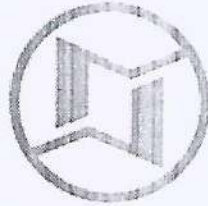


Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

JAIPUR METRO RAIL CORPORATION LTD.

**“Comprehensive Annual Maintenance Contract for 3years for
UPS System installed at 9 metro stations & OCC under
S&T(O&S) of Jaipur Metro Rail Corporation Ltd.”**



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

Admin Building, Mansarovar Metro Train Depot, Bhriugu Path,
Mansarovar, Jaipur (Rajasthan) – 302020.

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



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Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

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VOLUME-1



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Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

SECTION 1

NOTICE INVITING BID (NIB):- JMRC/O&S/S&T/NIB/2023-24/09

1.1 GENERAL

1.1.1 Jaipur Metro Rail Corporation invites Request for proposal through Open tender (Single Stage Two envelope) "Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.", through e-tendering process.

- i. The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website only with their digital signatures. The complete bid document can also be seen on Corporation's website <https://transport.rajasthan.gov.in/jmrc> and state procurement portal i.e., <https://sppp.rajasthan.gov.in/>
- ii. 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 Signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders, who already have a Valid Digital Signature certificate, need not to obtain a new Digital Signature Certificate. This DSC will be used to submit the bid online by the bidder. Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified below. The objective of this meeting is to address the queries of the prospective bidders related to the Work/Bidding document.

1.1.2 The key details of the NIB are as follows:

KEY DETAILS

a.	Name of Work and NIB No.	:	"Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd." JMRC/O&S/S&T/NIB/2023-24/09
b.	Approximate Cost of work (Inclusive GST)	:	Rs. 99,97,421/- (inclusive GST)
c.	Bid Security Amount	:	Rs. 1,99,948/- (2% of Estimated Cost) (By Demand Draft / Bankers Cheque and Bank Guarantee payable in favour of Jaipur Metro Rail Corporation Limited.
d.	Cost of Bid form (non Refundable)	:	Rs. 5,900/- (Rs. 5000 + including 18 %GST) Rs. Two Thousand Three Hundred Sixty Only), (Non-refundable) by Demand draft/Banker Cheque payable in favour of Jaipur Metro Rail Corporation Limited.
e.	E - Tender Processing Fee (Non - Refundable)	:	Rs. 1770/- (Rs. 1500 + 18 %GST) By demand draft/ Banker's cheque payable in favour of 'Managing Director, RISL' payable at Jaipur)



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f.	Performance Security		5 % of the contract amount in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
g.	Online Bid Document availability period	:	From date 19/09/2023 time 18:00 hrs To date 03/10/2023 time 15:00 hrs
h.	Online Bid Document submission period	:	From date 26/09/2023 time 18:00 hrs To date 03/10/2023 time 15:00 hrs
i.	Date & Time of opening of Online Technical Bid	:	Date 03/10/2023 time 15:30 hrs (Access to online technical bid and its download shall be carried out at the Office of ED (S&T)).
j.	Date and Time of opening of online Financial Bid*	:	Will be intimated later to technically qualified bidders through e-mail/phone/website of https://www.eproc.rajasthan.gov.in
k.	Venue and Last Date and Time of physical submission of Cost of Bid Form, Bid Security, Processing Fee and notarized Form-F on non-judicial stamp paper of Rs. 100.	:	ED (S&T), JMRC, 3 rd Floor, Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur-302020. Date 03/10/2023 up to 15:00 hrs
l.	Date and Time of Pre Bid meeting		11:00 Hrs. dated 22/09/2023
	Date and time of uploading of pre bid meeting clarifications		18:00 Hrs. dated 26/09/2023
m.	Validity of Bid	:	90 days from the last date of submission of Bid.
n.	Completion period	:	Subject to the conditions of the contract, the work shall be executed 36 month from the Date of Work Order.
o.	Minimum Eligibility Criteria:	:	As per clause-1.3
p.	Authority and place for Pre-Bid Meeting, seeking clarifications etc.		11:00 Hrs. dated 22/09/2023 Venue:- Jaipur Metro Rail Corporation Ltd. Chintan Room, 2nd Floor, Admin Building, Mansarovar Depot, Bhargu path, Mansarovar, Jaipur-302020

1.2 POINTS TO BE NOTED

1.2.1 The Bid papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

- **Volume - 1**
 - Notice Inviting Bid (NIB)
 - Instructions to Bidders (ITB)
- **Volume - 2**
 - Specifications



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Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

- General Conditions of Contract(GCC)/JMRC
- **Volume - 3**
- Bill of Quantities.

Note:-

Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC.

The Bidders may obtain or clarify further information in respect of these Bid documents from the office of **Executive Director (S&T), Jaipur Metro Rail Corporation Ltd, 3rd Floor, Admin Building, Metro Depot, Bhriugu path, Mansarovar, Jaipur-302020., Email: edst@jaipurmetrorail.in**

All Bidders are hereby cautioned that Bids containing any material deviation or reservation and / or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected.

Jaipur Metro Rail Corporation reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the Jaipur Metro Rail Corporation for rejection of his proposal.

1.3

Minimum Eligibility criteria :- The bidder should meet all the eligibility criteria as mentioned below :-

- (a) **Initial Requirements:-**The bidder should have not been debarred either by procuring entity or State Govt. in pursuance to the process of debarment specified in RTPPR, 2013. **Firm shall submit an undertaking to this effect as per Form-P.**
- (b) **Work Experience :- (Physical requirement)**
 - i. The participating firm should have experience in the field of service and maintenance of UPS of 30 KVA or above in Railways, Metros/ Government Ministries/ Departments/ PSUs/Private.
 - ii. Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.
 - iii. Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
 - iv. Copy of Registration certification of the firm / partnership deed / Certificate of incorporation. Etc.
 - v. A copy of Proof of experience in the form of Purchase Order/Work Order as per Form-T-II shall be submitted by the bidder.
 - vi. The participating firm shall provide Satisfactorily Work Completion report duly signed by Authorised signatory during last 5 financial period and current financial year up to the previous month from the date of Bid opening.
 - vii. The bidder should provide Original Equipment Manufacture Authorization Certificate(After the date of issue of NIB) from the OEM i.e Emerson currently known as Vertiv Energy Private Limited for this specific bid (Form-M).



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- viii. The bidder has to provide Authorization letter from OEM i.e. Vertiv Energy Private for NMS Software up-gradation for usage Software Licences.
- ix. The bidder firm should have satisfactorily and successfully completed of Supply/AMC of UPS System of contracts during last five financial years up to the previous month from the date of Bid opening should be either of the following

Three similar successfully completed works each costing not less than the amount equal to 40% (Rs39,98,968/-) of estimate cost. Bidder has to submit performance report of completed work.

OR

Two similar successfully completed works each costing not less than the amount equal to 50% (Rs49,98,711/-) of estimate cost. Bidder has to submit performance report of completed work.

OR

One similar successfully completed works each costing not less than the amount equal to 70% (Rs69,98,194.70/-) of estimate cost. Bidder has to submit performance report of completed work.

(c) Financial Standing (Annual Turnover):

The average annual turnover of applicant during last three audited financial years (2020-21, 2021-22 & 2022-23) should not be less than Rs.39,98,968/- (40% of estimated cost). To substantiate the Annual Turnover, Contractor needs to submit the Chartered Accountant (CA) Certificate.

NOTE:- Turnover for the financial year 2022-23 can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document. In any case three consecutive financial year's turnover will be considered.

- (d) The Bidders should keep in consideration positive variation in BOQ permitted as per GCC and RTPPR-2013. Bidder should be able to take up additional similar work at short notice at the accepted rate for which he has to allocate his additional resources. Similarly the scope of work may also be reduced on account of actual field requirement or poor performance of the contractor and bidder shall have no right for any claims due to reduction in scope of work.

(e) Other Eligibility Requirements:-

Bidder should meet other eligibility requirements as per following –

S. No.	Eligibility criteria (Document To be Submitted)
i.	Copy of Articles of Association & Memorandum of Association (if applicable)

Note:-

- A. For point no. (i), in case of bidder is JV/Consortium; the above documents shall be mandatorily submitted by each of the constituent members.
- B. All uploaded documents need to be digitally signed, else such documents shall not be considered.



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SECTION 2

SCOPE OF WORK

2.1 Introduction

- 2.1.1 Jaipur Metro Rail Corporation Ltd. (JMRC) is a wholly owned company of Government of Rajasthan and it was formed to implement and operate the Jaipur Metro Rail Project in Jaipur city. JMRC started its operations on the East-West Corridor from Mansarovar to Chandpole from 03/06/2015, with a total length of 9.63 kms under Phase-IA with eight elevated and one underground station, at approximately one km intervals and Phase 1B, a 2.4 Km stretch from Chandpole to Badi Choupar (underground) started on 28/09/2020.
- 2.1.2 The contractor will execute the work of Comprehensive Annual Maintenance Contract for UPS System*(excluding batteries) and DC charger covering 100% parts including all components, wires and all consumables such as connectors, fuses, switches, indicating lamps, MCBs etc and UPS NMS System#. The following system installed under S&T department of JMRC will be included in CAMC.

S. No.	Description	No. of system	Make	Model	Rating
1	UPS System of MSVD& OCC	02 Sets	Emerson	NXR	120 KVA
2	UPS System of MSOR & MRSN	02 Sets	Emerson	NXR	60 KVA
3	UPS System of NAMT, VKVR, SMNR, R MNR, CLJP, SICP, CDPE	07 Sets	Emerson	NXR	30 KVA
4	NET Power 110V/60A PSME Controller for 110 V Dc Supply	01 No.	Emerson	PSM-E01	110 V Dc
5	UPS NMS System upgradation	01 No.	Hardware: HP Software: Emerson	Hardware: HP Pro 3090 MT Software: Sitemonitor	NA

*One set of UPS system consists of 02 Nos of UPSs of respective KVA, 01 SCVSs, 01 Input transformers/ATs, 01 ACDBs, 01 Spare Cell Chargers including all components, wires and all consumables such as connectors, fuses, switches, indicating lamps, MCBs etc.

UPS NMS is for monitoring the UPS system installed at all above sites using application.



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- 2.1.3 The UPS NMS system upgradation includes following:-
- i. The bidder has to provide Hardware & Software upgradation of this UPS NMS installed at OCC.
 - ii. The bidder shall be provided UPS NMS application license for lifetime on the name of Jaipur Metro Rail Corporation Ltd.
 - iii. The bidder should submit a declaration from OEM that in case of any hardware failure OR same software/application installation in other hardware, the above license should work. In case it won't work then OEM will support JMRC for license installation in the UPS NMS hardware. The bidder shall submit MANUFACTURER'S DECLARATION FORM (MDF) in the form-Q.

2.2 Site visit for CAMC

- i. The Bidders are advised to visit the site for health check-up the system mentioned in the scope of work and obtain all information that may be necessary for preparing the offer of CAMC for filling in the BOQ(as per NIB). No visit charge will be paid by JMRC and visit date is mentioned in NIB.
- ii. The Bidders are also advised to visit and examine the site of works and its surroundings at his/their own cost and obtain all information that may be necessary for preparing the offer of CAMC for filling in the BOQ.

2.3 Comprehensive Annual Maintenance:

The contractor will execute the work of Comprehensive Annual Maintenance Contract for UPS System (excluding batteries) provided under S&T department of JMRC of Emerson/Vertiv Make as per manufacturer recommendations.

- I. All modules including every consumable (except Batteries) are to be supplied by the contractor during the duration of the contract. All T&Ps, Testing instruments etc required for preventive & corrective maintenance shall be arranged by the contractor. No T&P shall be supplied to contractor by JMRC.
- II. In case of replacement of any defective part during maintenance these component/PCBs/Modules/Parts should be of the same specifications or equivalent. Also, the Contractor shall submit an undertaking that UPS performance & all other technical parameters have remained unaffected after rectification & maintenance work.
- III. No space for stocking of spare parts of bidder will be provided by JMRC.
- IV. The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.
- V. **The contractor has to maintain a register for the periodical maintenance and repair, which have to be jointly signed with representative of the JMRC as a token of witnessing the same, and the contractor representative.**



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VI. **The contractor should depute only qualified / experienced engineer**

(24*7 days) for carrying out the preventive, corrective and Breakdown maintenance work.

VII. The Maintenance and servicing report shall be submitted in triplicate, which shall be signed by Contractor and JMRC representatives. The Contractor will submit report-giving details of Preventive, Corrective and Breakdown Maintenance carried out.

2.4 **Preventive Maintenance: -**

- 1) Preventive Maintenance is to be carried out Quarterly/Yearly as per the approved schedule during non-revenue hours under proper Permit to Work (PTW) in such a manner that overall functioning of the system & function of equipment's being fed by UPS will not get affected.
- 2) In order to ensure specified quality of power output of all the components of UPS system; if found not working are to be replaced during preventive maintenance by the contractor.
- 3) Contractor during every Preventive Maintenance (Quarterly/Yearly) shall submit a report signed by Contractor and JMRC representatives to JMRC.
- 4) Quarterly/Yearly preventive maintenance will include but not limited to and any other checks as per OEM prescribed maintenance manual:-
 - (a) Cleaning up of UPS system, Visual Inspection to check any defect/deformation.
 - (b) Checking and Adjustment of Power parameters.
 - (c) Checking and Adjustment of Control parameters on different PCBs.
 - (d) Functional Testing of Rectifier section
 - (e) Functional testing of Inverter section
 - (f) Function Testing of Static Switch Section
 - (g) Battery Health check
 - (h) Tightness of all connections by shutting down the subsystems one by one.
 - (i) Measurement of load on each phase in UPS system
 - (j) Test of Automatic Transfer switch of UPS 1 & UPS 2.
 - (k) Testing of switchover between SCVS, Inverter and batteries.
 - (l) Testing of Bypass & Maintenance Bypass supply.
 - (m) Testing of Parallel Redundancy between UPS 1 & UPS 2
 - (n) Health status of UPS spares cell chargers.
 - (o) Checking/verification of Ammeters, Voltmeters, LED indication, Cable connectors, Bus bars and Earth connection.
 - (p) Cleaning up of cabinet, Power components, PCBs etc.
 - (q) UPS Earthing Test.
 - (r) Contractor, if required may add any work content/ test check in addition to be above specified minimum scope of work to be done at least every quarter. The periodicity of the preventive schedule may also be increase if required.
 - (s) The contractor shall carry out preventive maintenance only in presence of authorized representative of JMRC & shall jointly verify the service report carrying out the site work.
 - (t) Any spare part replaced during carrying out Preventive Maintenance clearly recorded in the service report.

2.5 **Corrective Maintenance: -**

1. The corrective/breakdown maintenance is to be carried out any time inclusive of all Sundays & Holidays during the contract period. 24x7 Hrs onsite support as and when required.



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2. The Employer expects the Contractor should provide 24×7 call centre with toll free numbers and escalation matrix at 3 levels.
3. In case of any failure/fault, a complaint will be logged through call/mail for which a complaint ticket no. will be issued. The ticket number will be tracking reference for both parties till the closure of failure/fault.
4. Response time to attend any failure/breakdown of the UPS system shall not exceed as per mentioned in Minor Corrective Maintenance & Major Corrective maintenance.
5. In case of breakdown of one UPS and/or loss of redundancy available in the modules/sub-system/system covered under CAMC, corrective maintenance will be carried out in night on the same date during non-revenue hours (23:00 Hrs. to 04:00 Hrs.). The rectification time shall not be exceeded to next revenue hours/business day.
6. In case of both UPS breakdown or output not available due to failure of any other modules/sub-system/system covered under CAMC, corrective maintenance will be carried out immediately and the maximum time to restore the UPS output for the JMRC load shall not exceed 4 hours (inclusive of response time).
7. For the faulty repaired items, following reports will be submitted by the contractor to JMRC :-
 - Report having description of fault diagnosed
 - List of the parts which are replaced / repaired
 - Testing & service sheets after repairing.
8. **Minor Corrective Maintenance:-** Inclusive of Repairing and Replacement of all Spares/Components and all other associated accessories which are covered otherwise and attention of all defects other than major defects.
 - i. Response and attending Time (Max) -04 hours
 - ii. Rectification Time (Max.) --48 hours (inclusive of response time)
9. **Major Corrective Maintenance:-** Major failures/breakdowns are described as in which the one or multiple UPS units are not providing the power backup and become non- functional.
 - i. Response and attending Time (Max) -04 hours
 - ii. Rectification Time (Max.) --08 hours (inclusive of response time)
 - Call made before 15:00 Hrs. shall have to be attended on same day.
 - Call made after 15:00 Hrs. shall be attended by 11:00 Hrs. on next day.

2.6 PENALTY:

- 2.6.1 If delay more than specified stipulated hours as per clause no. 2.5(8) & 2.5(9) of employer requirement takes place in rectification of defective system, then penalty shall levied on the contractor and the same shall be deducted from the forthcoming bill.
- 2.6.2 A Penalty @ Rs.500/- per day in case any minor complaint [clause 2.5(8)] remains unattended for more than stipulated time on a particular day, if a complaint remains unattended for more than 48 hrs.



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- 2.6.3 A Penalty@Rs.1000/- per day in case any major complaint [clause 2.5(9)] remainsunattended for more than stipulated time on a particular day, if a complaint remainsunattended for more than 08 hrs.
- 2.6.4 Penalty of Rs.1000/- per day will be also imposed if Preventive scheduled Maintenance is delayed by more than 3 days from the Schedule day.
- 2.6.5 Failure not rectified in time frame as per clause 2.5(8)&2.5(9)then Maximum Penalty may be imposed 20% of AMC Value and penalty amount deduced in Quarterly invoice.**
- 2.7 General Conditions:**
- 2.7.1 Complaint reporting Centres: Complaint regarding malfunctioning of the system will be registered by the JMRC either on phone or by email at nearest service centre of the contractor. Contractor shall issue a complaint no. for each breakdown/complain and it should be updated/recorded with same complaint no, at CSS, JMRC (Communication System Supervisor). Complaints can be made at any time during revenue hours/non-revenue operation of Jaipur Metro.
- Note:.. The maximum response of attending of complaint of JMRC shall be as per clause no. 2.5(8) & 2.5(9) after filling of complaint to contractor's reporting centre.
- 2.7.2 The services provided during breakdown would include for rectification of fault, technical information and assistance from the contractor. The released and defective parts shall be the property of contractor.
- 2.7.3 Detailed failure analysis of UPS failures with very specific conclusion and recommendation is to be done by Contractor. Also downloading of logs of UPS to be done by contractor and it is to be provided to JMRC with analysis report.
- 2.7.4 All T&Ps and M&Ps, Testing instruments etc. required for preventive & corrective maintenance shall be arranged by the contractor. No T&P shall be supplied to contractor by the EMPLOYER.
- 2.7.5 Contractor should ensure the availability of new spares of each type for rectification of UPS
- 2.7.6 Contractor is to maintain critical spares available so as to meet any exigency (if any) requirement.
- 2.7.7 UPS Earthing Test shall be carried out by the contractor during every Preventive Maintenance and shall submit a report to JMRC.
- 2.7.8 Manpower, all kinds of spares (excluding replacement of battery bank), consumables and transportation (including loading/unloading) for attending breakdown, preventive maintenance or any kind of work related to the system shall be under the scope of contractor.
- 2.7.9 The Maintenance and servicing report shall be submitted in triplicate, which shall be signed by Contractor and JMRC representatives. The Contractor will submit report-giving details of Preventive, Corrective and Breakdown Maintenance carried out, Date and Time.
- 2.7.10 The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.
- 2.7.11 JMRC will not provide any hardware/spare part during contract period.



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- 2.7.12 The work is to be carried out under the permission of EMPLOYER representative only.
- 2.7.13 The other terms & conditions that deems fit to the bidder may be submitted along with the Bid. On review the same; it will be JMRC discretion to include or not to include as the Bid conditions.

2.8 Other Terms and Conditions:

- 2.4.1 Loss on Contractor's account: The contractor shall be liable for any loss which JMRC may sustain due to damage to the equipment/ loss of service, on account of omissions/ commissions done by the contractor.
- 2.4.2 The contractor should take necessary measures to cover any loss or damage caused to person or property as a consequence of any action done by the contractor. JMRC shall not be liable for any claims in any such case. Further JMRC shall not be liable for similar, claims on account of the contractor's representatives suffering any loss or damage to person or property. JMRC will not take any responsibility towards insurance and other such liability.
- 2.4.3 Security procedures at JMRC: The contractor personnel will follow all security procedures as prescribed by JMRC from time to time, for entry of personnel or bringing in or taking out material.
- 2.4.4 Risk of Loss or damage to JMRC property: The Contractor shall make sure that no harm or damage is made to JMRC properties and assets while executing the scope of work of this RFP. The performance security/payment shall be forfeited or shall be refunded/made only after making the adjustments for any such damage made by the contractor and his staff.
- 2.4.5 **After completion of contract period, the firm/contractor handover the all system to JMRC in healthy condition without any issue.**

2.9 JMRC staff association:

JMRC shall have the right to associate its personnel with the entire work in all its phases with a view to develop their skills and understanding of systems. The contractor shall provide such personnel with all necessary information and facilities. The fact that some JMRC staff is associated with the contractor shall in no way reduce the responsibility of the contractor in any manner whatsoever.

2.10 Duration of Contract:-

The completion period for execution of the above mentioned works is 36 months from the Date of Work Order/LOA issued to Successful Bidder. The work shall commence within 7 days from the date of issue of letter of Commencement.



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SECTION 3

BID PRICES AND SCHEDULE OF PAYMENT

3.1 Bid Prices

- a. Unless explicitly stated otherwise in the Bid Documents, the Bidder shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and payment shall be made as per accepted rates based on the activities carried out as in the Schedule of work specified in scope of work.
- b. The rates quoted by the Bidder are inclusive of all duties, taxes and other levies, materials, labour, compliance costs, expenses and uniform etc. But excluding GST. GST, as applicable, will be paid extra.

3.2 Schedule of Payment

- i. Advance Payment will not be made. The Payment for the CAMC service will be paid quarterly on submission of the bills certified by the representative of JMRC.
- ii. The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- iii. LD & Penalty, if any shall be charged from the due payment of Invoice.
- iv. All remittance charges will be borne by the supplier/ Contractor.
- v. Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- vi. The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.
- vii. The TDS and other statutory taxes & Levies as applicable, if any would be deducted from quarterly bill.
- viii. The transportation cost shall be borne by the Bidder.

3.3 Terms & Process of Bill Payment

All the terms & conditions of the bills for payments purpose should be strictly complied in accordance with the guidelines, issued by the competent authority from time to time.



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INSTURCTIONS

TO

BIDDERS (ITB)



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

INSTRUCTIONS TO BIDDERS (ITB)

Important Instruction: - The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" (hereinafter called the RTPP Act) and the "Rajasthan Transparency in Public Procurement Rules, 2013" (hereinafter called the RTPP Rules) under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the ACT and Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the ACT and Rules shall prevail. In clauses where references have been made of RTPP Act and RTPP Rules, Bidders are advised to look into the respective latest and updated clause of RTPP Act and Rules for detailed guidelines.

1.0 GENERAL GUIDELINES:-

- a. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- b. Bidders should read carefully the contents of this document. Each page of the Bid Document (including General Conditions of Contract), Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document may not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid power of Attorney shall be enclosed. All documents shall be submitted in English Language.
- c. Bidders may be single firms or may be members of a JV/Consortium. Bidders may read carefully the directions concerning the requirements for JV/Consortium.
- d. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned signed by the bidder/authorized signatory of the bidder and attested by competent authority wherever asked.
- e. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- f. Bidder should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the website. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by



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- JMRC by the date/ time of the bid submission. However JMRC may ask for any supplementary information, if required. The bidder should furnish the same within 7 days of receipt of query from JMRC. Any information received after stipulated date shall be liable to be rejected and bid shall be evaluated on original information only.
- g. It should be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC.
 - h. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work and forfeit Performance/ Bid Security Amounts (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.
 - i. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website <http://transport.rajasthan.gov.in/jmrc> or state procurement portal <https://sppp.rajasthan.gov.in/> for any kind of latest Information. Addendum, Clarification, etc.
 - j. The words "Tender" and "Bid" have been used interchangeably in this Bid Document.
 - k. Bidders shall be required to submit declaration under Section 7 of RTPPA, 2012 as per Form-T-VII.

1.1 INTRODUCTION

Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal through Open tender (Single Stage Two envelope) "Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.", through e-tendering process.

Jaipur Metro Rail Corporation Limited hereinafter called the 'Employer', for Works in accordance with this Bid Package.

Bids shall be prepared and submitted in accordance with the instructions given herein.

- 1.2 Relevant address for correspondence related to this Bid is given below:-

**Executive Director (S&T), JMRC,
3rd floor, Admin Building, Metro Depot,
BhriгуPath, Mansarovar, Jaipur-302020.
Email: edst@jaipurmetrorail.in**

1.3 Who can Apply

- 1.3.1 Bidder may apply themselves or in Partnership/Joint Venture/Consortium. Requirements from JV/Consortium are chalked out in Clause 9.0 below.



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2.1 All tenders submitted shall include the following information:

- 2.1.1 General information of the Bidder shall be furnished along with certified copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership.
- 2.1.2 In the case of tender by a partnership firm, the following requirements shall also be complied with.
- a. The Bidder and in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners as the case may be.
 - b. In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners.
 - c. The partner In-charge as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the firm and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of the firm.
- 2.2 The Bidder to qualify for award of Contract shall submit a written power of attorney authorizing the signatory to sign the tender document on behalf of the Bidder.
- 2.3 Each page of tender shall be signed by the authorized signatory of the Bidder. Power of Attorney in favour of the signatory will be required to be furnished.
- 2.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the Bidder to the Engineer and the Employer.
- 2.5 Any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the bidder. The applicant is required to certify in the statement placed at Appendix - I of ITB.

3.0 COST OF BIDDING

- 3.1 The agency shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.



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4.0 SITE VISIT

- 4.1.1 Site information / schedule of works given in this Bid document areas per our requirements. The Bidder is advised to visit and examine the Site of Works and its surroundings at his cost and study the work requirement and note down all information that may be necessary for participating in the Bid and entering into this Contract.
- 4.1.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

5.0 BID DOCUMENT (CONTENTS OF BID DOCUMENTS)

- 5.1 The Bidder is expected to examine carefully all the contents of the Bid documents as mentioned in Sub-clause 1.0 of ITB including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids that are not responsive to the requirements of the Bid documents will be rejected.

6.0 AMENDMENT TO BID DOCUMENTS

- 6.1 At any time prior to the deadline for the submission of Bids, JMRC may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid documents by an amendment.
- 6.2 The said amendment in the form of an addendum will be available on web site and can be downloaded. The prospective bidder needs to keep himself updated by visiting the Jaipur Metro Rail Corporation website / www.eproc.rajasthan.gov.in website regularly before the date of submission of Bid.
- 6.3 In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of Bids as specified at Sub-clause 15.0 of ITB.

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and the Employer/Engineer shall be in the English language. The documents submitted by the bidder will not be returned by JMRC to Bidder.

8.0 DOCUMENTS COMPRISING THE BID

- 8.0.1 Documents to be submitted by the Bidder under Bid package have been described in this clause. Also refer check list as per Appendix – I 'A' of ITB. This list of documents has been prepared mainly of the convenience of the



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Bidder and any omission on the part of the Employer shall not absolve the Bidder of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

8.0.2 All documents issued for the purposes of Bidding as described in Clause 1.0 of ITB, and any amendments issued in accordance with Clause 6.0 of ITB shall be deemed as incorporated in the Bid.

8.0.3 **BID PACKAGE**

For the purpose of selection of Bidder, the bid document is divided into two parts viz. the Technical Bid and the Financial Bid.

8.1 **Technical Bid**

8.1.1 The requirements for Technical Bid are as under:-

The bidder(lead member in case of JV/Consortium) shall enclose signed and stamped copy of the Bid Document except BOQ. Besides this all other associated/required documents shall be submitted duly numbered and signed and stamped by the bidders. All applicable Annexure/Performa shall be dully filled by the Bidder.

The scanned copy of instruments (i.e. BG/DD/BC) of Cost of Bid Form, Bid Security Amount, E-Bidding Processing Fee **and notarized Form-F on non-judicial stamp paper of Rs. 100** shall be enclosed by the bidder with the technical Bid.

8.1.2 **Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.**

8.1.3 The bidder shall be required to enclose signed/stamped copy of valid registrations with the following:-

- i) Registrar of Companies (in case bidder being a company)
- ii) GST Registration(along with copy of latest Challan)
- iii) Any other documents as required to prove eligibility.

In case of a JV/Consortium, the above documents shall be mandatorily submitted for all the constituent members.

8.1.4 Each bidder(each member in the case of a JV/Consortium) shall be required to confirm and declare with the bid submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission had been, or will be, paid and that the bid price will not include any such amount.

8.1.5 The bidder shall be required to enclose the Check List for submission of bid as in Appendix-I of the ITB.



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- (a) Self-Attested copy of the latest GST registration certificate and copy of Latest GST Return and Attested copy of PAN No. under income Tax Act is required to be submitted. In the absence of registration detail with GST department and PAN No etc first payment shall not be released.
- (b) Bid documents as listed below:
 - I. Notice Inviting Bid
 - II. Instructions to Bidders.
 - III. Special Conditions of Contract
 - IV. Specifications
 - V. Jaipur Metro Rail Corporation's General Conditions of Contract
- (c) The methods proposed to execute the activities covered in the Scope of Work, including such detailed information as deemed relevant.
- (d) Contractual Experience record of successful completion in the field of service and maintenance of UPS of 30 KVA or above in Railways, Metros/ Government Ministries/ Departments/ PSUs/Private during the last five years may be furnished in the format prescribed in **Form T-II**.
- (e) Form of Bid (**Form- A**).
- (f) Financial Record of the bidder (**Form-T-I**).

Bidders may attach clearly marked and referenced continuation sheets in the event that the space provided in the Evaluation Performa are insufficient.

Bidders are advised to submit only one bid either by themselves, or as a partner in a joint venture, or as a consortium. If a Bidder, or if any one of the partners in a joint ventures, or any one of the members of the consortium participates, submits more than one bid, all the bids in which the Bidder has participated shall be considered invalid.

8.2 Financial Bid:-

- 8.2.1 Financial bid shall contain the Bill of Quantities (BOQ) as per the uploaded standard template in excel sheet.
- 8.2.2 • The prices shall be entered in the **BOQ template** as uploaded on the website. These prices should include all costs and expenses associated with the contract **excluding GST**.

9.0 JV/Consortium:-

- 9.1 There can be a maximum of 3 (three) members in a JV/Consortium.
- 9.2 The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the JV/Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any bidder, JV/Consortium member shall not be



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considered for evaluation unless such company is also a part of the JV/Consortium with minimum 26% stake in the shareholding of the JV/Consortium.

- 9.3 The JV/Consortium as a whole (with cumulative effect) may satisfy the eligibility criteria i.e. the Technical Bid.
- 9.4 Each JV/Consortium must specify the proposed equity shareholding (FORM-G) and nominate a Lead Member of the consortium. This shall be enshrined in the Memorandum of Agreement signed by all JV/Consortium members and submitted along with the Bid. The Consortium agreement should be on non-judicial stamp paper signed by each & every authorized signatory along with their copy of authorized Power of Attorney duly notarized. A draft of the consortium agreement is there at FORM- Hof this Bid Document.
- 9.5 If the successful bidder is a consortium of firms, the Contract Agreement shall be signed with entire consortium i.e. all the consortium members shall be party to the Contract Agreement.
- 9.6 There will be no change in the consortium's proposed shareholding structure in the submitted Bid, till the completion of the contract in all respect.
- 9.7 (a) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
(b) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
- 9.8 All members of the JV/Consortium shall be liable jointly and severally, for the execution of the project in accordance with the terms of the Contract Agreement. However, a single performance guarantee from the lead member only shall be submitted for the consortium.
- 9.9 Any individual bidder or member of a JV/Consortium cannot be a member in another JV/Consortium and participate in this Bid.
- 9.10 Any member of JV/Consortium shall not have been blacklisted/debarred.

10.0 BID PRICES

- 10.1 Bidder is required to quote for items as per Bid document. The Bidder should submit his Bid, which conforms to Bid documents, without material deviations, omissions or reservations. No material deviations or reservations shall be permitted. Bid shall be deemed to comply with all the requirements in the Bid documents including employer's requirements irrespective of any mention to the contrary, anywhere else in the Bid.
- 10.2 The Rate and Prices quoted by the Bidder shall be applicable for the duration of the contract.
- 10.3 The rate quoted shall be reasonable and not unbalanced. If the Procuring Entity comes across any unbalanced rates, it may require the Bidder to



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furnish detailed analysis to justify the same. If after its examination, the Procuring Entity still feels the rates to be unbalanced, he may ask the Bidder for additional performance Security or other safeguards to protect Employer's interest against financial loss. If the Bidder fail to comply with this, his Bid shall be liable to be rejected by the Employer.

10.4 The Bidder shall keep the contents of his Bid and rates quoted by him confidential.

10.5 The Bidder should quote his rates in the Bid without taking into the consideration of GST. GST will be reimbursed on actual basis of claim.

11.0 CURRENCIES OF THE BID

11.1 Bid prices shall be quoted in Indian Rupees only.

12.0 BID VALIDITY

12.1 The Bid shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of Bid.

12.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer/the Procuring Entity may request the Bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by Tele-fax. A Bidder may refuse the request without forfeiting his Bid Security, A Bidder agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security correspondingly.

13.0 BID SECURITY

13.1 The Bidder shall furnish, as Bid Security an amount as mentioned in clause 1.1.2 of NIB and also refer The Rajasthan Transparency in Public Procurement Rules, 2013, clause 42. Being a service contract concessional bid security clause is not applicable in this bid.

13.2 **The Bid Security shall be deposited only through Bankers Cheque/Demand Draft and Bank Guarantee. Online deposition of Bid Security not be consider by JMRC and Treat as non-responsive.**

13.3 The Bid Security shall be deposited through Bankers Cheque/Demand Draft and Bank Guarantee of nationalized Bank in the name of Jaipur Metro Rail Corporation Ltd., Jaipur. The Bidder needs to upload scanned copy of DD/Bankers cheque at website <http://eproc.rajasthan.gov.in> for e-Bidding.

13.4 Any Bid not accompanied by an acceptable Bid Security shall be summarily rejected as being non-responsive.

13.5 The Bid securities of unsuccessful Bidder shall be discharged/returned by the Employer only after award of the LOA to successful Bidder. In this connection, Clause 25.3 of ITB may also be referred to.

13.6 The Bid Security of the successful Bidder shall be returned upon the Bidder executing the Contract Agreement and after furnishing the required performance guarantee for performance as mentioned in Clause 26.0 of ITB.



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- 13.7 The Bid Security shall be forfeited:
- a. If a Bidder withdraws his Bid during the period of Bid validity, or
 - b. In case of a successful Bidder, if he fails to:
 - (i). Furnish the necessary performance guarantee for performance as per Clause 26.0 of ITB.
 - (ii). Commence the work as per terms & conditions of Bid after issuance of LOA
 - (iii). Enter into the Contract within the time limit specified in Clause 25.0 of ITB
- 13.8 No interest will be payable by the Employer on the Bid Security amount cited above.
- 14.0 FORMAT AND SIGNING OF BIDS**
- 14.1.1 If the Bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address, telephone no. Fax no. and email if any.
- 14.1.2 If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the partnership deed and power of attorney shall accompany the Bid. Alternatively, all the partners shall sign it.
- 14.1.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm, a certified copy of the power of attorney shall accompany the Bid.
- 14.1.4 The documents required to be submitted by the Bidder will be as described under Clause 8.0 of ITB herein. (Also refer check list as per Appendix – I of ITB)
- 14.3 Entries to be filled in by the Bidder shall be typed or written in indelible ink. The person submitting the Bid along with the date of signing should sign each page of such document in full at the bottom. The person submitting the Bid along with the date of initialling should initial each page of printed documents at the bottom.
- 14.4 In case of all documents listed in Clause 8.0 above, the person signing/initialling the documents shall be one who is duly authorized in writing by or for and on behalf of the Bidder and /or by a Statute Attorney of the Bidder Such authority in writing in favour of the person signing the Bid and/or the **Power of Attorney as per Form-K executed on Non-Judicial Stamp Paper of Rs. 100**, shall be enclosed along with the Bid.
- 14.5 The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Bidder. The person signing the Bid shall initial all amendments/corrections.



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- 14.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 15.0 **SEALING AND MARKING OF BIDS**
- 15.1 Online Bids will have to be digitally signed and submitted in a time stamped electronic sealed box on <http://eproc.rajasthan.gov.in> the manner as described in 15.0
- 15.2 **ONLINE SUBMISSION:**
The Bid to be submitted in two envelopes method on <http://eproc.rajasthan.gov.in> It shall comprise of:-
- (a) Complete Bid document along with addendums/amendments issued and uploaded by the department on the above website.
 - (b) Bid Form and schedules.
 - (c) Supporting documents(scanned electronic copies)
- Deadline for Submission of Bids: - Bids shall be received online on website <http://eproc.rajasthan.gov.in> with uploading all relevant documents not later than the time and date communicated by the department or extended date thereof.
- 15.3 **Pre-Bid Meeting.**
- 15.3.1 A pre-Bid meeting shall be held on the date and location given in the*clause 1.1.2 of the NIB.
- 15.3.2 The purpose of meeting will be to clarify issue and to answer the question on any matters that may be raised at that stage.
- 15.3.3 The Bidder is requested to submit any question in writing or by facsimile/ email, to reach the Procuring Entity not later than the last date of seeking clarification as mentioned in key details of NIB.
- 15.3.4 The text of the questions raised by the Bidders and the response given will be transmitted without delay to all purchasers of the Bids documents. Any modification of Bid documents, which may become necessary as result of the Pre-Bid meeting, shall be made by the Procuring Entity alongwiththe issue of an Addendum/clarification on E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website <https://transport.rajasthan.gov.in/jmrc> or state procurement portal <https://sppp.rajasthan.gov.in/>
- 15.3.5 Non attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. Bidders, however, in their own interest are advised to associate with the pre-bid process to clarify any issues. Any material deviations/ reservations proposed by the bidders after pre-bid stage shall not be entertained.



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16.0 SUBMISSION OF BIDS

- 16.1 Submission of bids only through online process is mandatory for this Bid. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 16.2 The Bidder should get himself registered on procurement portal (<http://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.
- 16.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N-code, etc. bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 16.4 Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/BC/BG (Cost of Bid Form, E-Bid Processing Fee, Bid Security and notarized Form-F on non-judicial stamp paper of Rs. 100). However, DD/BC/BG for Cost of Bid Form, E-Bid Processing Fee, Bid Security and notarized Form-F on non-judicial stamp paper of Rs. 100 Should be submitted physically at the following address of JMRC before the scheduled date and time as per NIB.
- Executive Director (S&T), JMRC, 3rd floor, Admin Building, Metro Depot, BhriguPath, Mansarovar, Jaipur-302020.**
- 16.5 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 in advance so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 16.6 Utmost care should 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.
- 16.7 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <http://eproc.rajasthan.gov.in> shall be deemed to have been initialled and accepted by the persons signing the bid when they submit their electronic bid.
- 16.8 The documents listed in ITB clause along with the addendum uploaded till the date of bid submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid documents shall be digitally signed.
- 16.9 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.



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- 16.10 Any Bid in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain tempering of BOQ templates, may BE LIABLE FOR REJECTION.
- 16.11 Any bid after the deadline of time, will not be received on website.
- 16.12 Single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the technical Bid consisting of **a pdf copy of this Bid Document along with addendums** with each page signed by the Bidder in acceptance of the terms and conditions therein, **along with scanned copy of all the required documents, DD/BC/BG with due Appendix-1 "A" duly filled as detailed below, in support of eligibility.**

- i. Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
- ii. Bid form, formats, Performa, annexure(s) duly filled and signed.
- iii. Supporting documents to substantiate eligibility
- iv. Scanned copies of financial instruments (Cost of Bid Form, E-Bid Processing Fee & Bid Security)
- v. Any other documents, Bidder deem fit but NOT the Financial Bid/BOQ.

All such Forms should be duly filled, signed & scanned (In .PDF/.JPG/.JPEG) and to be submitted online as part of technical bid.

No price bid should be indicated at any place in the technical Bid, otherwise the proposal shall be summarily rejected.

(b) Part-B: Financial Bid (BOQ).

This part should contain the financial Bid in the prescribed Format. Rate quoted should be as per clause 10.2 to 10.5& 8.0 of ITB.

Utmost care should be taken to upload 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 format (Password protected file).
- ii. This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
- iii. Fill Bidder Name, percentage rate (Less/Excess) to the estimated cost in down loaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
- iv. Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

(d) Submit the technical and Financial Bid Online



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17.0 PHYSICAL SUBMISSION OF FINANCIAL INSTRUMENTS

- i. Financial instruments of Bid Security, Cost of Bid Form and Tender Processing Fee must be submitted at the office of Executive Director (S&T), JMRC, 3rd floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020. It shall be the responsibility of the Bidders to ensure that his financial instruments reach the designated place/office before the dead line for submission.
- ii. Financial instruments received after due date and time shall not be accepted.
- iii. JMRC will not be responsible for delay, loss or non-receipt of Financial instruments **DD/BG/BC** etc by post or courier.
- iv. JMRC will not be responsible for financial instruments delivered to any other place/person in JMRC (like DAK section etc.) other than the designated office and do not reach the designated officers before the deadline for its submission.

18.0 BID OPENING

- 18.1 The duly authorized Committee of JAIPUR METRO RAIL CORPORATION will open the Bids in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of Bid opening, if the Bidder wishes. The Bids shall be opened in two stages, in first stage the **Technical Bid** shall be opened and evaluated. The **FINANCIAL BID (BOQ)** shall be opened of responsive Bidders pre-qualified by competent authority in the evaluation of Technical Bid at a later date, which will be informed to all responsive and pre-qualified Bidders through e-procurement portal.
- 18.2 In the first stage, technical bid will be opened. The Bidders' names, the presence (or absence) of Cost of Bid Documents/ E-Bid Processing Fee and Bid Security, and other details proposed in covering letter, will be announced by the Bid Opening Committee at the time of opening or same shall be available at the web-site. The bid opening committee will prepare the summary report of bid opening.

18.3 PRELIMINARY EXAMINATION OF BIDS

The contents of the technical-bid documents of the individual Bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any Bid not conforming to any of these requirements may be disqualified forthwith at the discretion of JAIPUR METRO RAIL CORPORATION.

19.0 PROCESS TO BE CONFIDENTIAL

- 19.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.



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- 19.2 Any effort by a Bidder to influence the Employer/Procuring Entity in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the Bidders Bid.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may ask Bidders individually for clarification of their Bids, including breakdowns of prices. The request for clarification and the response shall be in writing or by tele-fax but no change in the price or substance or the Bid shall be sought, offered or permitted.

21.0 DETERMINATION OF RESPONSIVENESS

- 21.1 Prior to the detailed evaluation of Bids, the Procuring Entity will determine whether each Bid is responsive to the requirements of the Bid documents.
- 21.2 For the purpose of this Clause, a responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bid documents.
- 21.3 If a Bid is not substantially responsive to the requirements of the Bid documents, it will be rejected by the Procuring Entity, and will not subsequently be permitted to be made responsive by the Bidder by correction or withdrawal of the non-conformity or infirmity.
- 21.4 The decision of the Procuring Entities to which of the Bids are not substantially responsive shall be final.

22.0 EVALUATION OF BID

- 22.1 The Employer will, keeping in view the contents of Clause 1.3& 8.0 of ITB, carry out technical evaluation of submitted technical proposals to determine that the Bidder has a full comprehension of the work of the contract. Where a Bidder's technical submittal has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected.
- 22.2 All technically acceptable Bids will be eligible for consideration of their financial proposals. The Firms who get technically qualified will be intimated by the Jaipur Metro Rail Corporation. The financial proposal shall be evaluated to determine the lowest bidder (L-1).
- 22.3 Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in Bid evaluation.
- 22.4 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.
- 22.5 The Procuring Entity reserves the right to ask for submission of the source of procurement for the material for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JAIPUR METRO RAIL CORPORATION shall be at liberty to forfeit the said earnest money absolutely.



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23.0 AWARD OF CONTRACT

CRITERIA FOR AWARDING OF TENDER

- 23.1 Subject to Clause 10.3 and 22.0, Procuring Entity will award the contract to the Lowest Bidder (L1), whose bid has been determined to be substantially responsive, technically & financially suitable, complete & in accordance with the bid document.

24.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidders of the grounds for the Employer's action.

25.0 NOTIFICATION OF AWARD

- 25.1 Prior to the expiry of the period of Bid validity prescribed by the Procuring Entity will notify the successful Bidder by E-mail/fax, to be confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Procuring Entity will pay to the Bidder in consideration of the execution, completion of the works by the Bidder as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Procuring Entity duly acknowledged and signed by the authorized signatory, within **seven days** from the date of issue of LOA by him. No correspondence will be entertained by the Procuring Entity from the unsuccessful Bidders.
- 25.2 The Letter of Acceptance will constitute a part of the contract.
- 25.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 25.1, the Procuring Entity will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

26.0 • SIGNING OF AGREEMENT

- 26.1 The Procuring Entity shall prepare the Agreement in the Performa (**Form-D**) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance, the successful Bidder will be required to execute the Contract Agreement. **The Contract Agreement shall be executed on Rajasthan Stamp duty of Rs. 500/- as per Rajasthan Stamp Act 1998.** The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Procuring Entity and the Bidder through their authorized signatories will be supplied by the Procuring Entity to the Bidder.



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26.2 Prior to signing of the Contract Agreement, the successful Bidder shall submit the following document within a period of 15 days from the date of issue of the Letter of Acceptance:

- a. Performance Guarantee
- b. Consortium Agreement (duly signed & executed) duly incorporating the requirements as in Clause No.9.0 of the ITB.

27.0 PERFORMANCE SECURITY

27.1 The successful Bidder shall furnish to the Procuring Entity a performance security in the form of a bank guarantee for an amount of **5%** of the Contract price. The validity shall be six months beyond expiry of contract. The Bank Guarantee has to be from a scheduled Commercial Bank based in India and the Form of performance security (**Form-C**) provided in this Volume shall be used. The performance Security shall be furnished within the time limit specified in Clause 26.0. The Performance Security shall be deposited through Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee. **The Performance Security (Bank Guarantee) shall be executed on Rajasthan Stamp duty which is payable @0.25 percent of the Work Order/LOA amount subject to maximum of Rupees 25000/-as per Rajasthan Stamp Act 1998**

27.2 Additional Performance Security.-

(1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) 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. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]



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27.3 Failure of the successful Bidder to submit the required performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.

28.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORM OF BID

In case successful Bidder fails to commence the work (for whatsoever reasons) as per terms & conditions of Bid after issuance of LOA& Letter of commencement then the LOA shall be cancelled and the Bid security shall be forfeited.

29.0 CORRUPT & FRAUDULENT PRACTICES

JMRC requires that the Bidders observe the highest standards of ethics during bidding and execution of this contract. In pursuance with this policy, the bidder shall be required to submit their compliance with the code of integrity and no conflict of interest as per **Form T-VI**.

30.0 GRIEVANCE/ REDRESSAL DURING PROCUREMENT PROCESS

If any bidder or prospective bidder is aggrieved about a decision/ action/ omission of JMRC, he may file an appeal as per provisions of Section 38 of RTPPA, 2012. The relevant provisions of grievance redressal mechanism are provided in **Form-T-VIII**.

31.0 QUANTITY VARIATION

JMRC may vary the quantity as per RTPPR Rule-73.

32.0 TERMINATION OF THE CONTRACT

32.1 If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

32.2 The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to comply with a notice under Sub clause 32.1
- b) abandons or repudiates the Contract
- c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
- d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or



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- g) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
- h) fails to take steps to employ competent and/or additional staff and labour, or
- i) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or
- j) indulges in corrupt or fraudulent practices
- k) Breach of any of the contract condition during execution.

- 32.2.1 In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (j), the Employer may by notice of 7 days terminate the Contract immediately.
- 32.2.2 For the purpose of sub Para (c) above, this clause, reasonable excuse shall be one, which in the opinion of the Engineer has resulted from, Any Circumstance which
- is beyond the employer's or contractor's control and
 - made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.
- 32.2.3 The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.
- 32.2.4 On termination of contract due to contractor's default the performance security shall be forfeited by encasing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other partnership firm.



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APPENDIX - I**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID**

(To be included in Bid Index and front of the technical proposal)

Name of the Bidder _____

S/N	Item	Bid Stipulations (if any)	Submission/ Compliance Requirement	Reference page No. in the Technical Submittal
1.0	Bid Document Cost Details, if applicable			
1.1	Bid Document Cost in the form of DD/BC	1.1.2.d of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC No.			
1.4	DD/BC Date			
1.5	Value of DD/BC			
2.0(a)	Bid Security Details			
2.1(a)	Bid Security in the form of DD/BC/BG	1.1.2 c of the NIB and 13 of the ITB		
2.2(a)	Name of issuing Bank and Branch			
2.3(a)	DD/BC/BG No.			
2.4(a)	DD/BC/BG Date			
2.5(a)	Value of DD/BC/BG			
2.0(b)	Processing Fee			
2.1(b)	Processing Fee in the form of DD/BC	1.1.2 e of the NIB		
2.2(b)	Name of Issuing Bank and Branch			
2.3(b)	DD/BC No.			
2.4(b)	DD/BC Date			
2.5(b)	Value of DD/BC			
2.0(c)	Whether notarized Form-F on non-judicial stamp paper of Rs. 100 has been submitted	1.1.2 j of the NIB		
3.0	Eligibility and Qualification of Bidder			
3.1	GST registration certificate	Clause 1.3 of Volume 1		
3.2	PAN certificate	Clause 1.3 of Volume 1		
3.3	Registration certification of the firm / partnership deed / Certificate of incorporation. Etc.	Clause 1.3 of Volume 1		
3.4	Satisfactorily Work Completion report	Clause 1.3 of Volume 1		
3.5	Bid is from a Company	Clause 2.1 of the instruction Bidder/Contractor (ITB)		



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3.6	Whether power of Attorney with specimen signature has been submitted	As per ITB Document		
3.7	Bid is from JV / Consortium	Clause 9.0 of the (ITB)		
3.8	Whether notarized Power of Attorney from each member of JV/Consortium is enclosed	As per ITB Document		
3.9	Board Resolution of each of the Consortium members authorizing execution of Consortium Agreement and appointing authorized signatory	As per ITB Document		
3.10	Memorandum of Agreement for JV/Consortium	As per ITB Document		
3.11	Details of percentage participation of individual members specified in the MoA	As per ITB Document		
3.12	Whether registration with ROC enclosed for a Bidder being a company/ each member in case of JV/Consortium	As per ITB Document		
3.13	Whether registration with GST department enclosed for a Bidder being a company/ each member in case of JV/Consortium	As per ITB Document		
3.14	Form of Bid-Form A	As per ITB Document		
3.15	Form of Bank Guarantee For Bid Security - Form B	As per ITB Document		
3.16	FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENT- Form F	As per ITB Document		
3.17	Bidder's Profile-Form I	As per ITB Document		
3.18	Bidder's Authorization Certificate - Form J	As per ITB Document		
3.19	Format of Power of Attorney -Form K	As per ITB Document		
3.20	Bank Details- Form L	As per ITB Document		
3.21	Original Equipment Manufacture Authorization Certificate-Form M	As per ITB Document		
3.22	FINANCIAL BID COVER LETTER & FORMATCOVER LETTER- Form N	As per ITB Document		
3.23	CERTIFICATE OF CONFORMITY/ NO DEVIATION- Form O	As per ITB Document		
3.24	Black list Certificate - Form P	As per ITB Document		
3.25	MANUFACTURER'S DECLARATION FORM (MDF)- Form Q	As per ITB Document		



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3.26	Financial Data Form T - I	As per ITB Document		
3.27	Whether copies of audited balance sheets for last 3 audited financial years have been submitted	1.3 c of the NIB		
3.28	Contractual Experience record - Form T - II	As per ITB Document		
3.29	Whether self-attested copies of client's work order and works completion certificates as proof of experience have been submitted.			
3.30	INDEMNITY - Form T- V(A) & V(B)	As per ITB Document		
4.0	Technical Proposal			
4.1	Whether each page of Bid Document, Addendum (if any) and other submissions, enclosed duly numbered, signed & stamped, as a token of acceptance	As per ITB Document		
5.0	Whether scanned copy of Bid Security, Cost of Bid Form and processing Fee Documents/Instruments have been submitted online and original instruments submitted as per the schedule mentioned in the NIB	As per ITB Document		
6.0	Whether online Financial Bid/BOQ in prescribed format has been submitted.	As per ITB Document		

I/We have checked the above list with our submittal. The information submitted with the above documents is true & correct to the best of my/ our knowledge and belief. We are aware that if the Bid does not contain above documents or if the information contained in the above documents is found to be incorrect or suppressed, our bid is likely to be rejected by the Employer.



(Authorized Signatory)

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INDEX OF FORMS

1. PROFORMA OF FORMS – GENERAL

S. No.	Details	FORM
i.	Form of Bid	A
ii.	Form of Bank Guarantee for Bid Security	B
iii.	Form of Performance Security (Guarantee) by Bank	C
iv.	Form of Agreement	D
v.	Deleted	E
vi.	Format for Affidavit to be submitted by bidder/tenderer	F
vii.	Application	G
viii.	Consortium Agreement/Memorandum Of Agreement	H
ix.	Bidder's Profile	I
x.	Bidder's Authorization Certificate	J
xi.	Format of Power of Attorney	K
xii.	Bank Details	L
xiii.	MANUFACTURER'S AUTHORIZATION FORM (MAF)	M
xiv.	FINANCIAL BID COVER LETTER & FORMATCOVER LETTER	N
xv.	CERTIFICATE OF CONFORMITY/ NO DEVIATION	O
xvi.	Black list Certificate	P
xvii.	MANUFACTURER'S DECLARATION FORM (MDF)	Q

2. PROFORMA OF FORMS – TECHNICAL & FINANCIAL

S. No.	Details	FORM
i.	Financial Data	T – I
ii.	Contractual Experience Record	T – II
iii.	Indemnity certificate and obligation/Compliance to be ensured by the Bidder	T – V(A) & V(B)
iv.	Compliance with the code of integrity and no conflict of interest	T – VI
v.	Declaration by bidders regarding qualifications	T – VII
vi.	Grievance Redressal during Procurement Process with Annexure	T – VIII



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FORM-A**FORM OF BID**

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

Name of Work: Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

To

**The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, Jaipur-302020**

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.

OR such other sum as may be ascertained in accordance with the said conditions. *

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract.
3. 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 Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
4. We have independently considered the amount shown Clause 8.5 of 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.
5. 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.
6. 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.
7. 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 or work related to the award and performance of this Contract. We further



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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.

8. 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.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. 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 authorised to sign Bids for and on behalf
of.....

Address.....

Witness - Signature.....

Name.....

Address.....

Occupation.....



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FORM-B
PAGE 1 of 2

FORM OF BANK GUARANTEE FOR BID SECURITY

(Ref: Clause 13.0 of "instructions to Bidders")

1. KNOW ALL MEN by these presents that we.....
(Name of Bank) having our registered office at.....
(Address and Name of country) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. ---
-----for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Bidder)(hereinafter called "the Bidder")
has submitted its Bid dated_____ for the "Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd." of Contract-----
----- of applicable Rail Corridor of Jaipur Metro Rail Corporation hereinafter called "the Bid".
AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. (-----Rupees) as Bid Security against the Bidder's offer as aforesaid.
AND WHEREAS_____ (Name and Address of the Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
 - b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
 - c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till..... (Date up to which Guarantee is valid i.e. 150 days from the last date of Bid submission.)
 - e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.



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FORM-B

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4. THE CONDITIONS OR THIS OBLIGATION ARE :

- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity :
 - i. Fails or refuses to furnish the Performance security in accordance with clause 27.0 of the "Instructions to Bidders" and/or
 - ii. Fails to commence the work as per terms And Conditions of Bid after issuance of LOA& letter to Commence.
 - iii. Fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the "Instructions to Bidders".

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of the Witness.....

Name of the Witness.....

Address of the Witness.....

Signature.....

Authorised Official of the Bank

Name of the Official.....

Designation.....

I.D. No.....

Stamp/Seal of the Bank.....



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

FORM-C
PAGE 1 of 3

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 27.0 of "Instructions to Bidders")

1. 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.
2. Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd." Contract for _____ Rail Corridor of Jaipur MRTS Project (hereinafter called "the contract") to M/s. _____ (Name of the Bidder) (hereinafter called "the Bidder").
3. AND WHEREAS the Bidder 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).
4. 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.
5. After the Bidder 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 Bidder 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 Bidder 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 damage resulting from any defects or shortcomings or debts of the Bidder. The bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder 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.



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

FORM-C
PAGE 2 of 2

6. 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 six months longer than the anticipated expiry date of Contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder 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 Para 5, above, 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 Bidder.
8. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Bidder.
9. The neglect or forbearance of the Employer in enforcement of payment of any money, 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.
10. The expressions "the Employer", "the Bank " and "the Bidder" 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 beings 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.....



[Handwritten signature]

Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

Name.....

Address.....

Witness 2.

Signature.....

Name.....

Address.....

Note:

1. This should be executed on Rajasthan stamped paper in accordance with the Rajasthan stamp act 1998.



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

FORM-D
PAGE 1 of 3

FORM OF AGREEMENT

(Refer Clause 26.0 of "Instructions to Bidders")

CONTRACT NO/NIB NO.: JMRC/O&S/S&T/NIB/2023-24/09

THIS AGREEMENT made on the ____ day of 2023 between Jaipur Metro Rail Corporation Limited, having their registered office at Registered office: Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur-302020 hereinafter "JMRC" which expression shall, and

hereinafter "Contractor",

WHEREAS the Contractor has offered a Bid for "Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd." and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

Both parties hereby agree 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& letter of commencement.
 - (b) General conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Special Specifications
 - (e) Notice Inviting Bid
 - (f) Bill of Quantities
 - (g) Form of Bid with Appendix
 - (h) Addendums, if any
 - (i) Other conditions agreed to and documented as listed below:
 - a) Bidder's Work Schedule as amended if required
 - b) (ii) Statement of deviations (if applicable)
 - c) (iii) Any other item as applicable

All of the foregoing documents, together with this Contract Agreement, as referred to herein as the Contract Documents also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the contractor will seek clarification from the JMRC, whose decision shall be final.



[Handwritten signature]

Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

FORM-D

PAGE 2 of 3

Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents to perform efficiently and faithfully all of the for "Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd." and in carrying out all duties and obligations imposed by the Contract Documents. The Contractor agrees to pay the amount and penalty specified, if any, to the JMRC at the rates and terms and in the manner set forth in the Contract Documents.

Clause 3 Obligation of the JMRC:

The JMRC agrees, subject to the terms and conditions of the Contract Documents, to provide unobstructed access wherever it is required for providing the Services as per the Scope of Work and terms and in the manner set forth in the Contract Documents.

Clause 4 Contract Price:

The JMRC / Contractor (as applicable) agrees to pay for the services under the Scope of this contract and the Contractor / JMRC (as applicable) agrees to accept the sums mentioned below, as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Clause 5 Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

JMRC:-

To

Executive Director (S&T),
Jaipur Metro Rail Corporation Limited,
3rd Floor, Admin Building,
Mansarovar Metro Depot,
Bhriku Path, Mansarovar, Jaipur-302020

CONTRACTOR:-

Clause 6 Obligation of tax law

Both the parties shall ensure full compliance with tax laws of India with regard to this contract and shall be responsible for the same. Either party shall keep the other party fully indemnified against his liability of tax, interest, penalty, etc. in respect thereof which may arise.



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

FORM-D
PAGE 3 of 3

Clause 7 Integration

The JMRC agrees that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 8 Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 9 Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 10 Jurisdiction of court

All claims, matters and disputes are subject to the exclusive jurisdiction of the Competent Courts in Jaipur only.

In WITNESS THEREOF, The parties have caused this Contract to be signed in their respective names as of the day and year first written above.

The JMRC
Jaipur Metro Rail Corporation Limited

The contractor

(.....)
WITNESS

(.....)
WITNESS

Note:

2. This should be executed on Rajasthan stamped paper in accordance with the Rajasthan stamp act 1998.



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

Form-F

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-The stamp paper has to be in the name of the tenderer)**

I (Name and designation)** appointed as the attorney / authorised signatory of the tenderer (including its constituents), M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No of Jaipur Metro, do hereby solemnly affirm and state on the Behalf of tenderer including its constituents as under:

1. I/We the tenderer(s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender document from Jaipur Metro website www.transport.rajasthan.gov.in/jmrc and printed the same. I/we have verified the contents of the printed document from the website and there is no addition, or deletion or no alteration to the contents of the tender document in case of any discrepancy noticed at the stage i.e.,; evaluation of tenders, execution of work or final payment of the contract, the master copy available with the JMRC administration shall be final and binding upon me/us.
4. I/we declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
I/we understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of tender EMD besides suspending of business for one year. Further, I/we..... (insert name of the tenderer)**and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/we also understand that if any of the certificates submitted by us are found to be false/forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract.



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION:

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

**The contents in italics are only for guidance purpose. Details as appropriate are to be fill-in suitably by tenderer. Attestation before Magistrate/ Notary Public.



Application

[On Company's Letter Head (each member in case of Consortium)]

To

**The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhriku Path, Jaipur-302020**

Sub: -Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.
NIB NO.:- JMRC/O&S/S&T/NIB/2023-24/09

Dear Sir,

1.0 We wish to confirm that our company/firm (delete as appropriate) has formed/intends (delete as appropriate) to form a consortium with _____ (member to insert names of all other members of the consortium) for the purpose associated with the Bid.

2.0 We understand that in the event of any information furnished by us found, even at a later date, to be incorrect or any material information having been suppressed, JMRC may take appropriate action as under: -

- i) Our name may be removed from the list of shortlisted applicants at any time during the Bid process or after award of the contract.
- ii) Any Bid submitted by us on the basis of short-listing may not be considered.
- iii) If any Bid from us is accepted and a contract awarded to us on the basis of our short listing, the Bid acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

[Member(s) who are not the lead member of the consortium should add the following paragraph]

- 3.0 The consortium is led by _____ (member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of applying for this Bid.

[Member who is the lead member of the consortium should add the following paragraph]

- 4.0 In this consortium we act as lead member and for the purposes of applying for the NIB No. JMRC/O&S/S&T/NIB/2023-24/09, represent the consortium.

Signature of Agency (Authorised Signatory)



Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

NIB NO.:- JMRC/O&S/S&T/NIB/2022-23/09

5.0 In the event of our consortium is awarded the Contract we agree that we will be jointly (with other members of our consortium) and severally liable to Jaipur Metro Rail Corporation Limited. (JMRC), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between JMRC and our consortium.

6.0 Equity shareholding of constituent members of the consortium is as under –

S/N	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (whether Lead Member/Member)
1			
2			
3			

Yours faithfully,

Signature of Authorized Signatory _____

Name of Authorized Signatory _____



Signature of Agency (Authorised Signatory)

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

This Consortium Agreement/Memorandum of Agreement is executed at Jaipur on this _____ day of _____, 2023.

BETWEEN / AMONG

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the 'Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

[AND

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the 'Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

Whereas Jaipur Metro Rail Corporation Limited (hereinafter referred to as 'JMRC') has invited NIB No. JMRC/O&S/S&T/NIB/2023-24/09 for Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd. AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms in writing.

Now This Consortium Agreement/Memorandum of Agreement Hereby Witnesses:

1. That in the premises contained herein, the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences

Signature of Agency (Authorised Signatory)



and financial resources, have formed themselves into a Consortium to participate in this JMRC's bid.

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by JMRC for the bid.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with JMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Bid.
4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member _____ shall have ____per cent (____%) of share holding with reference to the Consortium for this specified project.
 - (ii) The Participant Member _____ shall have ____ (____%) of share holding with reference to the Consortium for this specified project.
 - (iii) [The Participant Member _____ shall have ____ (____%) of share holding with reference to the Consortium for this specified project.]
5. That in order to fulfill the requirement of the bid process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
6. That in case to meet the requirements of bid or any other stipulations of JMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution of this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of JMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

Signature of Agency (Authorised Signatory)



NIB NO.:- JMRC/O&S/S&T/NIB/2022-23/09

1. (_____)
Authorized Signatory
(_____)
For (Name of company)
2. (_____)
Authorized Signatory
(_____)
For (Name of company)
3. (_____)
Authorized Signatory
(_____)
For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.



Signature of Agency (Authorised Signatory)

Comprehensive Annual Maintenance Contract for 3 years for UPS System installed at 9 metro stations & OCC under S&T(O&S) of Jaipur Metro Rail Corporation Ltd.

NIB NO.:- JMRC/O&S/S&T/NIB/2022-23/09

FORM-I

BIDDER'S PROFILE

1.	Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Details of Contact person (Name, designation, address etc.) Telephone Number, Fax Number, e-mail	
4.	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the Company	
5.	Is the firm registered with sales tax department? If Yes, submit valid sales tax registration certificate.	
6.	Number of offices in Rajasthan and in India	
7.	Authorized Signatory	
8.	GSTIN Number with enclosed certificate	
9.	PAN Details with copy of PAN Card	
10.	<p>Details of court litigations, including (but not limited to) –</p> <p>Have you filed any claim against any Company / Institutions / PSU/JMRC for such type of project? If so, give details like case no., court dispute involved and present status.</p> <p>Has any Company/ Institution / PSU/JMRC filed any claim/case against you, if so, furnish full details.</p> <p>Has any of your customer or clients filed any case against you in a court? If so, furnish details.</p>	



Signature of Agency (Authorised Signatory)

Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

**The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, 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.JMRC/O&S/S&T/NIB/2023-24/09.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:



Signature of Agency (Authorised Signatory)

FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we,
(Name of the Bidder firm), having our registered office
at..... do hereby
irrevocably constitute, nominate, appoint and authorize
Mr./Ms..... son / daughter of
Shri.....and
presently residing at, who is
presently employed with us and holding the position of
....., as our true and
lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on
our behalf, all such acts, deeds and things as are necessary or required in
connection with or incidental to submission of our Bid for Comprehensive Annual
Maintenance Contract for 3 years for UPS System installed at 9 metro stations &
OCC under S&T(O&S) of Jaipur Metro Rail Corporation
Ltd.(JMRC/O&S/S&T/NIB/2023-24/09)including but not limited to signing and
submission of all applications, Bids and other documents and writings, participate
in Bidders and other conferences and providing information / responses to the
Authority, representing us in all matters before the Authority, signing and
execution of all contracts including the Contract Agreement

and undertakings consequent to acceptance of our Bid, and generally dealing
with the Authority in all matters in connection with or relating to or arising out of
our Bid for the said Project and/or upon award thereof to us and/or till the
entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all
acts, deeds and things done or caused to be done by our said Attorney pursuant
to and in exercise of the powers conferred by this Power of Attorney and that all
acts, deeds and things done by our said Attorney in exercise of the powers hereby
conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE
ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS DAY OF 2023.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

Signature of Agency (Authorised Signatory)



NIB NO.:- JMRC/O&S/S&T/NIB/2022-23/09

1. -----

2. -----

Note:

3. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
4. **This should be executed on non-judicial stamped paper of Rs. 100 stamped in accordance with the stamp act.**



Signature of Agency (Authorised Signatory)

BANK DETAILS

Beneficiary Name:

Beneficiary Address:

Line 1	
Line 2	
District/ City	State UT
Pin Code	Tele/Fax
Mobile Alert	
1	
2	

Bank Details:

Bank Name	
Branch Address	
Beneficiary A/C No:	
Beneficiary A/C Type:	Saving/ Current
Beneficiary A/C Name:	
9 Digit Branch MICR Code:	
IFSC Code of Branch:	

**Stamp & Signature of Authorize
Authorized Signatory of Bidder.**

**Stamp & Signature of
Signatory of bank.**



Signature of Agency (Authorised Signatory)

MANUFACTURER'S AUTHORIZATION FORM (MAF) (to be filled by the OEMs)
(Indicative Format)

To,
The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, Jaipur-302020

Subject : Issue of the Manufacturer's Authorization Form (MAF)
Reference: NIB No. JMRC/O&S/S&T/NIB/2023-24/09

Sir,
We (name and address of the OEM) who are established and reputed original equipment manufacturers (OEMs) having factories at (addresses of manufacturing location) do hereby authorize (M/s _____) who is our (Distributor/Channel Partner/Retailers/Others <please specify>) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/Software/NMS manufactured by us:

(OEM will mention the details of all the proposed product(s) with their make and model.

We undertake to provide OEM Warranty and Technical Support for the offered Hardware/ Software/NMS as mentioned in scope of work for the period of CMAC.

We hereby confirm that the offered Hardware/ Software/NMS, as mentioned above, is complying to the respective technical specification mentioned in RFP.

We hereby confirm that the offered Hardware/Software/NMS is not likely to be declared as End-of-Service/ Support within next Three Years from the date of bid submission.

Yours faithfully,
For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)
Name, Designation & Contact No.
Address: _____
Seal:



Signature of Agency (Authorised Signatory)

FINANCIAL BID COVER LETTER & FORMAT COVER LETTER (to be submitted by the bidder on his Letter head)

To,
The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhriku Path, Jaipur-302020

Reference: NIB No.:- JMRC/O&S/S&T/NIB/2023-24/09

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOQ).

I/We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.

I/We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I/ We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

Signature of Agency (Authorised Signatory)



CERTIFICATE OF CONFORMITY/ NO DEVIATION (to be filled by the bidder)

To,
The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, Jaipur-302020

CERTIFICATE

This is to certify that, the specifications of Hardware & Software 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 / 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:-

Authorised Signatory:

Seal of the Organization:-

Date:

Place: ♦



Signature of Agency (Authorised Signatory)

BLACK LIST CERTIFICATE (to be filled by the bidder)

To,
The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, Jaipur-302020

CERTIFICATE

We certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2023 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory



Signature of Agency (Authorised Signatory)

MANUFACTURER'S DECLARATION FORM (MDF) (to be filled by the OEMs)
(Indicative Format)

To,
The Executive Director (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhriugu Path, Jaipur-302020

Subject : Issue of MANUFACTURER'S DECLARATION FORM (MDF)
Reference: NIB No. JMRC/O&S/S&T/NIB/2023-24/09

Sir,

We (name and address of the OEM) who are established and reputed original equipment manufacturers (OEMs) having factories at (addresses of manufacturing location) do hereby authorize (M/s _____) who is our (Distributor/Channel Partner/Retailers/Others <please specify>) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following NMS Software license by us:

(OEM will mention the details of proposed NMS Software with their make, version and model.

Any hardware failure OR same software/application installation in other hardware, the above license should work. In case it won't work then OEM will support JMRC for license installation in the UPS NMS hardware.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.

Address: _____

Seal:



Signature of Agency (Authorised Signatory)

FINANCIAL DATA

[Refer Clause 1.3 (c) of NIB]

Average Annual Turnover during the period 2020-21, 2021-22 and 2022-23

(To be executed on company letter head- self attested and notarized)

The average turnover of M/s (Name of the firm/company) and address for the last three financial years are given below and certified that the statement is true and correct as per the book of records of the above mentioned firm.

S. No	Description	Year 2020-2021 (Rs. in Crore)	Year 2021-2022 (Rs. in Crore)	Year 2022-2023 (Rs. in Crore)
1	2	3	4	5
1	Total turnover (Rs. in Crore)			
2	Average Annual Turnover (Rs. in Crore)			

[Note: Turnover for the financial year 2022-23 can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document. In any case three consecutive financial years turnover will be considered]

Registration No. Of Chartered Accountant/Firm shall be mentioned here.....

Date
Auditor/seal

Signature of the Bidder

Signature of the

Chartered

Accountant

(Name

and

address).....

Telephone Number.....

Mobile Number.....



Signature of Agency (Authorised Signatory)

CONTRACTUAL EXPERIENCE RECORD

(Refer Clause 1.3 (b) of NIB)

1. Total number of years of experience in completion of Contract related to experience in the field of service and maintenance of UPS of 30 KVA or above in Railways, Metros/ Government Ministries/ Departments/ PSUs/Private.
2. Details of contractual experience in completion in the field of service and maintenance of UPS of 30 KVA or above in Railways, Metros/ Government Ministries/ Departments/ PSUs/Private.

S. No.	Date of AMC of UPS of 30 KVA or above	Date of completion of contract (including time extension)	Order No. & Date	Details of work handled	Work order of Value in INR	Amount of Work Executed
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Notes:

- (a) Details shall be submitted in above Performa only.
- (b) The details of work including the cost of the work and date of completion etc. should be supported by self attested copies of each client's work completion certificates issued by the officer not below the rank of Executive Engineer or equivalent in case of central/state Govt. and PSU's.
- (c) Additional pages may be attached if required.
- (d) All the pages must be signed by the authorized signatory of the Bidder.



Signature of Agency (Authorised Signatory)

Detected



Signature of Agency (Authorised Signatory)

INDEMNITY

(To be filled by Bidder)

I on behalf of M/s.....hereby agree and undertake that:

- i) I have understood all the safety rules and procedures and all staff working on behalf of M/s.....will abide by all safety rules and procedures.
- ii) I declare that M/s.....will be responsible for any safety violation/accident etc. and Jaipur Metro Rail Corporation will not be responsible in case of any accident and will not compensate my staff financially or otherwise.
- iii) I declare that M/s shall bear all responsibility and liability regarding all types of claims raised by the staff deputed by me. Further, after completion of contract M/s. shall withdraw all staff from the site without any claim to compensation or employment whatsoever from Jaipur Metro Rail Corporation.

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

.....
Name of Indemnifier

.....
Signature of Indemnifier

Stamp/seal of the Indemnifier / Bidder



Signature of Agency (Authorised Signatory)

INDEMNITY

(To be filled by Bidder staff individually)

I,hereby agree and undertake that:

- i) I have understood all the safety rules and procedures and I will abide by all safety rules and procedures.
- ii) I understand that my employer M/s. shall bear all responsibility and liability regarding all types of claims raised by me and I will not claim any compensation or employment whatsoever from Jaipur Metro Rail Corporation.

.....
Name of Indemnifier

.....
Signature of Indemnifier

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER



Signature of Agency (Authorised Signatory)

(Refer clause 29.0 of ITB)

Compliance with the Code of Integrity and No Conflict of interest

I, on behalf of M/s. declare that I have understood and submit my compliance to the following provisions of RTPPR, 2013

"Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in
Exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with 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 Entry 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.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a) Have controlling partners/ shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have same legal representative for purposes of the Bid; or

Signature of Agency (Authorised Signatory)



NIB NO.:- JMRC/O&S/S&T/NIB/2022-23/09

- 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 sub Bidder, 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."

Date:

Place:

Signature of bidder

Name:

Designation:

Address:



Signature of Agency (Authorised Signatory)

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.....for procurement of in response to their Notice Inviting Bids No..... Dated.....I/we hereby declares under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Place:

Signature of bidder

Name:

Designation:

Address:



Signature of Agency (Authorised Signatory)

(Refer clause 30.0 of ITB)

Grievance/ Redressal during Procurement Process

The designation and address of the **First Appellate Authority** is **Director (O&S), Jaipur Metro Rail Corporation, Jaipur.**

The designation and address of the **Second Appellate Authority** is **Managing Director, Jaipur Metro Rail Corporation, Jaipur.**

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 issues 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.

- (1) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it or within thirty days from the date of the appeal.
- (2) If the office 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. ♦

(3) 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

Signature of Agency (Authorised Signatory)



(4) 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 authorised representative.

(5) 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.

(6) 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.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:



Signature of Agency (Authorised Signatory)

Annexure to FORM-T-VIII

(Refer clause 30.0 of ITB)

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
 - (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).

Prayer.....
.....
.....

Place

Date

Appellant's Signature

Signature of Agency (Authorised Signatory)



VOLUME-2

(General Conditions of Contract (G.C.C.))

GCC (Available on JMRC official website under the head 'Tenders')



Signature of Agency (Authorised Signatory)

VOLUME-3

(Bill of Quantities)



Signature of Agency (Authorised Signatory)

NIB NO.:- JMRC/O&S/S&T/NIB/2022-23/09

[illegible]

Note:

- a. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST will be reckoned on the base of material supplied date to JMRC.
- b. Advance Payment will not be made. The payment based on BOQ would be payable after completion of work and invoice generate by contractor.
- c. The Criteria of evaluation shall be suitable L1 for the Total rate quoted in BOQ.
- d. 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.

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

Signature of Agency (Authorised Signatory)

