in the prescribed format as given in Clause-1.2 (j) of NIB of Bid document. The complete bid document can be downloaded from the website <http://transport.rajasthan.gov.in/jmrc>, <https://www.eproc.rajasthan.gov.in> or www.sppp.rajasthan.gov.in.
- 2.2.2 EMD/ Bid Security can be deposited in the form of Demand Draft/ Bankers Cheque of Rs 17,617.00/- drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- 2.2.3 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.

- 2.2.4 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 2.2.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - when the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.2.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.2.7 No interest shall be payable on the Bid Security (EMD).
- 2.2.8 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.
- 2.2.9 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
- the expiry of validity of Bid Security;
 - Issue of LOA for procurement and performance security is furnished by the successful Bidder;
 - the cancellation of the procurement process; or
 - The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.3 Changes in the Bidding Document

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

2.4 Period of Validity of Bids

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

2.5 Format and Signing of Bids

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

All applicable Annexure/Performa's shall be duly filled and submitted by the bidders as below:

S. No.	Documents Type	Document
1.	Bidding document Fee (Bid Fee)	Proof of submission
2.	Form of Bid	As per Form A
3.	Performance Security	Refer Form B
4.	Bidder's Authorization Certificate	As per Form C
5.	Self-Declaration	As per Form D
6.	Conformity/No Deviation	As per Form E
7.	Compliance with the Code of Integrity and No Conflict of Interest	As per Form F: Annexure A
8.	Declaration by the Bidder regarding Qualifications	As per Form F: Annexure B
9.	Grievance Redressal during Procurement Process	As per Form F: Annexure C
10.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	Form G
11.	Form of Agreement	Form H
12.	Blacklist Certificate	Form I

2.6 Submission of Bids

- 2.6.1 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.

- 2.6.2 **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-71/JMRC/O&S/Civil/P.way/2022-23, Name of the Work "Supply of MS Shim of 5mm thickness(type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline and depot line of JMRC, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer".

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:

To,
General Manager (Civil),
Room No 208, 2nd Floor, Admin Building,

Metro Train Depot, Bhargu path,
Mansarovar, Jaipur – 302020.

- 2.6.3 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.
- 2.6.4 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.
- 2.6.5 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.
- 2.6.6 JMRC will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 2.6.7 Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. A single-stage single envelope selection procedure shall be adopted. The Bid shall contain:

a) Technical Bid

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.

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

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

b) Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per clause **7.1 (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.

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).

- 2.6.8 The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.
- 2.6.9 The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.7 Cost & Language of Bidding

- 2.7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.7.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidders and the procuring entity, shall be written only in English/ Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.8 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

2.9 Deadline for the submission of Bids

Bids may be submitted online on <https://www.eproc.rajasthan.gov.in> before due date of Submission.

2.10 Late Bids

Late submission of bids shall not be permitted by the website <https://www.eproc.rajasthan.gov.in> 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.

2.11 Receipt and Custody of Bids

- 2.11.1 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)**, Room No- 208, 2nd Floor, Admin Building, Mansarovar Metro Train Depot, Bhriku path, Mansarovar, Jaipur-302020 in a manner as specified in this BID.

2.12 Withdrawal, Substitution, and Modification of Bids

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

2.13 Opening of Bids

- 2.13.1 The online bids submitted on <https://www.eproc.rajasthan.gov.in> shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who choose to be present. The bidders may also see updates of status online of E-Proc portal.
- 2.13.2 The bids shall be opened by the bids opening committee on <https://www.eproc.rajasthan.gov.in> in the presence of the Bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- 2.13.3 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.
- 2.13.4 Envelopes shall be opened one at a time and the following details shall be read out and recorded: -
- a. the name of the Bidder;
 - b. the bid prices (per lot if applicable);
 - c. the Bid Security, if required; and
 - d. Any other details as the committee may consider appropriate.
- 2.13.5 After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.
- 2.13.6 No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, E-Bid processing fee (if any) or user charges and Bid Security.

2.14 Selection Method

- 2.14.1 The selection method is Least Cost Based Selection (LCBS) as detailed below:
- 2.14.2 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.
- 2.14.3 Bidder shall quote price for each job types and job sub-types.
- 2.14.4 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.
- 2.14.5 The purchase Order/LOA shall be given to only One Bidder.

2.15 Clarification of Bids

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

2.16 Evaluation & Tabulation of Bids**2.16.1 Preliminary Examination of Bids**

- 2.16.1.1 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.
- 2.16.1.2 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.
- 2.16.1.3 Further the bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -
- bid is submitted, sealed and signed, as per the requirements listed in the bidding document;
 - bid is valid for the period, specified in the bidding document;
 - bid is unconditional and the Bidder has agreed to give the required performance security and;
 - other conditions, as specified in the bidding document are fulfilled.

2.16.2 Determination of Responsiveness

- 2.16.2.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- 2.16.2.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
- "deviation" is a departure from the requirements specified in the bidding document;
 - "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

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

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

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

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

2.16.3 Non-material Non-conformities in Bids

2.16.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

2.16.3.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, Pan Certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

2.16.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.

2.16.3.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.

2.16.3.5 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

2.16.3.6 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of 'Total Cost in financial bid. A list of L1, L2....will be prepared accordingly.

2.16.3.7 The rates quoted by L1 Bidder shall be accepted as the bid rates.

2.16.3.8 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.

2.16.3.9 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

2.17 Correction of Arithmetic Errors in Financial Bids:

- 2.17.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- 2.17.2 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;
- 2.17.3 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

2.18 Negotiations

- 2.18.1 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.
- 2.18.2 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.
- 2.18.3 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.18.4 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.
- 2.18.5 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 2.18.6 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.18.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.19 Acceptance of the successful Bid and Issuance of Purchase Order

- 2.19.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation

committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

- 2.19.2 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 2.19.3 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 2.19.4 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.

2.20 Procuring entity's right to accept or reject any or all Bids

- 2.20.1 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.

2.21 Right to Vary Quantity "Rule-73 of RTPPR-2013 (Right To Vary Quantity)"

- 2.21.1 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.
- 2.21.2 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.

2.22 Performance Security Deposit

- 2.22.1 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.
- 2.22.2 The amount of performance security shall be **5%** or as per the applicable at the time of submission of bid for the contract amount in case of procurement of goods and services.
- 2.22.3 Performance Security will be discharged after completion of bidder's performance obligations including warranty obligations under the contract.
- 2.22.4 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.
- 2.22.5 Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security. Government of Rajasthan amended the Rajasthan Stamp Act, 1998 vide finance bill 2015 and inserted Article 13-A, which provides the bank guarantee executed by a bank as a surety to secure the due

performance of a contract or due discharge of a liability for this stamp duty is payable @ 0.25% of the amount secured subjected to a maximum of Rs 25000/-.

- c. 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.

2.22.6 Performance security furnished in the form specified in clause 2.22.5 [a.] to [c] 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.

2.22.7 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

- a. When any terms and condition of the contract is breached.
When the Bidder fails to make complete supply satisfactorily.
- b. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

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

2.22.9 No interest shall be payable on the Performance Security Deposit.

2.22.10 Additional Performance security:-

01. In addition to performance security as specified in clause 2.22.1 and 2.22.7 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 Lumsum by the successful bidder before execution of agreement. The additional Performance security shall be deposited through DD, Bankers Cheque, Govt securities or bank Guarantee.

Explanation: - For the purpose of above rule:-

- i. Unbalance bid means any bid below more than 15% of estimated bid value.
- ii. Estimated bid value means value of subject matter of procurement mention in bidding document by procuring entity.
- iii. Unbalanced bid amount means positive difference of 85% of estimated bid value minus bid amount quoted by the bidder.

02. 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.

2.23 Signing of Agreement

2.23.1 The contractor shall prepare the agreement on non-judicial stamp as per Rajasthan Stamp Act, in the Performa (Form H) included in this documents, 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.

- 2.23.2 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:-
- Performance security as per clause 2.22 of ITB
 - Power of Attorney if required
 - Detailed Consortium or Joint Venture Agreement (Duly signed and executed) incorporating:
 - Percentage participation of each member/partner
 - Joint and several liability of the partners.

3 General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3.1.2 Scope of Supply

Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the purchase order.

3.1.3 Delivery

- 3.1.3.1 Subject to the conditions of the contract, the goods should be delivered within 60 days from the Date of P.O or earlier.
- 3.1.3.2 If national holiday is being declared on bid due date then bid will be opened on next suitable working day.
- 3.1.3.3 The above material shall be delivered at Store under Custody of Civil O&S, Room No. S06, Ground floor, DCOS building, Mansarovar Metro train Depot, Bhriku path, Mansarovar, Jaipur-302020.
- 3.1.3.4 The Contractor shall arrange supplies within the stipulated time period.
- 3.1.3.5 Bidders shall be asked to supply the items as per specification within the specified delivery/completion period at designated places within Jaipur and across the State of Rajasthan and the details of supply/ shipping and exact locations where the items need to be supplied shall be specified in the purchase order and/ or contract.
- 3.1.3.6 The Supplier/ Selected Bidder shall arrange to supply the ordered materials as per specifications in bid document.

3.1.4 Recoveries from Supplier/ Contractor

- 3.1.4.1 Recovery of liquidated damages for short supply, defects in, rejected items shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- 3.1.4.2 The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected items and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and Bid Security available with the department.



- 3.1.4.3 The balance, if any, shall be demanded from the Supplier/ Contractor and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

3.1.5 Specifications and Standards

3.1.5.1 Technical Specifications and Drawings

- a. The Supplier/ Contractor shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
- b. The Supplier/ Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. The goods and related services supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- 3.1.5.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

3.1.6 Testing/Inspection

- 3.1.6.1 The Inspection of MS Shim, ERC and HTS bolt shall be done by consignee.

- 3.1.6.2 Material testing certificate for ERC shall be submitted by the supplier at the time of delivery. Manufacturer of ERC should be RDSO approved firm.

- 3.1.6.3 Material testing certificate for foundation Bolts (HTS 8.8) shall be submitted by the supplier at the time of delivery, further lab testing (as relevant IS code) of supplied bolts shall be carried out by NABL accredited lab and the cost of testing shall be borne by supplier. Material shall be accepted after receiving satisfactory test reports as per IS code.

3.1.7 Rejection

- 3.1.7.1 Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Contractor at his own cost within the time fixed by the Purchase Officer.

- 3.1.7.2 If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Contractor of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

- 3.1.7.3 The rejected articles shall be removed by the supplier/ Bidder/ Contractor within 15 Days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.



3.1.8 Liquidated Damages (LD)

- 3.1.8.1 In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of store with the Bidder as per contract which he failed to supply/ install/ complete:-
- 3.1.8.2 Delay up to one fourth period of the prescribed delivery period: 2.5%
- 3.1.8.3 Delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- 3.1.8.4 Delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- 3.1.8.5 Delay exceeding three fourth of the prescribed period: 10%
- 3.1.8.6 Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 3.1.8.7 The maximum amount of liquidated damages shall be 10% of the contract value.
- 3.1.8.8 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 3.1.8.9 Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.

3.1.9 Termination**3.1.9.1 Termination for Default**

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

a. If the supplier/ Contractor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC;

or

b. If the supplier/ Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof;

or

c. If the supplier/ Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/ Contractor commits breach of any condition of the contract.

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

3.1.9.3 Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained. SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT**4.1 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.

4.2 Payment Terms and Schedule

4.2.1 Advance Payment will not be made.

- 4.2.2 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.
- 4.2.3 In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- 4.2.4 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.
- 4.2.5 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
1	Receipt of items Ordered in JMRC Stores, acceptance and commissioning of machine after inspection	100% payment after satisfactory delivery of required items and on submission of satisfactory test reports.	1. Original Invoice (in triplicate copy). 2. Post Delivery Inspection Report/ taken over certificate. 3. RDSO approval of manufacturing firm. 4. Test reports.

- 4.2.6 Due payment shall be made promptly by the purchaser, generally within 45 days after submission of an invoice or request of payment by the supplier/contractor.
- 4.2.7 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 4.2.8 All remittance charges will be borne by the supplier/ Contractor.
- 4.2.9 In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 4.2.10 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.

4.3 Guarantee

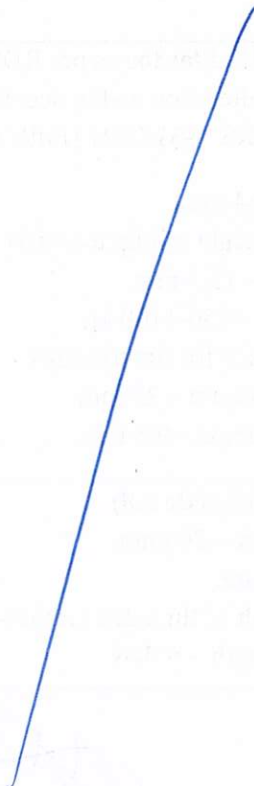
- 4.3.3 The Contractor guarantees that the material which he supplies shall be manufactured full in accordance with specifications. In all cases, the Contractor guarantees that its design shall strictly follow the "as made" detailed drawing with such modifications as are notified in respect of each type.
- 4.3.4 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.

- 4.3.5 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. The guarantee herein contained shall expire in respect of each item of stores on the expiry of 12 months from the date of its delivery or 6 months from the date of placing in service whichever is earlier, except in respect of defects notified to the contractor prior to the expiry of such date.
- 4.3.6 All replacements that the Purchaser shall call upon the contractor to deliver, this guarantee shall be delivered by the contractor promptly and satisfactorily.
- 4.3.7 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.
- 4.3.8 The decision of the Purchaser in regard to contractor's liability under this guarantee shall be final and conclusive.

4.4 Other Special Terms

- 4.4.3 In case the Bidder fails to supply the final deliverables within stated timelines, the LD as per clause "liquidated damage" would be applicable.
- 4.4.4 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 LD as per clause "liquidated damage" would be applicable.
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5 TECHNICAL BID FORMATS AND DETAILS:**5.1 TECHNICAL SPECIFICATIONS AND STANDARDS**

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

S.N	Description of item/Technical specifications (NBSR Item)	Min. Guarantee
1	<p>Supply of MS Shim of 5mm thickness(type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline and depot line of JMRC as below:-</p> <p>Type A Size: 140mm x85mm with cut of 60mmx30mm Space top – 40mm Space Bottom – 15mm Space left – 40mm Space right – 40mm</p> <p>Type B Size: 180mm x85mm with cut of 100mmx30mm Space top – 40mm Space Bottom – 15mm Space left – 40mm Space right – 40mm</p>	12 Months
2	<p>Elastic Rail Clip MK-III Flat toe as per RDSO drg No. T-3701 with latest alteration and in accordance with IRS specification IRS T-31-2021 (Fifth revision)</p> <p>i) Diameter – 20.64 mm. ii) Approximate weight of clip toe- 0.91 Kg. iii) Toe deflection – 13.5 mm. iv) Toe load range – 850-1100 kg. v) Contact of surface for flat toe clips - Major axis minimum – 28 mm, Minor axis minimum- 9.5 mm.</p>	12 Months
3	<p>Foundation Bolt HTS (Grade 8.8)</p> <p>i) Minimum length – 260mm. ii) Diameter – 22mm. iii) Minimum length of threaded portion- 90mm iv) Minimum Strength – 65KN</p>	12 Months



6 BID FORMS:**6.1 Form A: 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 of MS Shim of 5mm thickness (type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/depot of JMRC, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer.

To
General Manager (Civil),
Jaipur Metro Rail Corporation Limited,
Room No.-418, 4th Floor, Wing C of Admin Building,
Mansarovar metro train depot,
Bhripath, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda.
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 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 date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
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.
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..... 2023

Signature

Name..... in the capacity of

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

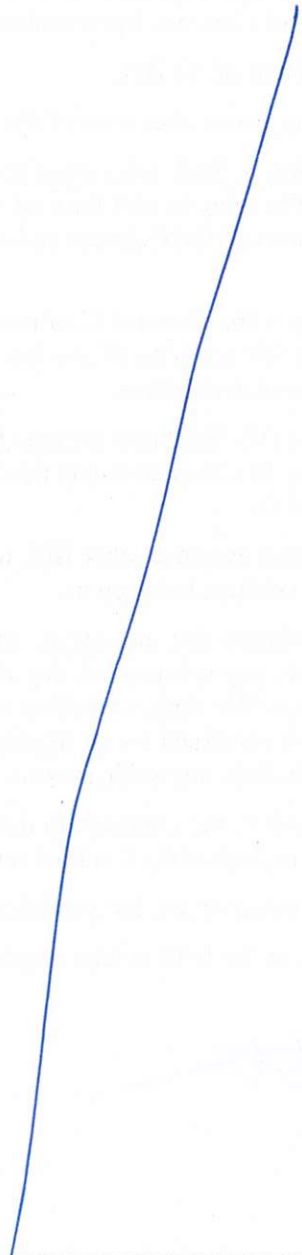
Address

Witness – Signature

Name

Address

Occupation



6.2 Form: B 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 of MS Shim of 5mm thickness (type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/depot of JMRC, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer." Bid No. NIB No-71/JMRC/O&S/Civil/P.way/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.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2023 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

6.3 Form C: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

General Manager (Civil),
Jaipur Metro Rail Corporation Limited,
Room No.-418, 4th Floor, wing-C of Admin Building
Mansarovar metro train depot,
Bhrigu 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:



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

To,

General Manager (Civil),
Jaipur Metro Rail Corporation Limited,
Room No.-418, 4th Floor, wing-C of Admin Building
Mansarovar metro train depot,
Bhriagu 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: _____



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

To,

General Manager (Civil),
Jaipur Metro Rail Corporation Limited,
Room no.-418, 4th Floor, wing-C of Admin Building
Mansarovar metro train depot,
Bhriku 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: _____



6.6 Form- F, Annexure A Compliance with the Code of Integrity and No Conflict of Interest

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

6.7 Form:-F, Annexure:-B Declaration by the Bidder regarding QualificationsDeclaration 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:



6.8 Form:-F, Annexure:-C Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is **CMD (Chairman and Managing director), JMRC, JAIPUR.**

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under Para (I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

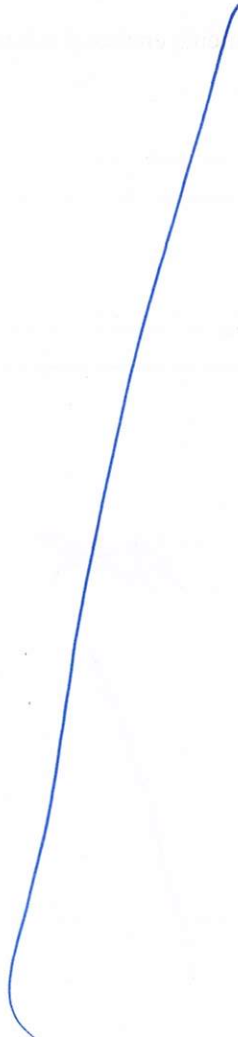
Signature of Authorized Signatory along with seal

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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



6.9 Form : G [See rule 83]

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




6.10 FORM OF AGREEMENT (FORM-H)**FORM OF AGREEMENT
(ON STAMP PAPER OF RS 500/- of Rajasthan Govt.)**

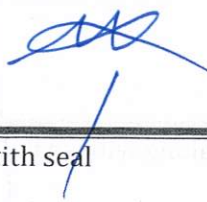
This Agreement is made on the _____ day of _____ 2023 Between Jaipur Metro Rail Corporation Limited, Administrative Building, Depot of Jaipur Metro, Bhriku Path, Mansarovar, Jaipur-302020 hereinafter called "the Employer" of the one part and _____ (Name and Address of Bidder) _____ hereinafter called "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 of MS Shim of 5mm thickness (type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/depot of JMRC, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer" 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.
5. 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 of MS Shim of 5mm thickness (type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/depot of JMRC, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer" 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.

6. 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



6.11 FORM:- I, 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 BILL OF QUANTITIES

7.1 FINANCIAL BID FORM

Bidder Name:

Validate		Print		Help		Item Rate BoQ	
Tender Inviting Authority: General Manager (Civil)							
Name of Work: Supply of MS Shim of 5mm thickness (type A&B) with Galvanization for adjustment of gap between check rail & main rail at P&C and curves of mainline/ depot line of JMRCCL, Elastic Rail Clip as per RDSO drg No. T-3701 with IRS specification IRS T-31-2021 & Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including flat washer.							
NIB No- 71/JMRC/O&S/Civil/P.way/2022-23							
Name of the Bidder/ Bidding Firm / Company							
<p align="center">PRICE SCHEDULE</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p align="center">Bidder should provide its rates inclusive of all taxes and other charges to JMRC.</p>							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE Including taxes In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words	
1	2	4	5	13	63	65	
1	Shim 5mm Thick with Galvanization, Type A Size: 140mm x 85mm with cut of 60mm x 30mm Space top - 40mm Space Bottom - 15mm Space left - 40mm Space right - 40mm	500.000	Nos		0.00	INR Zero Only	
2	Shim 5mm Thick with Galvanization, Type B Size: 160mm x 85mm with cut of 100mm x 30mm Space top - 40mm Space Bottom - 15mm Space left - 40mm Space right - 40mm	500.000	Nos		0.00	INR Zero Only	
3	Elastic Rail Clip as per RDSO drg No. T-3701 with latest alteration and in accordance with IRS specification IRS T-31-2021 (Fifth revision)	3000.000	Nos		0.00	INR Zero Only	
4	Foundation Bolt HTS (Grade 8.8) 22mm x 260mm with hex nut M22mm x 2.5mm including Flat washer.	500.000	Nos		0.00	INR Zero Only	
Total in Figures					0.00	INR Zero Only	
Quoted Rate in Words				INR Zero Only			

Note:

1. Rate quoted must be for installation at site of Jaipur Metro Mainline Track (Mansarovar to Chandpole) and Supply at Mansarovar Depot including transportation, packing and all taxes including GST. These charges are inclusive of all taxes, duties, transportation and handling which have already taken into account in BOQ.
2. Minimum Guarantee period is required for 12 months from the date of delivery or 6 months from the date of its placing in service whichever is earlier, except in respect of defects notified to the contractor prior to the expiry of such date.
3. In case of manufacturing defect, supply items shall be replaced with new item during warranty period.
4. Evaluation will be done on lowest bidder on total cost and not in individual items.

Signature of firm's representative

(With seal of firm)

8 CHECK LIST

Sr. No.	Proposal will contain the following documents :	Whether enclosed	To be submitted online through E-proc. website at time of Technical Bid (scanned copy in pdf format)	To be submitted in original in sealed envelope as physical instrument at time of Technical Bid	To be submitted online through E-proc. website at time of Financial Bid (scanned copy in xls format)
1.	All pages of this BID along with all Annexures/Forms duly signed by the Authorized Signatory of the Bidder firm separately along with supporting documents to satisfy Eligibility criteria as mentioned in NIB (as asked in BID)	Yes/No	✓	X	X
2.	Form A : Form of Bid	Yes/No	✓	X	X
3.	Form B: Format of Bank Guarantee for Performance Security	Yes/No	✓	X	X
4.	Form C: Bidders Authorization Certificate.	Yes/No	✓	X	X
5.	Form D : Self-Declaration	Yes/No	✓	X	X
6.	Form E : Certificate of Conformity/No Deviation	Yes/No	✓	X	X
7.	Form F: Annexure A Compliance with the Code of Integrity and No Conflict of Interest	Yes/No	✓	X	X
8.	Form-F: Annexure-B Declaration by the Bidder regarding Qualifications	Yes/No	✓	X	X
9.	Form-F, Annexure-C Grievance Redressal during Procurement Process	Yes/No	✓	X	X
10.	Form G: [See rule S3]	Yes/No	✓	X	X
11.	Form- H, Form of Agreement	Yes/No	✓	X	X
12.	Form: I:Blacklist Certificate	Yes/No	✓	X	X
13.	Cost of Bid document(DD/Banker Cheque)	Yes/No	✓	✓	X
14.	e-Bid Processing fee (DD/Banker Cheque)	Yes/No	✓	✓	X
15.	<u>Bid Security/EMD</u>	Yes/No	✓	✓	X
16.	Financial Bid Form duly filled in and digitally signed	Yes/No	X	X	✓



