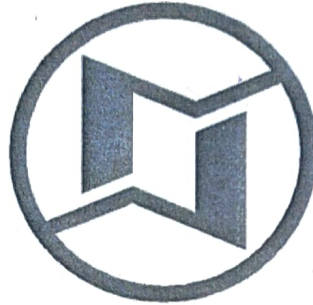




**NIB No.-98/JMRC/O&S/Civil/P-Way/2023-24**

**Bid Price Rs.590.00/-**



**BID DOCUMENT**

**FOR**

**SUPPLY & COMMISSIONING OF DIGITAL GAUGE CUM  
CROSS LEVEL, DIGITAL TYPE RAIL WEAR MEASURING  
GAUGE AND CONTINUOUS RAIL THERMOMETER TO  
JMRC**

**JAIPUR METRO RAIL CORPORATION LIMITED  
DIRECTORATE OF OPERATIONS & SYSTEMS**

Admin Building, Mansarovar Metro Train Depot,  
Bhrigu Path, Mansarovar Jaipur – 302020

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

Email: [jmrcciviloffice215@gmail.com](mailto:jmrcciviloffice215@gmail.com); [mgrcivil@jaipurmetrorail.in](mailto:mgrcivil@jaipurmetrorail.in)

# TABLE OF CONTENT

1	NOTICE INVITING BIDS.....	4
2	INSTRUCTION TO BIDDERS.....	8
2.1	SALE OF BID DOCUMENTS.....	8
2.2	BID SECURITY/EMD.....	8
2.3	CHANGES IN THE BIDDING DOCUMENT.....	9
2.4	PERIOD OF VALIDITY OF BIDS.....	10
2.5	FORMAT AND SIGNING OF BIDS.....	10
2.6	SUBMISSION OF BIDS.....	10
2.7	COST & LANGUAGE OF BIDDING.....	12
2.8	ALTERNATIVE/ MULTIPLE BIDS.....	13
2.9	DEADLINE FOR THE SUBMISSION OF BIDS.....	13
2.10	LATE BIDS.....	13
2.11	RECEIPT AND CUSTODY OF BIDS.....	13
2.12	WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS.....	13
2.13	OPENING OF BIDS.....	13
2.14	SELECTION METHOD.....	14
2.15	CLARIFICATION OF BIDS.....	14
2.16	EVALUATION & TABULATION OF BIDS.....	14
2.17	CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS:.....	16
2.18	NEGOTIATIONS.....	16
2.19	ACCEPTANCE OF THE SUCCESSFUL BID AND ISSUANCE OF PURCHASE ORDER.....	17
2.20	PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.....	17
2.21	RIGHT TO VARY QUANTITY "RULE-73 OF RTPPR-2013 (RIGHT TO VARY QUANTITY)".....	18
2.22	PERFORMANCE SECURITY DEPOSIT.....	18
3	TECHNICAL SPECIFICATIONS.....	19
3.1	TESTING & INSPECTION.....	20
3.2	TRAINING AND COMMISSIONING.....	20
3.3	GENERAL CONDITIONS OF CONTRACT.....	20
3.4	DELIVERY SCHEDULE.....	20
3.5	AMENDMENTS.....	20
3.6	WARRANTY.....	20
3.7	PAYMENT TERMS.....	21

3.8	LIQUIDATED DAMAGES (LD) .....	21
3.9	TERMINATION.....	22
4	BID FORMS:.....	23
4.1	Form A: Form of Bid.....	23
4.2	Form: B Format of Bank Guarantee for Performance Security .....	25
4.3	Form C: Bidder's Authorization Certificate {to be filled by the BIDDERS} .....	27
4.4	Form D: Self-Declaration {to be filled by the Bidder}.....	28
4.5	Form E: Certificate Of Conformity/No Deviation {to be filled by the Bidder} .....	29
4.6	Form- F, Annexure A Compliance with the Code of Integrity and No Conflict of Interest .....	30
4.7	Form:-F, Annexure:- B Declaration by the Bidder regarding Qualifications.....	31
4.8	Form:-F, Annexure:-C Grievance Redressal during Procurement Process .....	32
4.9	Form: G [See rule 83].....	34
4.10	FORM:- H, Black List Certificate.....	35
5	BILL OF QUANTITIES .....	36
5.1	Financial Bid Form .....	36
6	CHECK LIST.....	37



## 1 NOTICE INVITING BIDS

- 1.1 Jaipur Metro Rail Corporation** invites online bids from interested and eligible agencies for **"SUPPLY & COMMISSIONING OF DIGITAL GAUGE CUM CROSS LEVEL, DIGITAL TYPE RAIL WEAR MEASURING GAUGE AND CONTINUOUS RAIL THERMOMETER TO JMRC"**. This bid is invited under RTPP Act-2012 and Rules-2013.

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

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

### 1.2 Key Details

(a)	Name & Address of the Procuring Entry	<b>General Manager (Civil),</b> Jaipur Metro Rail Corporation Ltd. Address: -Room No. 418, 4th floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020 Tel +91-7728895364 Email:-jmrcciviloffice215@gmail.com
(b)	Subject Matter of Procurement. (Name of Work)	<b>SUPPLY &amp; COMMISSIONING OF DIGITAL GAUGE CUM CROSS LEVEL, DIGITAL TYPE RAIL WEAR MEASURING GAUGE AND CONTINUOUS RAIL THERMOMETER TO JMRC</b>
(c)	Website for downloading Bidding Document, Corrigendum's, Addendums, etc.	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://transport.rajasthan.gov.in/jmrc">transport.rajasthan.gov.in/jmrc</a>
(d)	<b>Cost of Bid Form</b> (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%= <b>Rs 590/-</b> Rupees. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited).
(e)	Estimated procurement cost	<b>INR 2,00,600/- (Inclusive of all taxes, other charges)</b>
(f)	<b>Bid Security Deposit (EMD)</b>	Amount (INR): 02% ( <b>Rs. 4,012/-</b> ) of Estimated Procurement Cost. (DD/BC of scheduled bank payable in favour of Jaipur Metro Rail Corporation Limited or as per RTPPR-2013)
(g)	<b>E-Bid Processing Fee</b> (Non Refundable)	<b>Rs.500/-</b> (Including GST @ 18%) (Rs. Five Hundred only) by Demand Draft / Bankers Cheque, payable in favour of MD, RISL

		Jaipur
(h)	Physical Submission of Cost of Bid Form and Bid Security & E-bid processing fees.	<b>05/03/2024, 1500 Hrs.</b> O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:- Room No. 208, 2 <sup>nd</sup> floor, Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020 Tel:+91-7728895364.
(i)	Date of publishing NIB/Bid Document on E-Proc. Portal, SPPP & JMRC Website	<b>19/02/2024, 1200 Hrs.</b>
(j)	Pre-Bid Meeting	<b>21/02/2024, 1130 Hrs.</b> Venue: - O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. , Room No. 208, 2 <sup>nd</sup> floor, Wing-C of Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020
(k)	Last date of submission of queries to this office	<b>22/02/2024, 1200 Hrs.</b>
(l)	Tentative date for replies to the queries by JMRC	<b>23/02/2024, 1800 hrs.</b>
(m)	Bid Download Start Date & Time	<b>26/02/2024, 0900 Hrs.</b>
(n)	Online Bid Submission Start Date & Time	<b>26/02/2024, 0900 Hrs.</b>
(o)	Last Date & Time for Online Bid Submission	<b>04/03/2024, 1800 Hrs.</b>
(p)	Bid Opening Date and Time	<b>05/03/2024, 1600 Hrs.</b> Venue: - O/o General Manager (Civil), Jaipur Metro Rail Corporation Ltd. Address:- Room No. 208, 2 <sup>nd</sup> floor, Wing-C of Admin Building, Depot of Jaipur Metro, Mansarovar, Jaipur-302020
(q)	Bid Validity	90 days from the bid submission dead line.
(r)	<b>Bidders Eligibility:-</b>	<b>Documents required to be submitted:-</b>
	The bidder firm may be -Companies Registered under "Companies Act-1956/2013 OR -Registered Sole Proprietor OR Registered Partnership/Joint Venture Firm and must be in existence for the execution of similar works	Self-attested copy of registration document as proof of registered firm for the similar works.  OR Partnership deed or certificate of incorporation, Power of Attorney/Board resolution (as applicable) in favour of bid signing authority.
	The bidder should have work Experience having satisfactorily completed from any State Govt./Central Govt./Govt. Boards/PSU's/Indian Railways/Metro railways or similar any other organisations for similar works during last five years period ending last day of the month previous to the one in	Copy of Completion certificate/Performance Certificate etc issued by the competent authority.

	<p>which the bids are invited:</p> <p>(i) One similar work amounting not less than the amount equal to 80% of the estimated cost.</p> <p>OR</p> <p>(ii) Two similar work amounting not less than the amount equal to 50% of the estimated cost.</p> <p>OR</p> <p>(iii) Three similar work amounting not less than the amount equal to 40% of the estimated cost.</p>	
	<p>The firm's average annual turnover should not be less than Rs. 1.00 Lakh per year in the preceding last three audited financial years (F/Y 2020-21, 2021-22 and 2022-23).</p>	<p>a. Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant</p> <p>OR</p> <p>b. Income Tax Returns (ITR), indicating the required turnover</p> <p>OR</p> <p>c. CA Certificate.</p>
(s)	Mandatory Registrations of the bidder such as Goods & Service Tax (GST) and Income Tax Registration	<p>Self-certified copy of: -</p> <p>(i) GST Registration of the bidder firm</p> <p>(ii) Copy of PAN Card</p>
(t)	<p><b><u>ONLINE SUBMISSION OF BIDS:-</u></b></p> <p>Online bids will have to be digitally stamped and signed by the authorized signatory of bidder firm and submitted in a time stamped electronic sealed box on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> in the manner as below.</p> <p><b><u>The Bidder shall submit his digitally signed online bid in single stage two envelope method:-</u></b></p> <p>(i) <b>Technical Bid:-</b> Technical Bid with all necessary documents in .pdf format (Self Certified/Signed by authorized Signatory of Firm), Scanned Copy of financial instruments such as <b><u>Cost of Bid Form, E-Bid Processing Fee and Bid Security</u></b> as per Clause 1.2 (d,f,g) of NIB, complete bid document (Except Clause 5 BoQ) and;</p> <p>(ii) <b>Financial Bid:-</b> Financial Bid in electronic format. (.xls Format), Online through E-Proc Portal for Rajasthan Government to procuring entity of JMRC as per Clause 1.2 of NIB of Bid Document on or before the last date of bid submission.</p> <p><b>Note:-</b></p> <p>(i) <b><u>Original Copy of DD/BC for Cost of Bid Form, E-bid Processing Fee &amp; Bid Security should be submitted physically at the office of JMRC as per Clause 1.2 (h) of NIB.</u></b></p> <p>(ii) <b><u>The bidders have to take utmost care that the Technical &amp; Financial Bid is to be submitted in a single sealed envelope only. If any details of Financial Bid whether intentionally/</u></b></p>	

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

  
 GENERAL MANAGER, (CIVIL)  
**JAIPUR METRO RAIL CORPORATION LIMITED, JAIPUR**

## 2 INSTRUCTION TO BIDDERS

### 2.1 SALE OF BID DOCUMENTS

- (i) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete Bid document can be downloaded for online submission from the web-site <https://www.eproc.rajasthan.gov.in>.
- (ii) The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of GM (Civil), Room No- 418, 4<sup>th</sup> Floor, Admin Building, Mansarovar Metro Train Depot, Bhriku path, Mansarovar, Jaipur-302020. Bidders who wish to participate in this Bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class-2 / class-3 category) issued by a licensed Certifying Authority for e-Bidding portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.
- (iii) **Cost of Bid Document (BID fee) is Rs. 590/- (includes 18 %GST) which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favor of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Bid fee is non-refundable.**
- (iv) **In addition, E-BID processing fee of Rs. 500/- per Bid shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favor of 'MD, RISL', payable at Jaipur.**
- (v) Bids submissions will be made online after uploading the mandatory scanned documents towards cost of BID, e-Bid processing fee and other document as stated in the BID document.
- (vi) Any Bid not accompanied by valid Earnest Money Deposit, the cost to-wards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.
- (vii) JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- (viii) No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- (ix) The JMRC reserves the right to verify all statements, information and documents sub-mitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.
- (x) Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

### 2.2 BID SECURITY/EMD

- (i) The BID Security should be submitted in the prescribed format as given in Clause-1.2 (f) of NIB of Bid document. The complete bid document can be downloaded from the website <http://transport.rajasthan.gov.in/jmrc>, <https://www.eproc.rajasthan.gov.in> or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).

- (ii) EMD/ Bid Security can be deposited in the form of Demand Draft/ Bankers Cheque of **Rs. 4,012/-** drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- (iii) Bid security shall be 02% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013.
- (iv) The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
- (v) The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - c. when the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - d. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- (vi) Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- (vii) No interest shall be payable on the Bid Security (EMD).
- (viii) In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security.
- (ix) The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
  - a. the expiry of validity of Bid Security;
  - b. Issue of LOA for procurement and performance security is furnished by the successful Bidder;
  - c. the cancellation of the procurement process; or
  - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

## 2.3 CHANGES IN THE BIDDING DOCUMENT

- (i) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- (ii) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the

procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

- (iii) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

#### 2.4 PERIOD OF VALIDITY OF BIDS

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

#### 2.5 FORMAT AND SIGNING OF BIDS

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

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

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

#### 2.6 SUBMISSION OF BIDS

- (i) The Bidder shall, on or before the date and time given in the table under notice Inviting Bid of this BID submits his Bid online on e-tendering website

<https://eproc.rajasthan.gov.in>. Bids sent by Post, FAX or e-mail or presented in person will not be considered.

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

**Bid Reference No. NIB No-98/JMRC/O&S/Civil/P-Way/2023-24**, Name of the Work **SUPPLY & COMMISSIONING OF DIGITAL GAUGE CUM CROSS LEVEL, DIGITAL TYPE RAIL WEAR MEASURING GAUGE AND CONTINUOUS RAIL THERMOMETER TO JMRC.**

The above envelope to be submitted before date and time as per schedule mentioned in the

Table under Notice Inviting Bid of this BID at the address mentioned below:

GENERAL MANAGER (CIVIL),  
Room No. 208, 2<sup>nd</sup> Floor, Admin Building,  
Metro Train Depot, Bhriugu path,  
Mansarovar, Jaipur – 302020.

Financial instrument comprising of bid security, e- Bid Processing Fee, cost of Bid document submitted after due date and time shall not be accepted and online Bids of such Bidders shall liable to be rejected summarily.

- (iii) JMRC will not be responsible for financial instrument delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission.
- (iv) Any Bid not accompanied by bid security, e- Bid Processing Fee, Cost of Bid Document in acceptable form will be liable to be treated as being non- responsive & shall be rejected.
- (v) JMRC will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- (vi) Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.

A single-stage single envelope selection procedure shall be adopted. The Bid shall contain:

**a. Technical Bid**

This Part should contain the Technical Bid consisting of a pdf copy of this Bid Document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all Annexures/Forms duly filled. DD/BC and the entire required documents in support of eligibility, Bid fee and e-Bid processing fee, bid security and other documents as per this bid document.



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

All the applicable Annexure/Forms shall be duly filled, physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical Bid

**Financial proposal should not be indicated at any place in the Technical Bid, otherwise the Bid shall be summarily rejected.**

**b) Financial Bid (BOQ)**

This Part should contain the Financial Bid in the prescribed Format as per clause **5.1 (BOQ)**. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST shall be as applicable on the date of billing.

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

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
  - ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
  - iii. Fill Bidder's Name and relevant prices, Unit Rate and other details as asked in downloaded Protected Financial Bid format (BOQ) as specified (in XLS/ XLSX format only or Modify accordingly). Don't fill in any other back ground cells.
  - iv. Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and remember its name & location and upload correct file (duly filled in).
- (vii) The Bidder shall ensure that a receipt/acknowledgement is obtained for the submission of his online Bid, such receipt being issued free of charge.
- (viii) The JMRC may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the JMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **2.7 COST & LANGUAGE OF BIDDING**

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

the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 2.8 **ALTERNATIVE/ MULTIPLE BIDS**

Alternative/ Multiple Bids shall not be considered at all.

## 2.9 **DEADLINE FOR THE SUBMISSION OF BIDS**

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

## 2.10 **LATE BIDS**

Late submission of bids shall not be permitted by the website <https://www.eproc.rajasthan.gov.in> to the bidders. Late submission of DDs/BCs regarding Bid Security and Cost of Bid Form shall not be considered by JMRC and the bids shall be rejected on this account. No correspondence in this regard shall be entertained by JMRC.

## 2.11 **RECEIPT AND CUSTODY OF BIDS**

The bids shall be submitted online as per the schedule mentioned in the table under Notice inviting Bid of this BID document along with the physical deposition of sealed envelope comprising of **Cost of Bid document, e-tender processing fee and Bid Security and other documents in the originals** in office of **GENERAL MANAGER (Civil)**, Room No- 208, 2<sup>nd</sup> Floor, Admin Building, Mansarovar Metro Train Depot, Bhriгу path, Mansarovar, Jaipur-302020 in a manner as specified in this BID.

## 2.12 **WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

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

## 2.13 **OPENING OF BIDS**

- (i) The online bids submitted on <https://www.eproc.rajasthan.gov.in> shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who choose to be present. The bidders may also see updates of status online of E-Proc portal.
- (ii) The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.



- (iii) Bid shall be opened one at a time and the following details shall be read out and recorded: -
- the name of the Bidder;
  - the bid prices (per lot if applicable);
  - the Bid Security, if required; and
  - Any other details as the committee may consider appropriate.
- (iv) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, E-Bid processing fee (if any) or user charges and Bid Security.

#### **2.14 SELECTION METHOD**

The selection method is Least Cost Based Selection (LCBS) as detailed below:

Single bid system; bid will be opened on scheduled time and date as per NIB. The contract will be award to most advantageous bidder of financial bid. Bidder shall quote price for each job types and job sub-types. The ranking of L1, L2, L3 etc, will be done on basis of Total Cost, with L1 being the bidder whose Total Cost is the lowest, L2 being the second lowest and so on. The purchase Order/LOA shall be given to only One Bidder.

#### **2.15 CLARIFICATION OF BIDS**

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

#### **2.16 EVALUATION & TABULATION OF BIDS**

##### **2.16.1 Preliminary Examination of Bids**

- On opening of the Bids, JMRC will first check the Bid Security, e-Bid Processing Fee, cost of Bid documents through online mode by cross verifying with the hardcopy submitted. If the documents do not meet the requirements of Bid, a note will be recorded accordingly by the Bid Opening Authority and if any deviation found then Bid will be summarily rejected.

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

### **2.16.2 Determination of Responsiveness**

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

### **2.16.3 Non-material Non-conformities in Bids**

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

- (ii) The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, Pan Certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- (iii) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.
- (iv) Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.
- (v) The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- (vi) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of Total Cost in financial bid. A list of L1, L2....will be prepared accordingly.
- (vii) The rates quoted by L1 Bidder shall be accepted as the bid rates.
- (viii) In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- (ix) The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

#### **2.17 CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS:**

Bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

#### **2.18 NEGOTIATIONS**

- (i) Subjected to section 15 of RTPPP Act-2012 and Rule no. 69 of RTPPPR-2013, Procuring entity reserves the rights to negotiate with the lowest and most advantageous bidder.

- (ii) Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.
- (iii) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- (iv) The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.
- (v) Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (vi) In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- (vii) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## **2.19 ACCEPTANCE OF THE SUCCESSFUL BID AND ISSUANCE OF PURCHASE ORDER**

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

## **2.20 PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of

contract, without thereby incurring any liability to the Bidders as per RTPP Act and Rules.

## **2.21 RIGHT TO VARY QUANTITY "RULE-73 OF RTPPR-2013 (RIGHT TO VARY QUANTITY)"**

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

## **2.22 PERFORMANCE SECURITY DEPOSIT**

- (i) Prior to execution of work order, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- (ii) The amount of performance security shall be 5% or as per the applicable at the time of submission of bid for the contract amount in case of procurement of goods and services.
- (iii) Performance Security will be discharged after completion of bidder's performance obligations including warranty obligations under the contract.
- (iv) If the bidder fails or neglects any of his obligations under the contract, JMRC reserve the right to forfeit performance security furnished by the bidder as penalty for such failure.

1. Performance security shall be furnished in any one of the following forms: -

- a. Bank Draft or Banker's Cheque of a scheduled bank;
- b. Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security. Government of Rajasthan amended the Rajasthan Stamp Act, 1998 vide finance bill 2015 and inserted Article 13-A, which provides that bank guarantee executed by a bank as a surety to secure the due performance of a contract or due discharge of a liability for this stamp duty is payable @ 0.25% of the amount secured subjected to a maximum of Rs. 25000/-.
- c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- (v) Performance security furnished in the form specified in clause 2.22 above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- (vi) Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the Bidder fails to make complete supply satisfactorily.
  - c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- (vii) Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- (viii) No Interest shall be payable on the Performance Security Deposit.

**2. Additional Performance security: -**

- (i) In addition to performance security as specified in clause 2.22 above, an additional performance security shall also be taken from the successful bidder in case of unbalance bid. The additional Performance security shall be equal to 50% of unbalanced bid amount. The additional performance security shall be deposited in lump sum by the successful bidder before execution of agreement. The additional Performance security shall be deposited through DD, Bankers Cheque, Govt securities or bank Guarantee.

Explanation: - For the purpose of above rule;-

- i. Unbalance bid means any bid below more than 15% of estimated bid value.
- ii. Estimated bid value means value of subject matter of procurement mention in bidding document by procuring entity.
- iii. Unbalanced bid amount means positive difference of 85% of estimated bid value minus bid amount quoted by the bidder.
- (ii) The additional performance security shall be refunded to the agency 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.

**3 TECHNICAL SPECIFICATIONS**

- 1. Digital/Electronic track gauge shall be for standard gauge (1435mm) and shall have the measuring range within  $\pm 200$ mm for cant having overall accuracy  $\pm 0.5$  mm and 1410 mm-1490 mm for track gauge with overall accuracy of  $\pm 0.2$  mm.
- 2. The Digital rail wear measuring gauge for UIC-60, should have the least count of 0.1 mm and the measuring range (Gauge face & vertical wear) 0-30 mm with reading accuracy of  $\pm 0.5$  mm.
- 3. The Specifications of CONTINUOUS RAIL THERMOMETER shall be as per the provisions of RDSO manual (No.TM-TL-119) (Revision 03 of 2022) effective from 24/05/2022 issued by the RDSO, Lucknow, under the Ministry of Railways.
- 4. All the items mentioned in BoQ shall be Indian standard norms and approved by the NATIONAL STANDARD/NPL, GoI or RDSO Lucknow.

**3.1 INSPECTION**

1. The inspection of all the BoQ items against the JMRC purchase order shall be carried out at the premises of JMRC by the consignee or his authorised representatives by keeping it in observation for at least two weeks .

**3.2 TRAINING AND COMMISSIONING**

The Service engineer shall guide the operation & maintenance staff during commissioning of CRT Machine and the rest of equipments for proper handling and operation and provide all the documentations like operating manual, maintenance & service manual etc to JMRC.

**3.3 GENERAL CONDITIONS OF CONTRACT**

- (i) The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RFP shall prevail.
- (ii) The Agency shall be responsible for the proper transportation and packaging so as to avoid damage under normal conditions of transport and delivery of material in the good condition to JMRC.
- (iii) The Agency shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Agency in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- (iv) All goods must be sent freight paid (FoR) at S-06, JMRC Stores, Bhrihu Path, Mansarovar, Jaipur.

**3.4 DELIVERY SCHEDULE**

The Selected Bidder shall also ensure that all the items/material that is specified in BoQ, shall be delivered to JMRC, if required, as mentioned herewith.

S. No.	Detail	Delivery Schedule in Calendar Days
1.	Supply	Within 90 days from the issue of Purchase Order

**3.5 AMENDMENTS**

Improvement /changes in the scope of work due to technological /administrative issues may be made with mutual consent.

**3.6 WARRANTY**

- (i) The items/materials to be supplied to JMRC shall have the minimum warranty period of 12 months from the date of installation/commencement under the normal uses/conditions.
- (ii) Warranty Period should be clearly mentioned in invoice.

**3.7 PAYMENT TERMS**

- (i) 100% payment against the supplied quantity shall be made after satisfactory delivery and further its acceptance of the goods against the supply order. Advance Payments will not be made.
- (ii) The Agency shall request for payment to the Authority in writing, accompanied by original GSTIN invoice (in triplicate copy) describing, as appropriate, the goods delivered and related services performed, together with the required documents, and upon fulfillment of all the obligations stipulated in the Contract.
- (iii) 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.
- (iv) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- (v) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP, will be deducted from the payments for the respective milestones.
- (vi) Taxes (If any), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations. If it is required under law to deduct some statutory taxes at source, these will be deducted before the release of such payment(s). Necessary certificate of deduction of Tax at source shall be issued and furnished to the Agency by JMRC.
- (vii) No amount of interest will be payable by JMRC, in case of delay or on any other count.
- (viii) In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Agency / Supplier to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.
- (ix) The tax (es) as applicable and if quoted extra in the financial bid, shall be paid as per prevalent/ actual rates.
- (x) The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.

**3.8 LIQUIDATED DAMAGES (LD)**

The Agency shall supply all the items/material that is specified in BoQ, shall be delivered to JMRC. Any delay/defect/negligence during the contract will be termed as default on the part of the agency and may attract the liquidate damage as below:

- (i) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of store with the Bidder as per contract which he failed to supply/ install/ complete:-
- (ii) delay up to one fourth period of the prescribed delivery period: 2.5%



- (iii) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- (iv) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- (v) delay exceeding three fourth of the prescribed period: 10%
- (vi) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (vii) The maximum amount of liquidated damages shall be 10% of the contract value.
- (viii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (ix) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.

### 3.9 TERMINATION

- (i) The bid sanctioning authority of JMRC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Contractor, terminate the contract in whole or in part: -
  - a. If the supplier/ Contractor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC;
  - or
  - b. If the supplier/ Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof;
  - or
  - c. If the supplier/ Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ Contractor commits breach of any condition of the contract.
- (ii) If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.
- (iii) Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

**4 BID FORMS:****4.1 Form A: Form of Bid**

Note : i. The Appendix forms part of the Bid

ii. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

**Name of Work:** SUPPLY & COMMISSIONING OF DIGITAL GAUGE CUM CROSS LEVEL, DIGITAL TYPE RAIL WEAR MEASURING GAUGE AND CONTINUOUS RAIL THERMOMETER TO JMRC

To  
General Manager (Civil),  
Jaipur Metro Rail Corporation Limited,  
Room No.-418, 4<sup>th</sup> Floor, wing-C of Admin Building ,  
Mansarovar metro train depot,  
Bhriгу path, Mansarovar, Jaipur-302020

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



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

Dated this.....day of..... 2023

Signature .....

Name..... in the capacity of .....

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**4.2 Form: B Format of Bank Guarantee for Performance Security**

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for \_\_\_\_\_ **"SUPPLY & COMMISSIONING OF DIGITAL GAUGE CUM CROSS LEVEL, DIGITAL TYPE RAIL WEAR MEASURING GAUGE AND CONTINUOUS RAIL THERMOMETER TO JMRC"** Bid No. NIB No-98/JMRC/O&S/Civil/P-Way/2023-24 (here in after called "the contract") to M/s \_\_\_\_\_ (Name of the Contractor) (here in after called "the Contractor").

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

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

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

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

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

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

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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the

\_\_\_\_\_ day of \_\_\_\_\_ (Month) 2023 being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name:

Designation : .....

I.D. No. : .....

Stamp/Seal of the Bank: .....

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

In the presence of:

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....

Address .....

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

To,

General Manager (Civil),  
Jaipur Metro Rail Corporation Limited,  
Room No.-418, 4<sup>th</sup> Floor, wing-C of Admin Building  
Mansarovar metro train depot,  
Bhrigu path, Mansarovar, Jaipur-302020

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

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

Thanking you,

Name of the Bidder: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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

To,

General Manager (Civil),  
Jaipur Metro Rail Corporation Limited,  
Room No.-418, 4<sup>th</sup> Floor, wing-C of Admin Building  
Mansarovar metro train depot,  
Bhrigu path, Mansarovar, Jaipur-302020

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

To,

General Manager (Civil),  
Jaipur Metro Rail Corporation Limited,  
Room no.-418, 4<sup>th</sup> Floor, wing-C of Admin Building  
Mansarovar metro train depot,  
Bhrigu path, Mansarovar, Jaipur-302020

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized Signatory along with seal

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

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

**4.7 Form:-F, Annexure:- B Declaration by the Bidder regarding Qualifications**

DECLARATION BY THE BIDDER

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:

#### 4.8 **Form:-F, Annexure:-C Grievance Redressal during Procurement Process**

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

The designation and address of the Second Appellate Authority is **MD (Managing Director), JMRC, JAIPUR.**

##### **(1) Filing an appeal**

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

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

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

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

##### **(4) Appeal not to be in certain cases**

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

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

##### **(5) Form of Appeal**

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(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.

**4.9 Form: G [See rule 83]**

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

Appeal No ..... of .....

Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....  
..... (Supported by an affidavit).

7. Prayer:.....  
.....

Place.....

Date

Appellant's Signature

Signature of Authorized Signatory along with seal

**4.10 FORM-: H, Black List Certificate**

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

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

**5 BILL OF QUANTITIES****5.1 Financial Bid Form****Bidder Name:**



**Item Rate BoQ**

Tender Inviting Authority: GENERAL MANAGER (CIVIL)

Name of Work: SUPPLY &amp; COMMISSIONING OF DIGITAL GAUGE CUM CROSS LEVEL, DIGITAL TYPE RAIL WEAR MEASURING GAUGE AND CONTINUOUS RAIL THERMOMETER TO JMRC

Contract No: NIB No-\_\_\_/JMRC/O&amp;S/Civil/P-Way/2023-24

Name of the Bidder/ Bidding Firm / Company						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes including GST	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	<b>NBSR Item</b>					
1.01	Digital Gauge cum Cross Level for Standard Gauge	1.000	Nos		0.00	INR Zero Only
1.02	Digital type Rail Wear Measuring Gauge	1.000	Nos		0.00	INR Zero Only
1.03	Continuous Rail Thermometer	1.000	Nos		0.00	INR Zero Only
<b>Total In Figures</b>					<b>0.00</b>	<b>INR Zero Only</b>
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>			

**Note:**

- Rate quoted must be for installation at site of Jaipur and Supply at Mansarovar Depot including transportation, packing and all taxes excluding GST. These charges are inclusive of all taxes, duties, transportation and handling which have already taken into account in BOQ.

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

**6 CHECK LIST**

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

SN	Proposal will contain the following documents :	Whether enclosed	To be submitted online through E-proc. website at time of Technical Bid (scanned copy in pdf format)	To be submitted in original in sealed envelope as physical instrument at time of Technical Bid	To be submitted online through E-proc. website at time of Financial Bid (scanned copy in xlsx format)
14.	<u>Bid Security/EMD</u>	Yes/No	✓	✓	X
15.	Financial Bid Form duly filled in and digitally signed	Yes/No	X	X	✓