F. No.: 2(294)/JMRC/O&S/TEM/2023-24/

Price: Rs. 2950 /-

NIB No.: JMRC/O&S/EL/2023-24/NIB/034

JAIPUR METRO RAIL CORPORATION LTD.

"Supply, Installation, Testing & Commissioning (SITC) works Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS"

JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

Admin Building, Mansarovar Metro Train Depot, Bhrigu Path,

Mansarovar, Jaipur (Rajasthan) – 302020.

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

TABLE OF CONTENTS

1. NOTICE INVITING BIDS 4
2. INSTRUCTION TO BIDDERS 7
2.1 Sale of Bidding/ Bid Documents 7
2.2 Cost of bid document and Bid Security/EMD 7
2.3 Changes in the Bidding Document 8
2.4 Period of Validity of Bids 8
2.5 Eligibility Criteria 9
2.6 Format and Signing of Bids 9
2.7 Submission of Bids 9
2.8 Cost & Language of Bidding 11
2.9 Alternative/ Multiple Bids 11
2.10 Deadline for the submission of Bids 11
2.11 Receipt and Custody of Bids 11
2.12 Withdrawal, Substitution, and Modification of Bids 11
2.13 Opening of Bids 11
2.14 Selection Method 12
2.15 Clarification of Bids 12
2.16 Evaluation of Bids 13
2.17 Negotiations 14
2.18 Acceptance of the successful Bid and Issuance of LOA 15
2.19 Procuring entity's right to accept or reject any or all Bids 15
2.20 Performance Security Deposit 15
3 General Conditions of Contract 17
3.1 Terms & Conditions 17
3.1.1 Contract Documents: 17
3.1.2 Scope of Supply 17
3.1.3 Delivery 17
3.1.4 Recoveries from Supplier/ Contractor 17
3.1.5 Inspection 18
3.1.6 Rejection 18
3.1.7 Payments 18

3.1.8 Liquidated Damages (LD) 18
3.1.9 Termination 19
4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT 20
4.1 Bidders to Bid for all Items 20
4.2 Special Terms 20
4.3 Payment Terms and Penalty Terms 20
4.4 Warranty/DLP period: 22
4.5 VARIATION 22
4.6 Procuring Entity's Right to Accept Or Reject Any Or All Bids 22
5 TECHNICAL SPECIFICAION and SCOPE OF WORK: 23
5.1 Technical Specification: 23
5.2 Scope of Work: 25
6 BID FORMS 27
6.1 Form A: Form of Bid 27
6.2 Form: B Bidder's Profile 29
6.3 Form: C Format of Bank Guarantee for Performance Security 30
6.4 Form D: Bidder's Authorization Certificate {to be filled by the BIDDERS} 32
6.5 Form E: FORMAT OF POWER OF ATTORNEY 33
6.6 Form F: Self-Declaration {to be filled by the Bidder} 35
6.7 Form G: Certificate Of Conformity/No Deviation {to be filled by the Bidder} 36
6.8 Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest 37
6.9 Form-:H, Annexure-:B Declaration by the Bidder regarding Qualifications 38
6.10 Form-:H, Annexure-:C Grievance Redressal during Procurement Process 39
6.11 Form: I [See rule S3] 41
6.12 Form-: J, Form of Authorization from OEM for Dealer (UNDERTAKING) 42
6.13 Form-: L (BANK DETAILS) 43
6.14 Form-: M, CONTRACT AGREEMENT 44
6.15 Form-: N, Black list certificate 46
7 BILL OF QUANTITIES (BOQ) 47
FINANCIAL BID FORM 47
5 CHECK LIST 52

1. NOTICE INVITING BIDS

1.1 Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal **(Single stage two envelope method) "Supply, Installation, Testing & Commissioning (SITC) works for Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS"** through e-tendering process i.e. by online tendering process.

1.2 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.

1.3 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-Biding 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.

1.4 KEY DETAILS:

1.	**Designation and address of inviting authority**	**ED (Traction and E&M), Jaipur Metro Rail Corporation Ltd., JAIPUR**
2.	**NIB/Bid No**	**JMRC/O&S/EL/2023-24/NIB/034**
3.	**Name of Work**	**Supply, Installation, Testing & Commissioning (SITC) works for Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS**
4.	**Cost of Bid Form**	**Rs. 2,950/-** (includes 18 %GST),) in the form of Banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur Cost of Bid Form is not refundable.
5.	**E- Bid Processing Fee (Non-Refundable)**	**Rs. 1,770/-** (By demand draft/ Banker's cheque payable in favor of 'MD, RISL' payable at Jaipur)
6.	**Estimated Cost**	**Rs. 99,59,200/- (Including GST)**
7.	**Earnest Money Deposit (EMD)/ Bid Security.**	**Rs. 1,99,184/-** (2 % of the Estimated Cost), in the form of Banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
8.	**Last Date & Time, Venue for Physical submission of original DD/ BC for BID fee, e-BID Processing Fee and original EMD in JMRC office.**	Last date and Time: 06-03-2024 till 14:00 hrs. Venue: Office of DGM (Traction/E&M), JMRC, Room no. 320, Third Floor, Admin. Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020.

9.	**Performance Security**	5% of the basic contract amount in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Commercial Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
10.	**Name of website (s) for download of Bid document and clarification (s) / Modification (s), if any**	https://eproc.rajasthan.gov.in Bid is also available on http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
11.	**Websites for Online BID submission**	https://eproc.rajasthan.gov.in
12.	**Bid Download Start Date and Time**	08-02-2024 and 18:00 hrs.
13.	**Bid Submission start date and Time**	08-02-2024 and 18:00 hrs.
14.	**Last Date & Time for Online Submission of Bid**	05-03-2024 and 14:00 hrs.
15.	**Date and Time of Opening of Technical Bid**	06-03-2024 and 15:00 hrs.
16.	**Last date and Time of Submission of Pre Bid Query**	14:00 Hrs. dated 26-02-2024
17.	**Date and Time of Pre bid Meeting and Venue**	15:00 Hrs. dated 23-02-2024 Room No- 320, Office of DGM (Traction/E&M), JMRC, Third Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020
18.	**Opening of Financial Bid**	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified Bidders through e-procurement website)
19.	**Venue of Opening of Bid**	Venue: Room no. 320, Office of DGM (Traction/E&M), Third Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020.
20.	**Validity of Bid**	90 days from the last date of submission of Bid.
21.	**Delivery Period/ Work Completion Period**	Five months from the date of issue of Letter of Acceptance.
22.	**Minimum Eligibility Criteria**: **A.** Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission. **B.** Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate. **C.** Bidder should be **OEM or OEM's authorized dealer** of SCADA System for the MAKE as mentioned in NIB i.e. MAKE: Schneider. In case of OEM:- Bidder shall submit the OEM certificate. In case of authorized dealers:- Bidder is required to submit letter of authorization from OEM for participation in tender and supply of spares parts, technical support, software, hardware, firmware etc. during the currency of contract along with	

	undertaking as per Clause 6.12 Form-: J, Form of Authorization from OEM for Dealer (UNDERTAKING). This undertaking will be signed jointly by bidder (authorized dealer) and OEM. This undertaking is mandatory to submit in original on Rs. 100/- Non Judicial stamp paper duly verified by notary at the time of bid submission i.e. along with financial instruments (Bid Cost, Bid Security, E-Bid Processing fees). **D.** Firm shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). Firm shall submit an undertaking to this effect as per Form-N. **E.** **Annual Turnover**:- The average annual turnover of applicant during last three audited financial years should not be less than forty percent (40%) of the estimated cost. To substantiate the Annual Turnover, Contractor needs to submit the Charted Accountant (CA) Certificate. **F.** **POWER OF ATTORNEY (Form: E)**: In case bidder's firm is Partnership/ Company/ Consortium then, a power of attorney to be submitted. The power of attorney is to be signed by the partners or legally authorized signatories of all the partners authorizing the nominated person to be In-charge to sign bid document, incur all liabilities and receive instructions.
Bidder should also enclose Copy of Account Bank Details on their Letterhead or copy of cancelled Cheque with Bid Document.	
At any stage if it is found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.	

Note:

1. All above events will be held at JMRC, Admin Building, Mansarovar Depot, Bhrigu Path, Jaipur-302020.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the Website *https://eproc.rajasthan.gov.in*. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. In case of any further details required, the same can be collected from the office of DGM (Traction and E&M), Room No- 320, Third Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020. **Email Id-** dgmtem@jaipurmetrorail.in
4. Bidder is advised to visit actual site of JMRC and examine the scope of the work before quoting the rates. For this, bidder may contact DGM (traction and E&M) Ph- 7728895663.

Executive Director (Traction and E&M)
4th Floor, Admin Building,
Metro Train Depot, Bhrigu path,
Mansarovar, Jaipur – 302020.

2. INSTRUCTION TO BIDDERS

2.1 Sale of Bidding/ Bid Documents

2.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete Bid document can be downloaded for online submission from the web-site *https://www.eproc.rajasthan.gov.in*.

2.1.2 The Bidder may obtain further information/clarification, if any, in respect of these Bid documents from the office of DGM (Traction and E&M) , Room No- 320, Third Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu 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-Biding portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the Bids submitted online by the Bidder. Unsigned Bids will not be entertained and will be rejected outright.

2.1.3 Cost of Bid Document (BID fee) is Rs. 2,950/- (includes 18 %GST) which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Bid fee is non-refundable.

2.1.4 In addition, E-BID processing fee of Rs. 1,770/-/- per Bid shall be paid in the form of banker's cheque / DD of Scheduled Bank drawn in favour of 'MD, RISL', payable at Jaipur.

2.1.5 Bids submissions will be made online after uploading the mandatory scanned documents towards cost of BID, Bid Security, e-Bid processing fee and other document as stated in the BID document.

2.1.6 Any Bid not accompanied by valid Earnest Money Deposit/ Bid Security, the cost to-wards Bid document and e-Bid processing fee, in acceptable form will be liable to be treated as being non-responsive.

2.1.7 Late Bids (received after date and time of submission of Bid) shall not be accepted under any circumstances.

2.1.8 JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.

2.1.9 No Bid shall have any cause of action or claim against the JMRC for rejection of his proposal.

2.1.10 The JMRC reserves the right to verify all statements, information and documents sub-mitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.

2.1.11 Bids received after the last time and date for depositing Bid shall not be considered. Bids sent by FAX, post or e-mail will not be considered.

2.2 Cost of bid document and Bid Security/EMD

2.2.1 The cost of bid document which is Rs. 2,950/- (includes 18 %GST) and EMD/Bid security shall be paid in the form of Demand Draft /Banker Cheque of a scheduled Commercial bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur and shall form part of the Bid.

2.2.2 The EMD/ Bid Security of successful Bidder may be adjusted on request against Performance Security Deposit or discharged/ returned after deposition of the Security Deposit, as the case may be.

2.2.3 The Bid Security / Earnest Money (if applicable/deposited) of unsuccessful bidders shall be returned after final acceptance of successful bid and signing of agreement submitting performance security or the earliest of the following events, namely:-

a) The expiry of validity of Bid;
b) The cancellation of the procurement process

2.2.4 The Bid Security is liable to be paid by a bidder as per terms and conditions of a bid, if any, in the following cases, namely:
a) When we withdraw or modify our bid after opening of bids;
b) When we do not execute the agreement, if any, after placement of supply/work order within the Specified period;
c) When we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
e) If we breach any provision of code of integrity prescribed for bidding specified in the bidding documents.

2.2.5 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited, if any.

2.2.6 No interest shall be payable on the Bid Security (EMD), if any.

2.2.7 The procuring entity shall promptly return the Bid Security, if any of the successful Bidder after the earliest of the following events, namely:
a) The expiry of validity of Bid;
b) Issue of LOA for procurement, signing of agreement 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

2.3.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

2.3.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification.

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

2.3.4 Such modification shall form integral part of the Bid document.

2.4 Period of Validity of Bids

2.4.1 Bids submitted by the Bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

2.4.2 Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Bid Security shall not be forfeited.

2.5 Eligibility Criteria

2.5.1 The minimum Eligibility criteria to qualify in Bid are mentioned in sub clause 22 Minimum Eligibility Criteria of clause 1.4 KEY DETAILS of Section 1 NOTICE INVITING BIDS of this bid document.

2.5.2 Bidder shall submit documents supporting the fulfillment of eligibility criteria.

2.6 Format and Signing of Bids

2.6.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.

2.6.2 All pages of the bid shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder in token of acceptance of all the terms and conditions of the bidding documents.

2.6.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

2.7 Submission of Bids

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

2.7.2 **Financial Instrument i.e.** 'Cost of Bid Document', 'e- Bid Processing Fee' and 'EMD/Bid Security' shall be submitted in original in one sealed envelope (in physical form- financial instrument) mentioned following along with his Name and address mentioned on above envelopes respectively:
Bid Reference No. JMRC/O&S/EL/2023-24/NIB/034 Name of the Work "Up-gradation of SCADA System (make; Schneider) installed at Mansarovar RSS and Sindhi Camp RSS".

Note: Form-: J, Form of Authorization from OEM for Dealer (UNDERTAKING) is mandatory to be submitted in original on Rs. 100/- Non Judicial stamp paper duly verified by notary at the time of bid submission i.e. along with financial instruments (Bid Cost, Bid Security, E-Bid Processing fees)

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

To,
DGM (Traction / E&M)
3rd Floor, Admin Building,
Metro Train Depot, Bhrigu path,
Mansarovar, Jaipur – 302020.

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

2.7.4 JMRC will not be responsible for financial instrument delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the

deadline for submission.

2.7.5 Any Bid not accompanied by valid Bid Security, e- Bid Processing Fee, Cost of Bid Document in acceptable form will be liable to be treated as being non- responsive & shall be rejected.

2.7.6 JMRC will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

2.7.7 Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.

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

a) **Part-A : Technical Bid**

This Part should contain the Technical Bid consisting of a Pdf copy of this Bid Document 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, scanned copy of Bid Security, Bid fee and e-Bid processing fee 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) **Part-B: Financial Bid (BOQ)**

This Part should contain the Financial Bid in the prescribed Format as per clause 7 (BOQ). Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST shall be as applicable on the date of billing.

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

i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
iii. Fill Bidder's Name and relevant prices, Unit Rate, GST% and other details as asked in downloaded Protected Financial Bid format (BOQ) as specified (in XLS/ XLSX format only or Modify accordingly). Don't fill in any other back ground cells.
iv. Validate the sheet and Save filled copy of downloaded financial Bid file in your computer and

remember its name & location and upload correct file (duly filled in).

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

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

2.8 Cost & Language of Bidding

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

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

2.9 Alternative/ Multiple Bids

2.9.1 Alternative/ Multiple Bids shall not be considered at all.

2.10 Deadline for the submission of Bids

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

2.11 Receipt and Custody of Bids

2.11.1 The bids shall be submitted online as per the schedule mentioned in the table under Notice inviting Bid of this BID along with the physical deposition of sealed envelope comprising of **Cost of Bid document, e-tender processing fee and Bid Security and 'Form-: J, Form of Authorization from OEM for Dealer (UNDERTAKING) as per Clause 6.12 of Bid Document in the originals** in office of DGM (Traction and E&M), Room No- 320 , Third Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020 in a manner as specified in this BID.

2.12 Withdrawal, Substitution, and Modification of Bids

2.12.1 Except where expressly permitted by these instructions, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the JMRC and submitted by the Bidder with or as part of his Bid

2.12.2 The Bid submitted online will be taken as a final Bid.

2.12.3 No Bid shall be allowed to be modified by the Bidder after the deadline for submission of Bids.

2.13 Opening of Bids

2.13.1 The Bids will be opened online on website at the time, date and place as specified in the Notice Inviting Bids of this BID in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The Bidders or their authorized representatives who are present to witness the Bid opening shall sign an attendance sheet / register

evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

2.13.2 Only Technical Bids will be opened first and Jaipur Metro Rail Corporation(JMRC) will evaluate technical Bids as per criteria set forth in this BID document.

2.13.3 Bidders can also see the Technical Sheets (check-list) of other Bidders after completion of opening process by logging into the web-site.

2.13.4 Financial Bids will remain unopened until the time of opening of the Financial Bids.

2.13.5 The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated. The time and date of opening of Financial Bid shall be communicated to technically qualified Bidders through state e-procurement website. The technically qualified Bidders may attend the opening of the Financial Bid, if they so desire.

2.13.6 The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The Bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

2.14 Selection Method

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

2.14.2 The bid will be opened on scheduled time and date as per NIB.

2.14.3 The ranking of L1, L2, L3 etc. will be done on basis of Total Cost, with L1 being the Bidder whose Total Cost is the lowest, L2 being the second lowest and so on.

2.14.4 The contract shall be award to most advantageous responsive bidder quoting least value of Total Cost (TOTAL AMOUNT With Taxes) in financial bid BOQ (L1) subject to fulfilment of eligibility criteria as per clause 2.5 of bid document.

2.15 Clarification of Bids

2.15.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.

2.15.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

2.15.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

2.15.4 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

2.15.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.16 Evaluation of Bids

2.16.1 Preliminary Examination of Bids

2.16.1.1 Financial Instrument Envelopes containing Bid Security, Cost of Bid documents, e-Bid Processing fee will be opened first. Bids of those Bidders who have not submitted Bid Security, valid e-Bid Processing fee, cost of Bid documents shall be considered as non-responsive and liable to be rejected summarily.

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

2.16.1.3 Further the bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

a. bid is submitted, sealed and signed, as per the requirements listed in the bidding document;
b. bid is valid for the period, specified in the bidding document;
c. bid is unconditional and the Bidder has agreed to give the required performance security and;
d. other conditions, as specified in the bidding document are fulfilled.

2.16.2 Determination of Responsiveness

2.16.2.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

2.16.2.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

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.

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

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

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

2.16.2.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the

bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

2.16.3 Non-material Non-conformities in Bids

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

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

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

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

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

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

2.16.3.7 The contract will be award to only one bidder i.e. most advantageous responsive bidder of financial bid (L1).

2.17 Negotiations

2.17.1 Negotiations may, however, be undertaken with the lowest Bidder or most advantageous bidder, when the rates have been quoted by the bidders for the subject matter of procurement; or when the rates quoted vary considerably and considered much higher than the prevailing market rates.

2.17.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

2.17.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).

2.17.4 A minimum time shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.

2.17.5 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.

2.17.6 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is

not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

2.17.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.18 Acceptance of the successful Bid and Issuance of LOA

2.18.1 Prior to the expiry of the period of validity of the bid, the successful bidder shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.

2.18.2 Upon receipt of the 'LOA', the successful bidder(s) shall return one copy of the LOA duly signed and accepted and stamped by its authorized signatory submit the performance security as specified in the NIB.

2.18.3 Contract Agreement on a non-judicial stamp paper of appropriate value as per stamp act, as per format at Form-M (Draft Template)shall be executed between the successful bidder and JMRC after issue of LOA and shall be subsequent to the successful reception of the performance security deposit by JMRC. The original copy of the agreement shall be retained by JMRC and the copy shall remain with agency.

2.18.4 The selected bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

2.18.5 Till the signing of the Contract Agreement, the LoA shall form a binding contractual agreement between JMRC and the successful bidder as per terms of this BID .

2.18.6 The cost of stamp duty for execution of Contract agreement and any other related legal documentation charges / incidental charges shall be borne by the successful bidder only.

2.18.7 JMRC shall retain the right to withdraw the LOA in the event of the successful bidder's failure to accept the LOA within the limit specified in the above clause. In that event, JMRC shall forfeit the Bid Security, if any, of the successful bidder. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.

2.18.8 If the bidder fails to execute the agreement within the specified period without any intimation to JMRC, such failure will be treated as a breach of the terms and conditions of the tender and may result in forfeiture of the Earnest Money Deposit (Bid Security), if any, in part, or in full at the discretion of JMRC.

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

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

2.20 Performance Security Deposit

2.20.1 Prior to execution of work order, Performance security shall be solicited from successful Bidder except the departments of the State Government and undertakings, corporations,

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

2.20.2 The successful bidder shall be required to deposit an amount equal to 5% of the amount of Contract value and required to be submitted within the time period governed with RTPPR, 2013 respective clause.

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

I. Bank Draft or Banker's Cheque of a scheduled bank;

II. Bank guarantee/s or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security. Government of Rajasthan amended the Rajasthan Stamp Act 1998 vide Finance Bill 2015 and inserted Article 13-A which provides 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 percent of the amount secured subject to maximum of Rupees 25000/-.

III. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

2.20.4 Performance security furnished in the form specified in clause 2.20.3 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, if any. In case, the time of completion of work gets enlarged / extended, JMRC has full right to get the validity of performance security extended to cover such enlarges / extended time.

2.20.5 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.

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

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

2.20.8 **In addition to performance security, an Additional Performance Security in rule 75**, (1) an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance

Security shall be deposited through Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee or electronic bank guarantee (e-BG).

Explanation: For the purpose of this rule,-

(i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

(ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.

(iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.

(2)The Additional Performance Security shall be refunded to the contractor after satisfactory Completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]

3 General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Contract Documents:

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

3.1.2 Scope of Supply

Subject to the provisions in the bidding document and contract, the execution of complete scope of work shall be executed as per Letter Of Acceptance (LOA)/Purchase Order.

3.1.3 Delivery

Subject to the conditions of the contract, the supply and services shall be executed within the time period mentioned in Letter Of Acceptance (LOA)/Purchase Order or earlier as specified in the purchase order/LOA which will be issued by JMRC to the successful bidder.

3.1.4 Recoveries from Supplier/ Contractor

Recovery of liquidated damages, short supply, defects in, rejected shall be made ordinarily from bills or Performance Security Deposit (as the case may be).

The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and Bid Security available with the department.

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

3.1.5 Inspection

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ Contractor's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

The material supplied and Work executed shall be inspected by nominated JMRC staff. The documentary reports, work completion reports for the same is to be submitted to JMRC.

3.1.6 Rejection

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

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

3.1.7 Payments

Advance Payment will not be made. Payment of the work executed shall be made only when the work completed/materials delivered as specified in this bid, and the work is found to be satisfactory and accepted by the inspecting authority of JMRC.

3.1.8 Liquidated Damages (LD)

3.1.8.1 In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Purchase order with the Bidder has failed to supply/ install/ complete/service (whichever is application):-

(a) delay up to one fourth period of the prescribed delivery period: 2.5%

(b) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%

(c) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%

(d) delay exceeding three fourth of the prescribed period: 10%

3.1.8.2 Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

3.1.8.3 The maximum amount of liquidated damages shall be 10% of the contract value.

3.1.8.4 In case of extraordinary circumstances or situations beyond control of the contractor, if the contractor requires an extension of time due to occurrence of any hindrance, he shall apply in writing to the competent authority for the same immediately but not after the stipulated date of completion of supply. Time period may be extended with or without penalty on request in writing to competent authority.

3.1.8.5 Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.

3.1.9 Termination

Termination for Default

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

1) 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
2) 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
3) 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.
4) If the supplier/ Contractor commits breach of any condition of the contract.

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

Note: In addition to the conditions specified above, the approved GCC are applicable and available on the JMRC website. Amendments to regulations/acts from time to time shall be applicable thereof. The successful bidder shall submit a declaration for acceptance of the terms and conditions mentioned the GCC {clause 6.6 Form F (j)}.

4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

4.1 Bidders to Bid for all Items

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

4.2 Special Terms

4.1.1 **Definition of "Employer":** Term "Employer" shall mean "JAIPUR METRO RAIL CORPORATION LIMITED (JMRC)", its legal successors and assignees or otherwise any person/Engineer nominated or appointed from time to time by the JMRC.

4.1.2 Disputes shall be settled through two stages:

a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" (as amended from time to time) and in accordance with this Clause.

4.1.3 **Order of Precedence (Refer Bid Form 6.14 Form-: M, CONTRACT AGREEMENT):** In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be the order in which the Contract Documents are listed in Bid Form 6.14 Form-: M, CONTRACT AGREEMENT.

4.1.4 Bidders are advised to carry out extensive survey and site visit and analysis at their own cost, before submitting the bid as per JMRC extent procedures and permission.

4.1.5 Accidents - It shall be the entire responsibility of the contractor to adopt all the safety measures in deploying personnel who are adequately trained in safety. If any accident occurs due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

4.1.6 Contractor shall be responsible for insurance and safety of the labor involved in executing the scope of work of this BID.

4.1.7 The contractor shall make sure that no harm or damage is made to JMRC property and assets while executing the scope of work of this BID. The performance security/payment shall be forfeited or shall be refunded/ made only after making the adjustments for any such damage made by the contractor and his staff.

4.1.8 The work shall be as per the contract and as per the requirements and specifications mention herein document.

4.1.9 Variation in quantities/Extension /Operation of new item in BOQ etc shall be governed as per SOP/JMRC and RTPPR 2013.

4.3 Payment Terms and Penalty Terms

4.3.1 No advance payment will be done.

4.3.2 Payments to the Contractor will be made only after successful completion of work as specified in this bid, and the work is found to be satisfactory and accepted by the inspecting authority. 95% amount of contract value will be paid on this account, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it. Remaining 5% amount will be released after completion of Warranty/DLP period. No interest shall be liable on JMRC account.

4.3.3 Due payments shall be made by the purchaser, at earliest after submission of an invoice or request for payment by the supplier/ Bidder, and the purchaser has accepted it.

4.3.4 The currency or currencies in which payments shall be made to the supplier/ Bidder under this Contract shall be Indian Rupees (INR) only.

4.3.5 All remittance charges will be borne by the supplier/ Bidder.

4.3.6 Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

4.3.7 GST shall be paid extra on prevailing rates at the time of billing.

4.3.8 No other taxes, duties, levies or transportation charges shall be paid by JMRC other than stated in BOQ.

4.3.9 The rate must be stated separately both in words and in figures. In case of discrepancy between the price quoted in word and figures, the rates quoted in words would be treated as final.

4.3.10 If any work/ item not carried out as per the specification of the work as mentioned in BoQ and Scope of Work, the proportion amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill.

4.3.11 No price variation shall be there during the agreement period/ extended period of agreement.

4.3.12 The quantity of work may vary as per site requirement during contract period/extended period and this shall be governed as per RTPPR 2013.

4.3.13 If bidder fails to submit performance security, execution of contract within specified time, no payment shall be made for the work, if any.

PENALTY:

4.3.14 If the contractor fails to complete the work within the time mentioned in work order then a penalty shall be imposed as per clause 3.1.8 (Liquidated Damages). This penalty amount shall be deducted from the bill of contractor.

4.3.15 During Warranty/DLP period, if any fault occurred/up-gradation of software/hardware required in SCADA system (Make: Schneider) it should be attended within 2 hours of reporting. The rectification time shall never exceed 48 hours. In case of delay more than 48 hours, a penalty @ 0.25% of value of the particular item (as mentioned in BOQ) shall be levied for every 24 hours of delay in rectification of machine. This will be applicable during warranty/DLP and this amount shall be deducted from the 10% withheld amount of Contractor. In no case, Penalty amount shall not be exceed to 10% of the contract value.

4.3.16 The total penalty amount shall not exceed 10% of Total contract amount.

4.3.17 Existing SCADA system is in working condition. Bidder has to ensure for no interruption in JMRC current system. Any interruption in current working SCADA system, if any, will invite penalty @ Rs 10000 per day reckoned from intimation by JMRC.

4.4 Warranty/DLP period:

4.4.1 Warranty shall be 36 months from the date of commissioning of work. During this period of time, if any system (as mentioned in BOQ) found not working satisfactorily than up-gradation/repairing/replacement (as per the situation arrived) is to be done by contractor. Nothing shall be paid extra.

4.2.1 If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise at any time during warranty period and bidder is notified thereof, the bidder at his own expense and at no cost of JMRC, make such alterations, repairs and replacements at the site within 48 hours of intimation of complaint by JMRC through mail/SMS/call as may be necessary to permit facilitate the functioning of the equipment in accordance with the specifications.

4.2.2 JMRC shall evaluate performance of bidder firm after completion of Warranty period and may decide to deduct/fortify PBG amount, for every loss in JMRC, due to failure on part of bidder firm to provide effective warranty at site.

4.5 VARIATION

4.5.1 Right to vary Quantity will be governed as per Rule 73 of RTPPR, 2013.

4.5.2 Orders for extra items may be placed upto 5% of the value of the original contract. The fair market value of such extra items payable by the JMRC to the contractor shall be determined by the JMRC in accordance with guidelines prescribed by the administrative department concerned.

4.5.3 Orders for additional quantities may be placed, on the rates and conditions given in the contract and Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under:-

(a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

(b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

(i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;

(ii) that the additional quantities so procured shall be part and parcel of the work being executed;

4.6 Procuring Entity's Right to Accept Or Reject Any Or All Bids

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

5 TECHNICAL SPECIFICAION and SCOPE OF WORK:

5.1 Technical Specification:

5.1.1 The bidder has to provide up-gradation of SCADA system (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS as mentioned in table given below:

Sr. No.	Details of Software/ hardware to be up-graded	Existing Installed Version	New Version details required to be installed	Location	Quantity in Nos.
1	Server Hardware Up-gradation Advantech Server Machine	Win Server Standard 8 GB RAM Intel Core2 Quad CPU	Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIex8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4* 8GB DDR4)	MSOR RSS	2
2	Server Software Up-gradation Advantech Server Machine PACiS to EcoSui	Windows server 8, Pasis OI pack	Window server 2019 STD 16 Core 64 bit, EcoSUI latest version	MSOR RSS	2
3	DR/EWS Hardware Upgrade Advantech Server Machine	Win Server Standard 8 GB Ram Intel Core2 Quad CPU	Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIe x8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4x8 GB DDR4)	MSOR RSS	1
4	DR/EWS Software Upgrade PACiS to EcoSui	Windows Server 8, PASiS OI pack	Windows server 2019 STD 16 Core 64 Bit, EcoSUI latest version	MSOR RSS	1
5	Gatewey PC Hardware Upgrade Advantech Server Machine	Win 7, 2 GB RAM, Intel Dual Core CPU	CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation industrial CPU Cooler	MSOR RSS	2
6	Gateway PC Software Upgrade PACiS to EcoSUi	Win 7, PASis OI Pack	Latest Window version with EcoSUI Gateway License	MSOR RSS	2
7	Server PC for Archive/reporting with Software	Win 7, PASis OI Pack	CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation with industrial CPU cooler, EcoSUI WEB	MSOR RSS	1

			HMI with latest window version		
8	Server Hardware Up-gradation Advantech Server Machine	Win Server Standard 8 GB RAM Intel Core2 Quad CPU	Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIex8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4* 8GB DDR4)	SICP RSS	2
9	Server Software Up-gradation Advantech Server Machine PACiS to EcoSui	Windows server 8, Pasis OI pack	Window server 2019 STD 16 Core 64 bit, EcoSUI latest version	SICP RSS	2
10	DR/EWS Hardware Upgrade Advantech Server Machine	Win Server Standard 8 GB RAM Intel Core2 Quad CPU	Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIe x8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4x8 GB DDR4)	SICP RSS	1
11	DR/EWS Software Upgrade PACiS to EcoSui	Windows Server 8, PASiS OI pack	Windows server 2019 STD 16 Core 64 Bit, EcoSUI latest version	SICP RSS	1
12	Gatewey PC Hardware Upgrade Advantech Server Machine	Win 7, 2 GB RAM, Intel Dual Core CPU	CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation industrial CPU Cooler	SICP RSS	2
13	Gateway PC Software Upgrade PACiS to EcoSUi	Win 7, PASis OI Pack	Latest Window version with EcoSUI Gateway License	SICP RSS	2
14	Server PC for Archive/reporting with Software	Win 7, PASis OI Pack	CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation with industrial CPU cooler, EcoSUI WEB HMI with latest window version	SICP RSS	1

5.2 Scope of Work:

5.2.1 The Scope of works includes " **Supply, Installation, Testing & Commissioning (SITC) works for Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS**".

5.2.2 Contractor shall execute the work as defined in BOQ. Work shall be carried out as per specified guidelines and as per directions of JMRC authorized person.

5.2.3 Scope of work includes replacement of the SCADA hardware in control room at each RSS: Server- 2 nos., Engr Ws-1 Nos., Gateway-2 nos, Report (Archiver) PC- 1 Nos .

5.2.4 Scope of work includes up gradation of SCADA software in control Room at each RSS: Server- 2 nos., Engr Ws-1 Nos., Gateway-2 nos, Report (Archiver) PC- 1 Nos .

5.2.5 Scope of work includes installation of new hardware system with ECO SUI software and new ECO SUI database.

5.2.6 Complete system signals of feeders will be checked from local (RSS) and OCC stage by JMRC. JMRC will assist in Simulation of these signals from field during site testing.

5.2.7 Contractor will define the Name and Function of any new upgrading or installing software.

5.2.8 Enhanced Graphical features:

5.2.10.1 Built-In bus bar color animation

5.2.10.2 Realtime trends of analog values a tooltip

5.2.10.3 Zoom In/ Zoom Out

5.2.10.4 On line circuit name configuration

5.2.10.5 Flash animation integration

5.2.10.6 Monitoring facilities by color bar graph status easy implementation

5.2.9 Supply of Antivirus Software with validity of at least 03 years (suitable for Schneider SCADA system) and up gradation on quarterly basis.

5.2.10 The bay Control and Protection Unit (Micom-C264, Make: Schneider) have installed in CRP at all feeders of 132KV and 25KV at both RSS (i.e. Mansarovar and Sindhi Camp RSS). The C264 is used for providing backup protection (Overcurrent and Earth fault protection) as well as controlling and monitoring of bay equipments. The protection data (settings),measurement data, fault data and events should be accessible (read & write) from local HMI of all Bay Control & Protection Units (C264) installed at both RSSs after up-gradation of SCADA system. Similarly, the Bay control unit (C264, Make: ALSTOM) also have installed in Local Control Cubical (LCC) of 132KV GIS at both RSS. The firmware of same also need to be upgrade. The required accessories like patch code and LAN cable also need to be replaced. The latest software for accessing BCPU and BCU from work station and laptop also need to be provided. A practical training on use of these software also to be provided to JMRC staff.

5.2.11 After up gradation, all relays and associated hardware shall be compatible and functional with up gradated SCADA system.

5.2.12 Bidder shall ensure to setup the necessary communication network to access all BCU's (installed in LCC of 132KV GIS) from engineering work station (DRWS) at both RSS Inclusive necessary hardware and software in DRWS .

5.2.13 Windows version should be up gradated with latest version.

5.2.14 upgraded window, EcoSUI software and other related software key / license should have life time warranty/ lifetime validity.

5.2.15 Other than above, keys should be USB based & not MAC based (Hardware based).

5.2.16 Software up-gradation during Warranty/DLP period to be ensured.

5.2.17 The software/License must be compatible to existing system.

5.2.18 The bidder will provide CD/DVD/Pen Drive containing licence/test cards as mentioned in clause 5.1 above.

5.2.19 The Bidder's engineer will provide technical support to JMRC staff regarding operating above kits and performing tests, whenever required.

5.2.20 The bidder will upload licence key in JMRC's laptop/desktop after up-gradation of software.

5.2.21 The bidder will provide classroom training at JMRC site on all above mentioned to JMRC staff.

5.2.22 After successful installation and commissioning of BOQ items, testing shall be carried out to ensure the working of complete function of SCADA system.

5.2.23 All such tools, tackles etc required for work execution shall be arranged by contractor. Nothing shall be paid extra.

5.2.24 An adequate supply of spare parts of hardware and up gradation of software shall be available throughout the design life of the works, from the date of the Employer's taking over of the works. The Bidder undertakes to notify the Employer at least 6 month prior to deleting any hardware and obsolescence of software used in the works from general availability. If, any up gradation arise in software during next ten years from the date of the Employer's taking over of the works then It will be upgraded by bidder without payment.

5.2.25 The work execution purely depends upon availability of power block / required clearance, Bidder has to adjust their plan of execution accordingly inclusive night hrs working. Nothing shall be paid extra on this account.

6 BID FORMS

6.1 Form A: Form of Bid

Note:

a. The Appendix forms part of the Bid

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

Name of Work: _____

To
Executive Director (Traction and E&M),
Jaipur Metro Rail Corporation Limited,
Room no.-407,4th Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhrigu 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 NIB No.: **JMRC/O&S/EL/2023-24/NIB/034** or such other sum as may be ascertained in accordance with the said conditions.

1	Name of the Bidder		
2	Name and Designation of Authorized signatory		
3	Registered Office Address of Bidder		
4	Address, Phone numbers, Fax No. and e-mail of Authorized signatory		
5	Checklist	Yes	NO

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 within the time period mentioned in LOA/ 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 clause 2.20 of this bid document.

5. We have independently considered the amount as per the as per Bid 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..... 2024

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

6.2 Form: B Bidder's Profile

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

6.3 Form: C 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 **"Supply, Installation, Testing & Commissioning (SITC) works for Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS"** Bid No. **JMRC/O&S/EL/2023-24/NIB/034** dated..... (here in after called "the contract") to M/s _____ (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 _____days from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.).

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) 2024 being herewith duly authorized.

For and on behalf of the_____Bank.

Signature of authorized Bank official

Name: .....
Designation : .....
I.D. No. : .....
Stamp/Seal of the Bank: .....

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

In the presence of:
Witness 1.
Signature .....
Name .....
Address .....

Witness 2.
Signature .....
Name .....
Address .....

6.4 Form D: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

Executive Director (Traction and E&M)
Jaipur Metro Rail Corporation
Room no. 407, 4th floor Admin Building,
Mansarovar Metro 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. **JMRC/O&S/EL/2023-24/NIB/034** dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

6.5 Form E: FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we, ... (Name of the Bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms..... son /daughter of Shri.....and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **"Supply, Installation, Testing & Commissioning (SITC) works for Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS" (JMRC/O&S/EL/2023-24/NIB/034)** including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF 2024

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX

2. ABC

Note:

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

6.6 Form F: Self-Declaration {to be filled by the Bidder}

To,

Executive Director (Traction and E&M)
Jaipur Metro Rail Corporation
Room no. 407, 4th floor Admin Building,
Mansarovar Metro Depot, Bhrigu path,
Mansarovar, Jaipur – 302020.

In response to the NIB Ref. No. **JMRC/O&S/EL/2023-24/NIB/0 34** 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.
j) Agree to all terms and conditions of the General Conditions of Contract (GCC).

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____ Place: _____

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

To,

Executive Director (Traction and E&M)
Jaipur Metro Rail Corporation
Room no. 407, 4th floor Admin Building,
Mansarovar Metro 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: _____

6.8 Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest

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

Any person participating in a procurement process shall -

(a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) Not obstruct any investigation or audit of a procurement process;

(g) Disclose conflict of interest, if any; and

(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder,or influence the decisions of the Procuring Entity regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

6.9 Form-:H, Annexure-:B Declaration by the Bidder regarding Qualifications

Declaration by the Bidder in relation to my/our Bid submitted to.....
For procurement of.....in response to their Notice Inviting Bids No.....dated.....

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

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

Date:

Place:

Signature of bidder

Name

Designation:

Address:

6.10 Form-:H, Annexure-:C Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is), **ED (Traction and E&M), JAIPUR.**
The designation and address of the Second Appellate Authority is **Director (O&S), 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.

6.11 Form: I [See rule S3]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
Appeal No..... of.....
Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

i. Name of the appellant
ii. Official address, if any:
iii. Residential address:

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

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:.....
   ..... (Supported by an affidavit).
7. Prayer:.....
   .....
   ...

Place.....

Date

Appellant's Signature

6.12 Form-: J, Form of Authorization from OEM for Dealer (UNDERTAKING)

(To be given & signed on Rs. 100/- Non-judicial stamp paper, duly verified by Notary)

Name of Work: .....

NIB No. : .....

We,

AND

WHEREAS

Place:

Dated:

Signed by
Authorized signatory
(Bidder)

M/s.....

Signed by
Authorized signatory
(Manufacturer)

M/s.....

(i) ..... (Bidder, authorized dealer of approved make as per NIB, herein after

(ii) ..... (Manufacturer of MAKE (Make: M/s Schneider Electric) mentioned in NIB of approved make in r/o approved make as (i) above,

M/s ..... (Bidder) is an authorized dealer of M/s .....

In case the work is awarded to us, we..... (Bidder) will comply with all provisions of NIB (as referred above,) & in case of any failure/ shortcoming/ deficiency in providing installation/ service/maintenance support the manufacturer M/s..... (as referred in (ii) above) will provide all type of technical support w.r.t. hardware/software, firmware etc. to 'Jaipur Metro Rail Corporation Ltd. (JMRC)' or any other agency authorized by 'Jaipur Metro Rail Corporation Ltd. (JMRC)' (with reference to this NIB) to execute /complete the requirement in fulfilling the installation/ service/ maintenance obligations as contained in referred NIB, while during installation/ warranty period/ CAMC period/ extended AMC period or in case of the work being executed at the risk & cost of bidder, in case of failure of bidder in fulfilling contractual obligations.

6.13 Form-: L (BANK DETAILS)

Beneficiary Name:

Beneficiary Address:

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

Bank Details:

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

Stamp & Signature of Bidder.

Note:- Bank details should be attached with bid document by bidder on their letterhead, duly signed and stamped or should be supported with one copy of cancelled cheque.

6.14 Form-: M, CONTRACT AGREEMENT

FORM OF AGREEMENT

This Agreement is made on the _____ day of _____2024 Between Jaipur Metro Rail Corporation Limited, Admin. Building, Mansarovar Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur, Rajasthan- 302020 hereinafter called "the Employer" of the one part and _____ (Name and Address of Contractor) _____ hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that certain Works should be executed, viz **"Supply, Installation, Testing & Commissioning (SITC) works for Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS"** of Jaipur Metro Rail corporation Limited hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

Now THIS AGREEMENT WITNESSETH 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, in order of preference:-

   (a) Letter of acceptance

   (b) Special Conditions of Contract

   (c) General Conditions of Contract

   https://transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/GeneralConditionofcontract-GCC.html

   (d) Addendums to bid document, if any

   (e) Notice Inviting Bid

   (f) Bill of Quantities

   (g) Specifications

   (h) Forms of Bid with Appendix

   (i) Other conditions agreed to and documented as listed below:

      (i) Statement of deviations (if applicable)

      (ii) 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 by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE 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.

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	For and on behalf of the Employer
Signature of the authorized official	Signature of the authorized official
Name of the official	Name of the official
Stamp/Seal of the Contractor	Stamp/Seal of the Contractor
SIGNED, SEALED AND DELIVERED	By the said _____
By the said _____	Name _____
Name _____	on behalf of the Employer in the presence of Witness
on behalf of the Contractor in the presence of Witness _____	_____
Name _____	Name _____
Address_____	Address_____

Note :

* To be made out by the Employer at the time of finalization of the Form of Agreement.

** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

6.15 Form-: N, 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:

Place:

Signature of bidder

Name

Designation:

Address:

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

7 BILL OF QUANTITIES (BOQ)

FINANCIAL BID FORM

Validate | Print | Help

Item Rate BoQ.

Name of Work: "Supply, Installation, Testing & Commissioning (SITC) works for Up-gradation of SCADA System (Make: Schneider) installed at Mansarovar RSS and Sindhi Camp RSS"

Contract No: JMRC/O&S/EL/2023-24/NIB/034

Name of the Bidder/ Bidding Firm / Company

PRICE SCHEDULE

(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	NUMBER	NUMBER #	NUMBER #	TEXT #
Sr. No.	Item Description	Units	Qty.	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST %	GST Amount	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	14	15	53	54	55
1	Server Hardware Up-gradation Advantech Server Machine **Installed Version-** win Server Standard 8 GB RAM Intel Core2 Quad CPU **New Version-** Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIex8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4* 8GB DDR4) **(For Mansarovar RSS)**	Nos.	2				0.00	0.00	INR Zero Only
2	Server Software Up-gradation Advantech Server Machine PACiS to EcoSui **Installed version-** Windows server 8, Pasis OI pack **New Version-** Window server 2019 STD 16 Core 64 bit, EcoSUI latest	Nos.	2				0.00	0.00	INR Zero Only

	version **(For Mansarovar RSS)**								
3	DR/EWS Hardware Upgrade Advantech Server Machine **Installed Version-** Win Server Standard 8 GB Ram Intel Core2 Quad CPU **New Version-** Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIex8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4x8 GB DDR4) **(For Mansarovar RSS)**	Nos.	1				0.00	0.00	INR Zero Only
4	DR/EWS Software Upgrade PACiS to EcoSui **Installed Version-** Windows Server 8, PASiS OI pack **New Version-** Windows server 2019 STD 16 Core 64 Bit, EcoSUI latest version **(For Mansarovar RSS)**	Nos.	1				0.00	0.00	INR Zero Only
5	Gateway PC Hardware Upgrade Advantech Server Machine **Installed Version-** Win 7, 2 GB RAM, Intel Dual Core CPU **New Version-** CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation with industrial CPU Cooler **(For Mansarovar RSS)**	Nos.	2				0.00	0.00	INR Zero Only
6	Gateway PC Software Upgrade PACiS to EcoSui **Installed Version-** Win 7, PASis OI Pack **New Version-** EcoSUI Gateway License **(For Mansarovar RSS)**	Nos.	2				0.00	0.00	INR Zero Only
7	Server PC for Archive/reporting with Software **Installed Version-** Win 7, PASis OI Pack	Nos.	1				0.00	0.00	INR Zero Only

	New Version- CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation with industrial CPU cooler, EcoSUI WEB HMI **(For Mansarovar RSS)**								
8	Server Hardware Up-gradation Advantech Server Machine **Installed Version-** win Server Standard 8 GB RAM Intel Core2 Quad CPU **New Version-** Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIex8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4* 8GB DDR4) **(For Sindhi Camp RSS)**	Nos.	2				0.00	0.00	INR Zero Only
9	Server Software Up-gradation Advantech Server Machine PACiS to EcoSui **Installed version-** Windows server 8, Pasis OI pack **New Version-** Window server 2019 STD 16 Core 64 bit, EcoSUI latest version **(For Sindhi Camp RSS)**	Nos.	2				0.00	0.00	INR Zero Only
10	DR/EWS Hardware Upgrade Advantech Server Machine **Installed Version-** Win Server Standard 8 GB RAM Intel Core2 Quad CPU **New Version-** Intel® Xeon® Scalable ATX Server Board with 4 DDR4, 5 PCIex8 or 2 PCIex16 and 1 PCIe x8, 8 SATA3.0, 6 USB3.0, Dual 10GbE, IPMI 32 GB RAM (4x8 GB DDR4) **(For Sindhi Camp RSS)**	Nos.	1				0.00	0.00	INR Zero Only
11	DR/EWS Software Upgrade PACiS to EcoSui **Installed Version-** Windows Server 8, PASiS	Nos.	1				0.00	0.00	INR Zero Only

	OI pack **New Version-** Windows server 2019 STD 16 Core 64 Bit, EcoSUI latest version **(For Sindhi Camp RSS)**								
12	Gateway PC Hardware Upgrade Advantech Server Machine **Installed Version-** Win 7, 2 GB RAM, Intel Dual Core CPU **New Version-** CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation industrial CPU Cooler **(For Sindhi Camp RSS)**	Nos.	2				0.00	0.00	INR Zero Only
13	Gateway PC Software Upgrade PACiS to EcoSui **Installed Version-** Win 7, PASis OI Pack **New Version-** EcoSUI Gateway License **(For Sindhi Camp RSS)**	Nos.	2				0.00	0.00	INR Zero Only
14	Server PC for Archive/reporting with Software **Installed Version-** Win 7, PASis OI Pack **New Version-** CPU Intel Core i7-9700 (3.0 GHz, 8 Core, 8 Threads, 12MB Cache) 9th generation with industrial CPU cooler, EcoSUI WEB HMI **(For Sindhi Camp RSS)**	Nos.	1				0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							

The above image is for reverence purposes. Original BOQ may be downloaded from http:/eproc.rajasthan.gov.in.

NOTE:

1. The Bidders shall quote the rates including the cost of material, man power, tools and plants etc., including all Statutory Charges, Taxes, duties, profit margin etc. Amount quoted above is inclusive of all technical support charges, levies, charges except GST which are to be quoted separately in rupees in the relevant column of the financial bid. The quoted amount also

includes any other legal liabilities which may be in force at present or may arise in future etc. Nothing will be paid extra by JMRC in addition to the above quoted bid amount.

2. **Bidder is advised to visit the actual site of JMRC and nature of work before quoting the rates.**

3. **Detailed scope of work and Technical specification is mentioned item wise in clause 5.1 and Clause 5.2 of Section 5 Technical Specifications and Scope of Work of bid documents (Refer 5.1).The technical specifications of material should be same as mentioned in clause 5.1 of Section 5 Technical Specifications of bid documents (Refer 5.1).**

4. Evaluation will be done on lowest Bidders on total cost incl. taxes in financial bid (L1) of BOQ subject to fulfillment of eligibility criteria as per clause 2.5 of bid document.

5. Bid is invited through online tendering process, financial quote should not be indicated in technical bid, other than financial bid (BOQ) in XLSX format.

Signature of firm's representative

(With seal of firm)

5 CHECK LIST

Sr. No.	Proposal will contain the following documents :	Whether enclosed	To be submitted online through E-proc. website in Technical Bid (scanned copy in pdf format)	To be submitted in original in sealed envelope as physical instrument in Technical Bid	To be submitted online through E-proc. website in 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: Bidder's Profile duly filled and signed	Yes/No	✓	X	X
4.	Form C: Performance Security.	Yes/No	✓	X	X
5.	Form D : Bidder's Authorization Certificate	Yes/No	✓	X	X
6.	Form E : Power of Attorney	Yes/No	✓	✓	X
7.	Form F: Self-Declaration	Yes/No	✓	X	X
8.	Form G: Certificate Of Conformity/No Deviation	Yes/No	✓	X	X
9.	Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest	Yes/No	✓	X	X
10.	Form-:H, Annexure-:B Declaration by the Bidder regarding Qualifications	Yes/No	✓	X	X
11.	Form-:H, Annexure-:C Grievance Redressal during Procurement Process	Yes/No	✓	X	X
12.	Form: I [See rule S3]	Yes/No	✓	X	X
13.	Form J: Form of Authorization from OEM or OEM certificate (UNDERTAKING)	Yes/No	✓	✓	X
14.	Form-:L, Bank Details	Yes/No	✓	X	X
15.	Form-: M, CONTRACT AGREEMENT	Yes/No	✓	X	X

Sr. No.	Proposal will contain the following documents :	Whether enclosed	To be submitted online through E-proc. website in Technical Bid (scanned copy in pdf format)	To be submitted in original in sealed envelope as physical instrument in Technical Bid	To be submitted online through E-proc. website in Financial Bid (scanned copy in xlsx format)
16.	Form: N, Undertaking of not being blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU).	Yes/No	✓	X	X
17.	Cost of Bid document(DD/Banker Cheque)	Yes/No	✓	✓	X
18.	Bid Security	Yes/No	✓	✓	X
19.	e-Bid Processing fee (DD/Banker Cheque)	Yes/No	✓	✓	X
20.	Financial Bid Form duly filled in and digitally signed	Yes/No	X	X	✓