



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED**General Manager (Civil)****(Directorate of Operations & Systems)**Room No. 309, 3rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020

Tel. No. 07728895314 (Civil) & 5192401 (F), E-mail-gmcivil@jaipurmetrorail.in

NIB No.:19R/NIB/JMRC/O&S/Civil/AMC-RS/2017-18

Date: 30.08.2017

NOTICE INVITING BID (NIB) FOR OPEN BID RATE CONTRACT**1.0 GENERAL:**

- Jaipur Metro Rail Corporation invites sealed Bids from interested potential bidders for **“Repair and Maintenance of rolling shutter gates installed at various station buildings of Jaipur Metro (Mansarovar to Chandpole).”** through Open Competitive Bidding procedure as per scope of work, terms and conditions mentioned in Annexure –A & B and as per specification mentioned in BOQ (Annexure-C).
- The complete bid document can be downloaded from the State Public Procurement Portal <http://www.sppp.rajasthan.gov.in> and JMRCs website <http://transport.rajasthan.gov.in/jmrc> and interested bidders will have to submit their bids in sealed envelopes both for technical and financial proposal.
- Signed, stamped and sealed bids should reach in the office of Office of General Manager – Civil, Room no. 309, 3rd Floor, Admin building, Mansarovar Metro Train Depot, Bhriгу Path, Mansarovar, Jaipur 302020, Cont.No.7728895314 by 25.09.2017 at 15:00 Hours positively. Offers received after due date and time will not be entertained.
- Bids will be opened on due date mentioned above at 15:30 hrs.

1.1 The key details of the NIB are as follows:

(a)	Name of Work and NIB No.	“Repair and Maintenance of rolling shutter gates installed at various station buildings of Jaipur Metro (Mansarovar to Chandpole).” NIB No.:19R/NIB/JMRC/O&S/Civil/AMC-RS/2017-18
(b)	Estimated procurement cost	INR 04.82 Lacs (For 01 Year)
(c)	Cost of Bid Form (Non-Refundable)	For participating in the bid, the bidder has to pay cost of bid form as below:- (a) Cost of Bid Form:- Rs 500+GST@18%=Rs 590/- (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited)
(d)	Bid Security Deposit	Amount (INR): 02% (Rs 9,640/-) of Estimated Procurement Cost. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited)
(e)	Website for downloading Bid Document, Corrigendum's, Addendums and updates etc.	Website:- http://www.sppp.rajasthan.gov.in http:// transport.rajasthan.gov.in/jmrc
(f)	Bid Publishing Date on SPPP Portal and JMRC Website.	Date:- 30.08.2017 Time:- 17:00 Hrs
(g)	Bid Submission Period	From: Date: 11.09.2017 to 11:00 Hrs Time:- 25.09.2017 to 15:00 Hrs
(h)	Bid Opening Date and Time Venue:-	Date:- 25.09.2017_ at 15:05 Hrs Venue:- O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:-Room No. 309, 3 rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020.
(i)	Bid Validity	90 days from the bid submission dead line.
(j)	Stipulated Date of Commencement of Work	On the date of issue of “Letter of Acceptance (LOA)” OR as per the directions contained in the LOA.
(k)	Period of Completion of Work	01 Year from the stipulated date of commencement.

1.2 POINTS TO BE NOTED:-

- (a) Bidder (authorized signatory) shall submit their Bid in sealed envelope both for technical and financial proposals.
- (b) In case, any of the bidders fails to pay the cost of Bid form and Bid Security to JMRC, its Bid shall not be considered and shall be rejected.
- (c) JMRC will not be responsible for delay in Bid submission due to any reason.
- (d) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- (e) Conditional Bid shall be summarily rejected by JMRC.
- (f) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until formal contract is signed and executed between the procuring entity and the successful bidder.
- (g) All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Form-C and /or minor deviation without quoting the cost of withdrawal shall be considered as non responsive and shall be summarily rejected.
- (h) Any Bid received with unattested cutting/ overwriting in rates shall be rejected.
- (i) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only for the help the bidders to prepare a logical bid-proposal.
- (j) The provisions of RTPP Act 2012 and RTPPR-2013 Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPPR-2013 Rules thereto, the later shall prevail.
- (k) Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. Approved GCC is uploaded and available on the JMRC website, by signing the Bid Document, firm agrees to accept the GCC. While framing the contract with the successful Bidder, the bidder shall sign the complete GCC document and submit it to the JMRC.

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

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1. ANNEXURE – GENERAL (Items (vi) & (vii) applicable only for successful bidders)

S.No.	Various Annexures	Annexure
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ii.	Terms and Conditions of the Contract	B
iii.	Bill of Quantity (BoQ)	C
iv.	Compliance with the code of integrity and no conflict of interest.	A1
v.	Declaration by bidders regarding qualifications	B1
vi	Grievance Redressal during Procurement Process	C1
vii	Certificate By Bidder with Each Bill.	X

2. PROFORMA OF FORMS – GENERAL (Items (iii) & (iv) applicable only for successful bidders)

S.No	Details	FORM
i.	Form of Bid	A
ii.	Performa for Statement of Deviations	C
iii.	Form of Performance Security (Guarantee) by Bank	D
iv.	Form of Agreement	E
v.	Indemnity certificate by the Bidder.	F

NOTE:- Form-B is deleted and not forms part of this contract.

1.0 SCOPE OF WORK AND SITE CONDITIONS

1.1 The scope of work includes checking the performance of Rolling Shutter Gates installed at Metro Stations (Mansarovar-Chandpole) of Jaipur Metro and submitting a report after every visit.

1.2 Scope of work shall include:

(a) Unit check up and general repair and maintenance such as oiling/greasing of mechanical parts & ensure of satisfactory functioning of rolling shutter gates. If required, replacement of defective parts, as per the complaint during the contract period. The replaced defective parts are to be hand-over to JMRC within 07 Days of repair work carried out at site. The unit check up and general repair and maintenance is required to be reported to JMRC fortnightly as per the directions of Engineer-In-Charge/Supervisor of JMRC.

(b) The rolling shutter gates installed at ground level of metro stations are as below:-

S.N	Location (G.L) (MSOR-CDPE)	Approx. Size (B x H)
01	At Entry/Exit	5.76m x 3m
02	Lift Lobby	2.42m x 3.76m

1.3 In case of any complaint/ breakdown/fault in rolling shutter gate, the firm has to attend the fault within 06 hours of reporting on phone/Email/SMS etc. failing which will invite a penalty as follows:

(a) Attending to complaint between 06 hours — 24 hours of intimation- Rs. 50/- per hour.

(b) Attending to complaint between 24 Hours to 02 days of intimation- Rs. 500/- per day

(c) Attending to complaint beyond 02 days - Rs. 1000/- per day

1.4 The contract is for preventive as well as for break down maintenance and includes (If required) repair, maintenance and replacement of the parts as per the BoQ/Specification of Item during the contract period as per the directions of Engineer-In-Charge.

1.5 The Defect Liability Period (DLP) for the work i.e replacement against the new parts of rolling shutter shall be for the 06 Months from the date of installation/replacement.

1.6 Bidders are to carry out their self assessment in respect of their capacity in terms of manpower, machine, material and finance. The Bidder is to consider + ve or - ve in the annual value or work to be executed to the extent of 50% (rounded off to next higher whole number) and should be able to take up additional similar work at short notice at the accepted rate for which he is to indicate his additional resources. Similarly the scope of work may also be reduced on account of poor performance and bidder shall have no right for any claims due to reduction in scope of work.



2.0 TERMS AND CONDITIONS OF THE CONTRACT

- 2.1 The JMRC reserves the right to accept or reject any or all bids without assigning any reasons.
- 2.2 The rates to be quoted for the period of one year (365 Days). The period of work may be further extended up to 06 months based on the performance of preceding year with mutual consent of contractor and JMRC on the same terms and conditions of contract.
- 2.3 Fortnightly visits are mandatory during the contract period of one year and additional visit as and when required, due to complaint reported by JMRC for the rolling shutter gates on phone/Email/SMS etc.
- 2.4 No payment in advance shall be considered. Payment will be made on actual work done basis as per BoQ after satisfactory services report by the JMRC's nominated staff. No extra charges will be paid for attending the complaint.
- 2.5 The repair of rolling shutter gates should be done as per schedule/ directions of Engineer-In-Charge, failing which JMRC reserves the right to get any other means to repair the rolling shutter gates and the cost if any in such cases will be recovered from firm.
- 2.6 The agency shall be responsible for clearing the site after completion of work and handing over of all the works, as specified and directed by Engineer-In-Charge.
- 2.7 The damage caused to properties of JAIPUR METRO RAIL CORPORATION LTD. if any, during execution of above work shall be rectified by the bidder at his cost failing which the cost of rectification shall be recovered at market cost of such items from any R/A Bill / Final Bill of the bidder.
- 2.8 The work is required to be carried out with all safety precautions.
- 2.9 Bidders are requested to quote their most competitive rates in "Bill of Quantities" given at Annexure "C".
- 2.10 **BID PRICE:-**
 - a) Unless explicitly stated otherwise in the Bid Documents, the bidders shall be responsible for the whole works, based on the instructions issued by the competent authority and payment shall be as per accepted rates based on the items carried out as per the work orders issued by the competent authority as and when required.
 - b) The rate quoted by the Bidder is inclusive of all duties, taxes, fees, octroi and other levies, materials, labour, transportation etc.
- 2.11 No bidder shall be allowed to revise its original price.
- 2.12 The validity of the bid should be 90 days from the last date of the submission.
- 2.13 Before quoting the rate, contractor may visit the site to judge the scope of work and site conditions.
- 2.14 The bids/offers shall not include any conditions whatsoever. In case, any conditions are included in the bid the same may not be taken into consideration. The offers in such cases are liable to be rejected. Clarification, if any, shall be obtained in writing from the Bid inviting authority before submission of the bid.
- 2.15 Incomplete and unsigned bids are liable to be rejected.
- 2.16 At the end of the contract period, all the rolling shutter gates will be handed over as functional rolling shutter gates to JMRC.
- 2.17 The contractor has to maintain a register for the periodical inspections, which have to be signed by representative of the JMRC. The contractor should depute only qualified/experienced technicians for carrying out the preventive maintenance work.



- 2.18 The contract shall be for one year and the JMRC reserves the right to enter into contract for another year on the same terms and conditions depending on the services rendered by the contractor and mutual consent of the firm.
- 2.19 The contract shall be in force for the period of one year from the date as mentioned in the award letter.
- 2.20 **Eligibility/Qualification:-**
- (a) Cost of Bid Form as per Clause 1.1 (c) and Bid Security Deposit as per Clause 1.1 (d) in original to JMRC before the due date and time for the bid submission as per Clause 1.1 (g) of Bid Document.
 - (b) The Bidder shall submit his bid in a sealed envelope containing all necessary documents such as GST Registration No./Firm registration certificate in Govt. departments with duly stamped & signed bid document, BOQ and Forms and Annexure.
- 2.21 No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids. Postal delay or loss of bid in transit will not be the responsibility of Jaipur Metro Rail Corporation.
- 2.22 The Bid/Offer to be addressed to GM(Civil), JMRC, 309-3rd Floor, Admin Building, Metro Maintenance Depot, Near Ganga Jamuna Petrol Pump, Mansarovar, Jaipur-302020,
Tel.No.0141-5153709 (O), gmcivil@jaipurmetrorail.in

3.0 AWARD CRITERIA

- 3.1 The Employer will award, the Contract to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents and **whose evaluated bid price is determined to be lowest.**
- 3.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- 3.3 In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the least rates shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.

4.0 SIGNING OF AGREEMENT

- 4.1 The Employer shall prepare the Agreement in the Performa (Form-E) 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 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 Employer and the Bidder through their authorized signatories will be supplied by the Employer to the Bidder.

- 4.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 15 days from the date of issue of the Letter of Acceptance:
- a. Performance Guarantee
 - b. Power of Attorney (If Applicable)

5.0 PERFORMANCE SECURITY

- 5.1 The successful bidder shall furnish to the Employer a performance security in the form of a BG/FDR/BC or DD in the name of "Jaipur Metro Rail Corporation Limited" for an equal amount of 10% of the Contract Price, in accordance with Clause 4.2 of the General Conditions of Contract. **The validity shall be six months beyond expiry of contract.** The Bank Guarantee/FDR has to be from a scheduled Commercial Bank based in India and the Form of Performance Security (Form-D) provided in the Bid Document shall be used. The Performance Security shall be furnished within the time limit specified in Clause 4.1
- 5.2 Alternatively, on request application of option for deduction of performance security of successful Bidder, Employer may allow the Bidder to submit the performance security amount (i.e equal to 10% of contract price) in form of deduction from his each running and final Bill @ 10% of amount of Bill, till the total amount of performance security is deposited.
- 5.3 Failure of the successful bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the bid security.

6.0 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 then the LOA shall be cancelled and the Bid Security shall be forfeited.

7.0 Minimum Wages Act:-

The bidder shall comply with all the provisions of the Minimum Wages Act, 1948, The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act 1996 and Contract Labour (Regulation and Abolition) Act, 1970, EPF act, ESI Act etc as applicable and amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought into force from time to time.



Bill of Quantities

Annexure-C

Name of Work:- Repair and Maintenance of Rolling shutter gates installed at various station buildings of Jaipur Metro (Mansarovar to Chandpole). NIB No.:19R/NIB/JMRC/O&S/Civil/AMC-RS/2016-17

SCHEDULE PART-A;RAJASTHAN PWD BSR-2016 ITEMS

S.NO	Item NO.	Item/Description of item	Unit	Quantity	Rate (Rs.P)	Amount (Rs.P)
SCHEDULE-A		SUPPLY OF MATERIAL AS PER CHAPTER G-3: BASIC RATE OF MATERIALS				
1	973	Rolling shutter made of 80x1.25 mm machine rolled laths	Sqm	76.18	1345.00	102466.40
2	974	Top cover for rolling shutters.	Metre	24.525	600.00	14715.00
3	976	Ball bearing for rolling shutters	Each	50.00	375.00	18750.00
TOTAL OF SCHEDULE-A PWD BSR-2016 ITEMS						1,35,931.40
Tender Premium Quoted on SCHEDULE PART-A (SCHEDULE-A) (% Above/Below)						
Total Quoted Amount for the Schedule-Part-A; Rajasthan PWD BSR-2016 Items (Rs.P)						

SCHEDULE PART-B NBSR ITEMS

S.No	NBSR Items	Details of Work Items	Unit	Quantity	Rate (Rs.P)	Amount (Rs.P)
4	NBSR	Providing Heavy Duty Gear Box (operated from one side) for Rolling Shutters as per directions of Engineer-In-Charge.	Each	15.00		
5	NBSR	Providing Heavy Duty Gear Box (operated from both sides) for Rolling Shutters as per directions of Engineer-In-Charge.	Each	15.00		
6	NBSR	Providing Heavy Duty Roller & Gear set for Rolling Shutters as per directions of Engineer-In-Charge.	Each	20.00		
7	NBSR	Supply of 45.00 cm long wire spring grade no 2 for rolling shutters as per directions of Engineer-In-Charge.	Each	80.00		
8	NBSR	Supply of Mild Steel Pipes steel, grating , Strip/Slat Hangers (PARANDA) [connected with top slate at one end and Shaft (Drum) at other end] and grills made of angles, tees, square bars, flats,Channels,end locks (Chidiya) or black pipe and fitting accessories etc as per directions of Engineer-In-Charge.	KG	550.00		
9	NBSR	Labour Charges:- Repair and Maintenance of Rolling Shutter at site including fabrication,welding, scaffolding and consumables for the work which do not require dismantling of rolling shutter. (i.e Replacement of Laths, Slat Hangers (PARANDA) etc.) as per directions of Engineer-In-Charge. (Cost of Material shall be paid seperately)	Each Shutter	25.00		
10	NBSR	Labour Charges:- Repair and Maintenance of Rolling Shutter at site including fabrication, welding, scaffolding and consumables for the work which require dismantling of rolling shutter. (i.e Replacement of Spring, Shaft,End locks (Chidiya) etc.) as per directions of Engineer-In-Charge. (Cost of Material shall be paid seperately)	Each Shutter	25.00		
11	NBSR	Providing fitter proficient in rolling shutter repair works for general repair and maintenance of rolling shutter gates. The scope of work shall include oiling, greasing, welding/fabrication etc to make the rolling shutter serviceable with minor repairs etc with Tools and Plants etc as per the directions of Engineer-In-Charge.	Per Day	140.00		
TOTAL AMOUNT OF SCHEDULE PART-B NBSR ITEMS (Rs.P)						
TOTAL QUOTED AMOUNT FOR SCHEDULE-PART-A & SCHEDULE-PART-B; AMOUNT (Rs.P)						
TOTAL COST OF WORK (IN WORDS):-						

Signature & Stamp
Authorized Signatory of Bidder

General Manager (Civil)
JMRC, Jaipur.

Signature of Agency (Authorized Signatory)

GM (Civil), JMRC

Annexure A1: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:-

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

Conflict of Interest:-

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

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



Annexure B1: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C1: Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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



FORM No. 1

[See rule 83]

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

Appeal No of

Before the(First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:
(Supported by an affidavit).

7. Prayer:.....

Place.....

Date

Appellant's Signature



Signature of Bidder (Authorized Signatory)

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GM (Civil), JMRC

CERTIFICATE BY BIDDER

"Repair and Maintenance of rolling shutter gates installed at various station buildings of Jaipur Metro (Mansarovar to Chandpole)."

Name of Contractor :

Period: FromTo.....

1. In Compliance to the provision of the Minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us, I/We hereby declare that the labour engaged be me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, JMRC is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour/labours.
2. Certified that all valid insurance policies as per GCC clauses are available.
3. Certified that the EPF Act 1952 the Minimum Wages act, 1948, ESI Act, Contract Labour Act, 1971, Factories, Act, 1948, have been fully complied with me/us.
4. The payment has been done as per Minimum Wages Act, 1948 (As per latest notification).

Signature of Bidder with Seal

Signature of Bidder (Authorized Signatory)

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GM (Civil), JMRC

FORM OF BID

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

Name of Work:- As in the NIB clause No. 1.1 (a)

To

General Manager (Civil), Jaipur Metro Rail Corporation Ltd.

Address:-Room No. 309, 3rd floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020.

1. Having visited the site and examined the General Conditions of Contract as well as all the Conditions of Bid Document, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum as mentioned in the BOQ foror such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works on the date of issue of the Letter of Award or as per the directions contained in the LOA; to complete the whole of the Works comprised in the Contract.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
5. 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.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.

Signature of Bidder (Authorized Signatory)

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9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2017

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation

Signature of Bidder (Authorized Signatory)

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APPENDIX TO THE FORM OF BID

S.No	Details	Clause No.	Condition of Contract
I	Amount of Performance Security	4.2 of General Conditions of Contract	10 percent of the Contract Price
II	Minimum amount of Third Party Insurance	15.3 of General Conditions of Contract	Rs. 0.5 lakh for any one incident, with no of incidents unlimited.
III	Period for commencement of work from the date of issue of work orders	1.1(l) of Bid Document	On the date of Issue of LOA OR as per the directions contained in LOA.
IV	Contract Period from the date of commencement of work	1.1 (m) of Bid Document	One Year
V	Penalty for Non completion of work or poor quality or work	Applicable Clauses of General Conditions of Contract (GCC)	10% of the cost of the work as per LOA.
VI	Penalty for violating the safety norms or for causing any accident or causing any interference in Train operation due to his work		Shall be levied as worked out by the JMRC. In addition to this necessary legal actions can be also taken as per the statutory Rules & Laws applicable.

Signature of authorized

Signatory on behalf of Bidder

Signature of Bidder (Authorized Signatory)

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PROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from the requirements of the Bid.

S.No.	Bid Clause	Deviations	Remarks (including justification)	Price adjustment for the withdrawal of each deviations

Signature & Stamp of Bidder



The following are the particulars of deviations from the requirements of the Bid Specifications:

S.No.	Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each deviation/s

- 1) We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
- 2) We hereby confirm that all implicit and explicit deviations, comments and remarks mentioned elsewhere in our proposal shall be treated as Null and Void and stand withdrawn.
- 3) We hereby confirm that but for the deviation noted here, our offer is fully and truly compliant.

Signature and Seal of Bidder

Note:- Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the bidder has not proposed any deviations from bid documents and will provide all equipments as specifications.



Signature of Bidder (Authorized Signatory)

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FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

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 "**Repair and Maintenance of rolling shutter gates installed at various station buildings of Jaipur Metro (Mansarovar to Chandpole).**" Contract for _____ Rail Corridor of Jaipur Metro Rail Corporation (hereinafter called "the contract") to M/s _____ (Name of the Bidder) (Type of 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 damages 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.
6. This Guarantee is valid for a period of 18 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.



Signature of Bidder (Authorized Signatory)

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9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
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) _____ 2017 being herewith duly authorized.

For and on behalf of the Bank.

Signature of authorized Bank official

Name :

Designation :

I.D. No. :

Stamp/Seal of the Bank :

Signed, sealed and delivered

for and on behalf of the Bank

by the above named _____

In the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Signature of Bidder (Authorized Signatory)

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AGREEMENT

This Agreement is made on the _____ day of _____ 2017 between Jaipur Metro Rail Corporation Limited, Udyog Bhavan, C- Scheme Jaipur-302005 hereinafter called "the Employer" of the one part and Landscape India, M-377, Sanjay Nagar, Ghaziabad-U.P-201002, Shanti Path, Tilak Nagar, Jaipur hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that certain Works should be executed, viz "**Repair and Maintenance of rolling shutter gates installed at various station buildings of Jaipur Metro (Mansarovar to Chandpole).**" hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of defects therein.


This agreement is signed between _____ Name & Post _____ (for and on behalf of the employer) and _____ Name & Post _____ (for and on behalf of the contractor)

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance.
 - (b) Bill of Quantities.
 - (c) Addendums, if any
 - (d) Bid Document.
 - (e) Form of Bid with Appendix.
 - (f) General Conditions of Contract
 - (g) Other Conditions agreed to and documented as listed below:
 - i. Bidder's Work Schedule as amended if required.
 - ii. Statement of deviations (If applicable)
 - iii. Any other item as applicable.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works within 365 days and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of Rs _____/- (Rupees _____ Only) being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Signature of Bidder (Authorized Signatory)

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5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

The staff/ labour recruited by the Contractor for **“Repair and Maintenance of rolling shutter gates installed at various station buildings of Jaipur Metro (Mansarovar to Chandpole).”** will be the sole responsibility of the Contractor and Jaipur Metro Rail Corporation will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in Jaipur Metro Rail Corporation.

6. JURISDICTION OF COURT

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

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

For and on behalf of the
Contractor

Signature of the authorized
official

Name of the official

Stamp/Seal of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Name of the official

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

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

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

Signature of Bidder (Authorized Signatory)

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INDEMNITY
(To be filled by Bidder)

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

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

.....
Name of Indemnifier

.....
Signature of Indemnifier

Stamp/seal of the Indemnifier/Bidder

Signature of Bidder (Authorized Signatory)