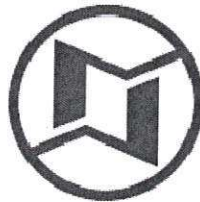


Price Rs. 5900

**RFP FOR ENGAGING (HIRING) CONTRACTOR FOR  
PROVIDING OFFICE SUPPORT SERVICES AT JMRC  
CORPORATE OFFICE AND OTHER SITES OFFICES OF  
JMRC**

**BID DOCUMENT**

RFP No.F1(A-689)/JMRC/DC/Admin/Manpower RFP/2023-24/ 10 Dated: 20/07/2024



JAIPUR METRO



Jaipur Metro Rail Corporation Ltd.  
Admin Building, Metro Depot, Bhrigu Path,  
Mansarovar, Jaipur-302020  
Website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in)  
Email: [dc@jaipurmetrorail.in](mailto:dc@jaipurmetrorail.in)  
CIN: U60221RJ2010SGC030630



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## 1. NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) intends to engage (hire the service of) qualified and experienced Contractor through online open competitive Bidding for providing office support service on outsourced basis to JMRC, Jaipur for a period of two years.

JMRC intends hereby to invite online bids from eligible Bidders for Providing of their services for a period of two years through this 'Request for Proposal' (RFP) to provide office support services.

- i. 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 proposal on this website duly signed with their digital signatures following Two Part Bid procedure. The complete bid document can also be seen on Corporation's website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) and state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).
- ii. Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in> to participate in the online tenders. As per Information Technology Act, 2000, interested Bidders will have to obtain the Digital Signatures (class 3 category) issued by a licensed Certifying Authority for e-tendering portal. Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC shall be used to sign the bids submitted online by the bidder. Unsigned Bids will not be entertained and will be rejected outrightly.
- iii. Schedule to the invitation of RFP/Tender:

S. No.	Item	Particulars
a)	Name of work	Providing office support services to JMRC
b)	RFP/Tender No	RFP No. F.1(A-689)/JMRC/DC/Admin/Manpower RFP/2023-24/ 10 Dated: 20/07/2024
c)	Designation and address of the authority inviting RFP/ tender	Director (Corporate Affairs), JMRC, Jaipur.
d)	Duration of contract	Two years from date of signing of agreement
e)	Estimated Cost	Rs. 5,72,00,000 (Five Crore Seventy Two Lakhs) (Inclusive of all Taxes)
f)	Cost of Bid Document (Tender fee) (Non-Refundable)	Rs. 5900 (Rupees Five Thousand Nine Hundred Only) (Rs. 5000+ GST@18%)
g)	e-tender Processing Fee (Non-Refundable)	Rs. 2500 (Rupees Two Thousand Five Hundred Only)
h)	Bid Security Deposit	Rs. 11,44,000 (Rs. Eleven Lakh Forty Four Thousand)
i)	Date of issue	20/07/2024
j)	RFP Download Start Date	20/07/2024
k)	Date and Time for Pre Bid Meeting	26/07/2024, 11:30 Hrs
l)	Last Date for submission of Queries	26/07/2024, 17:00 Hrs





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S. No.	Item	Particulars
m)	Last date of issue of clarification by JMRC	31/07/2024
n)	Online Bid submission Start Date / Time	31/07/2024, 11:00 Hrs
o)	Last date and time for Online Bid submission.	12/08/2024, 15:00 Hrs
p)	Last date and time for Physical submission of original DD / BC / BG for Tender fee, Bid Security and e-tender Processing Fee in JMRC office	12/08/2024, 16:00 Hrs
q)	Technical Bid Opening Date / Time	12/08/2024, 16:30 Hrs
r)	Financial Bid Opening Date / Time	Will be intimated later to the Technically qualified bidders through e-mail / phone/e-proc portal.
s)	Websites for downloading Tender Document and subsequent clarification/modification, if any	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> <a href="http://www.jaipurmetrorail.in">www.jaipurmetrorail.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
t)	Websites for Online Bid Submission	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
u)	Bid Validity	120 Days from the last date of bid submission

Note:

1. The Technical Bids will be opened on the specified date & time in the presence of Bidders or their authorized representative who chooses to attend the same. In the event of the date specified for bid receipt and opening being declared as a government holiday, the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the Jaipur Metro Rail Corporation Limited (JMRC).
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the websites mentioned above. Intimation for change in the schedule of Bid opening etc. shall be published on these websites only. The perspective bidders are advised to visit the website on regular basis for amendments, update, clarifications if any as applicable.
3. Physical submission of bid is not allowed in any case.
4. JMRC will not be responsible for any delay in submission of online bid due to any reason.
5. This is a National competitive Bidding (NCB).

**Director (Corporate Affairs)**  
Jaipur Metro Rail Corporation, Jaipur.







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## 2. DEFINITIONS

<b>Agreement</b>	The Contract Agreement shall be executed between JMRC and Contractor, subsequent to the Letter of Award, as per the format at Annexure- IV.
<b>Contractor/Firm</b>	The successful Contractor engaged pursuant to this RFP for conducting the Work as per the Scope of Work defined in this document.
<b>Corporation/ JMRC</b>	Jaipur Metro Rail Corporation Ltd. (JMRC)
<b>Services/Work</b>	Shall mean office support services to JMRC as mentioned in Scope of Work
<b>Contractor Personnel/Staff</b>	Shall mean and include all the employees, workers, agents etc., of the Contractor who may be engaged by the Contractor (directly or indirectly) for providing the office support services to JMRC, Jaipur, under the agreement.
<b>LOA</b>	Letter of Acceptance - Letter from Corporation to selected Contractor conveying selection and outlining the terms and rates for the work/Service.
<b>RFP</b>	Request for Proposal document along with all corrigendum/Addendum and Amendments issued
<b>Bidder</b>	The eligible legal entity which submits proposal in response to this RFP within the time prescribed for the purpose
<b>Technically Qualified Bidder</b>	A Bidder whose Technical Bid is found technically responsive by JMRC

## 3. ELIGIBILITY OF BIDDERS

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	Bidder must be a business entity recognized in the Indian law i.e. Proprietorship firm, Partnership/ LLP or Company incorporated in India as per Indian Companies Act 1956/2013 and having its registered office in India under relevant laws.	<ul style="list-style-type: none"> <li>a. Registration certification of the firm/ Partnership deed/ Certificate of incorporation, etc.</li> <li>b. Articles of Association &amp; Memorandum of Association (if applicable)</li> <li>c. Income Tax Registration (PAN)</li> <li>d. GST Registration.</li> </ul>
ii.	The bidder firm should be in existence at least for last five years excluding the current financial year (on or before 01.04.2024) & should be in business of providing supply of manpower services.	<ul style="list-style-type: none"> <li>a. Registration certification of the firm/ Partnership deed/ Certificate of incorporation, etc.</li> <li>b. Articles of Association &amp; Memorandum of Association (if applicable)</li> <li>c. Income Tax Registration (PAN)</li> <li>d. GST Registration.</li> </ul>







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S. No.	Eligibility Criteria	Documents required to substantiate the same
d.	Bidder should neither be a black listed firm nor should its contracts have been terminated/foreclosed by any company /department during last 3 financial years ending <b>31.03.2024</b> and during current financial year till date of bid submission due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile ( <b>Annexure-II, Form-II</b> ).
e.	Either the Registered Office or the functional Branch Office of the Contractor with a telephone / mobile connection should be located in Jaipur on the last date of bid submission or it should be willing to open office before execution of contract agreement.	Landline Telephone/ mobile bill/ copy of registration certificate of office in Jaipur/ Rent Agreement/ Lease Agreement/ Electricity bill / Water bill (Current) etc. in the name of Bidder firm.  <b>Note:</b> If the bidder firm does not have registered or functional Branch Office in Jaipur then it will have to submit an undertaking (on its letter head along with the bid) for willingness to open office at Jaipur before execution of contract agreement and shall establish office in Jaipur & submit relevant document within 15 days of execution of contract agreement.
f.	The bidder should have the following registrations as per GoR circular No. F.2(1)/Fin/SPFC/2017 dated 30.04.2018 a) Registration certificate and Licence Number under Contract Labour (Regulation & Abolition) Act, 1970 b) Under Employees' Provident Funds and Miscellaneous Provisions Act, 1952. c) Under Employees' State Insurance Act, 1948. d) Under The Private Security Agencies (Regulation) Act, 2005 & The Rajasthan Private Security Agencies (Regulation) Rules, 2006	Self attested copy of the each document/ certificate for (a) to (d), in the name of Bidder Firm (not in individual name).  However for document of point-(d), If the bidder firm is not registered then it will have to submit an undertaking in the <b>Form-V</b> of the <b>Annexure-II</b> along with the Technical Bid for getting registered under the said act within 15 days of issuing LoA.
<b>Minimum Technical Eligibility:</b>		
g.	The bidder firm should have similar work on the reputed private sector companies/Public Sector Companies/Banks /Hospitals/ Hotels/Central or State Government Departments etc. during past	Certificate(s)/document(s) clearly indicating the satisfactory completion of the work(s) issued by the authorised signatory of the client clearly



Signature (Authorised Signatory)





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S. No.	Eligibility Criteria	Documents required to substantiate the same
	<p>5 years</p> <p>a) At least ONE similar work of value not less than Rs.4.58Crore</p> <p style="text-align: center;"><b>OR</b></p> <p>b) At least TWO similar work of value not less than Rs.2.86 Crore</p> <p style="text-align: center;"><b>OR</b></p> <p>c) At least THREE similar work of value not less than Rs.2.29 Crore</p> <p><b>*Similar work: Providing office support services, like Office assistance/Driving/Office Support/Data Entry operation/Chokadari or equivalent.</b></p>	<p>mentioning:</p> <ol style="list-style-type: none"> <li>1. Period of the work</li> <li>2. Contract value.</li> <li>3. Performance</li> </ol>
<b>Minimum Financial Eligibility</b>		
	<p>h. <b>NET WORTH:</b> The firm shall have a Positive net-worth in the last Financial year i.e year ending 31<sup>st</sup> March 2024.</p> <p><b>ANNUAL TURNOVER:</b> The firm's annual average turnover should not be less than 50% of the estimated cost i.e.2.86Crore for last 3 years.</p>	<ul style="list-style-type: none"> <li>• Audited Profit and Loss A/c &amp; Balance Sheet.</li> </ul> <p style="text-align: center;"><u>OR</u></p> <ul style="list-style-type: none"> <li>• Certificate from a Chartered Accountant certifying the turn over and Net worth with a valid UDIN number.</li> </ul>

Note: All requisite documents submitted for eligibility criteria must be clearly legible and must clearly mention the information required.

#### 4. SUBMISSION OF BID

- The bidder shall submit the Bid only through the online tendering portal <https://epro.rajasthan.gov.in>. Submission of bids by any other mode like Post, FAX or e-mail or presented in person will not be considered.
- The Bidder should get himself registered on procurement portal (<https://epro.rajasthan.gov.in>)&create users and assign roles on this portal. Further to this, bidder shall download the relevant documents as required for submission of the BID like Notice Inviting Bids (NIB) &copy of RFP from this site etc.
- To participate in online bidding process, Bidders must procure a Digital Signature Certificate (class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- Bidder (authorised signatory) shall submit the BID on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of

Signature (Authorised Signatory)





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DD/Bankers Cheque for Tender Fee& e-tender Processing Feeand scanned copy of DD/ Bankers Cheque /Bank Guarantee for Bid security. However, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee&Bid security shall be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per NIB.

**Executive Director (Corporate Affairs)**

Jaipur Metro Rail Corporation,  
Admin Building, Metro Depot, Bhrigu Path,  
Mansarovar, Jaipur-302020

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care 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.
- vii. A single-stage two part bid selection procedure shall be adopted. The Bid shall contain:
  - a) **1<sup>st</sup>Part : Technical Bid**

This Part should contain the Technical Bid document consisting of copy of this 'Request for Proposal' with each page duly signed and stamped by the authorized representative of the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, Demand Draft/Bankers Cheque/Bank Guarantee with Annexures of RFP duly filled in support of eligibility, Bid Security, tender fee and e-tender processing fee.

All the Annexure shall be duly filled (except III, IV & VI), signed & stamped and scanned (in pdf format) and submitted online as part of technical bid.

**No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.**

**b) 2<sup>nd</sup>Part:Financial Bid (BOQ)**

This Part should contain the Financial Bid in the prescribed Format as per **Annexure-III.**

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. The bidder must be aware while quoting **the percentage (%) in the BoQ** ( Bill of Quantity in MS Excel Format) that he has select only excess (+) in





the quoted rate in figure section. **Zero or negative quoted rates shall not be considered and the bid shall be summarily rejected.**

- iv. Fill Bidder's Name and service charge (In the term of percentage of total wages amount for two years in down loaded Financial Bid format as specified (in XLS/ XLSX format only) in greenback ground cells.
- v. Validate the sheet and Save filled copy of downloaded financial bid file in your computer and remember its name & location and upload the correct file (duly filled in) on the e-proc portal..

## 5. CORRESPONDENCE

For any clarification regarding this RFP, the following officer of JMRC may be contacted:

JGM (Administration)

Jaipur Metro Rail Corporation,

Admin Building, Metro Depot, Bhriugu Path,

Mansarovar, Jaipur-302020 Tel. No.0141-2822753

Email:jgmadm@jaipurmetrorail.in

For any assistance in online submission, RISL helpline may be contacted as per following details:

Helpline No. 0141-4022688, Email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

## 6. COST OF BID DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE

- i. The complete bid document can be downloaded or online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is Rs. **5000+GST@ 18% totalling 5900/-** 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 Tender fee is non-refundable.
- ii. In addition, E-tender processing fee of Rs.2500/-per bid shall be paid in the form of banker's cheque/ DD of Scheduled Bank drawn in favour of '**Managing Director, RISL**', payable at Jaipur.

## 7. BID SECURITY DEPOSIT

- i. Bid Security in the form of Demand Draft/Bankers Cheque of Rs. 11,44,000(Rupees Eleven Lakh Forty Four Thousand only) drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The Bid security can also be deposited in the form of Bank Guarantee (**valid up to 120 days from the Last date of Bid submission**) in the format enclosed at **Annexure-V** drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
- ii. Any Bid not accompanied by valid Bid Security in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- iii. The Bid Security Deposit shall be forfeited in the following cases but not limited to , namely:
  - a. when the bidder withdraws or modifies its bid after opening of bids;



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- b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
  - e. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- iv. The Bid Security of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
- v. The Bid Security shall be returned promptly after the earliest of the following events, namely:-
- a. The expiry of validity of bid security;
  - b. The execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. The cancellation of the procurement process; or
  - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- vi. If the successful Bidder fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid Security, in part or in full, at the discretion of JMRC.

## 8. SCOPE OF WORK

**The scope of work of this tender shall be as given below:**

- i. The qualifications and tentative quantity work experience required for providing the services through contractors personnel to be deployed by the Contractor is given in the table below.





TECHNICAL REQUIREMENTS FOR THE CONTRACTOR TO BE DEPLOYED FOR PROVIDING OFFICE SUPPORT SERVICES

Services.	Category of Skill required for the service.	Qualifications for properly providing the required services to JMRC	Approx. Requirement of office support services (indicative Only)	Minimum Base wages to be paid per month during 1 <sup>st</sup> year (excluding employer's contribution for PF & ESI and without GST) (in Rs.)
1	2	3	4	5
Office Assistance	Highly Skilled	<p>(i) Graduate in any discipline from a recognised university. <b>and</b> (ii) Basics of Computer skills. <b>and</b> (iii) 3 year experience in similar field.</p> <p>Note: Preference will be given for staff having :</p> <p>(iv) Master Degree from recognised university. (v) Relevant technical qualification like "O" level course of DOEACC/Tally/PG Diploma in Journalism/PGDBM/RSCIT etc.</p>	19	14100/-
Data-Entry-Operation	Skilled	<p>(i) Graduate in any discipline from recognised university (ii) Efficiency in English/Hindi typing speed : In Hindi-30 WPM and In English- 40 WPM (iii) Should possess basics computer skills.</p> <p>Note: Preference will be given for staff having done certification course like O level, RSCIT etc.</p>	36	11800/-
Driving	Skilled	<p>(i) Experience of at least three years of driving LMV/HMV (ii) Authorised Driving License LMV/HMV (desirable: Both).</p>	28	11800/-
Security /Choukidari	Semi - skilled	X Passed	27	9000/-
Office support	Unskilled	X Passed	40	8250/-



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Services.	Category of Skill required for the service.	Qualifications for properly providing the required services to JMRC	Approx. Requirement of office support services(indicative Only)	Minimum Base wages to be paid per month during 1 <sup>st</sup> year(excluding employer's contribution for PF & ESI and without GST) (in Rs.)
1	2	3	4	5
service				
Total			150	
<b>Note:</b> - No. of Office support services contractor personnel is indicative only and may be decreased or increased as per requirement of JMRC.				

Sl No.	Details	Amount (in Rs.)
1.	Total Minimum wages cost of 150 Contractual Manpower for providing services for 2 years.	4,07,90,554
2.	Statutory obligations (EPF, ESI, GST as per applicable rates (Employer contribution) for 150 contractual staff for providing services for 2 years.	1,64,22,850
3.	Total estimated amount for two years for providing office support services.	5,72,13,404





If Government increases the minimum wages during the period of this contract being in force, the Contractor will pay revised minimum wages to manpower, if such minimum wages are higher than above mentioned monthly wages, from the date on which such revision comes into force. In such case of upward revision of wages, JMRC will pay applicable minimum wages or above mentioned wages, whichever is higher from the date on which such revision comes into force. There will not be any revision in the rate of Service charges due to revision of wages, whatsoever be the reason, during the period of contract/ extended period of contract. **The contractor shall be solely responsible for payment of minimum wages and compliance of Central Minimum Wages Act, 1948.** JMRC will pay the difference in increase in applicable minimum wages.

#### SERVICE HOURS AND RESPONSIBILITIES:

Position	Duty Hours	Service Responsibilities
1	2	3
Office Assistance	8 hours daily, six days per week	Office works as required by the officer
Data-Entry-Operation		Office work, primarily of clerical nature, including but not limited to data-entry, as required by the officer
Driver		Driving of JMRC's vehicle (s) & as per the requirement by the officer
Multi Tasking/Office Services		Office support work as required by the officer
Security Guard/Choukidari		Security and watch & ward work of JMRC in-out of visitors, properties including estate properties of JMRC

#### 9. INSTRUCTIONS TO BIDDERS

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

##### 1. Compliance With RTPP ACT & rules

1.1. Bidder to ensure compliance with RTPP ACT & Rules, primarily following-

1.1.1 The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rules 80 (2) of RTPP Rules.





1.1.2 A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.

1.1.3 Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.

## 2. Eligible Bidder and Supply

1. A Bidder may be an Individual person, Private entity, Government entity recognized by Indian Law.
2. A Bidder shall be registered in India i.e only National Bidders shall participate.
3. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.
4. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP Rules and this Bidding document.
5. Bidder is required to provide proof of GST (Goods and Service Tax) Registration and PAN (Permanent Account Number) and EPF registration number.
6. Each Bidder shall submit only one Bid.

## 3. General Instructions:

- i. JMRC's General Conditions of Contract (GCC) are part to this RFP Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the GCC uploaded on the Corporation website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in).
- ii. Quantities as mentioned in the Scope of Work above are approximate.
- iii. If any change/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the tender, full Bid Security Deposit/Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- iv. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- v. Tenders filed after the last time and date for submission of Bid shall not be considered.
- vi. If some of the document/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- vii. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- viii. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the tender liable for rejection.
- ix. If required, the bidders may be called for presentation/briefing at a date and time to be decided later.
- x. Any Bid not supported by valid Bid Security Deposit, Tender fee and e-tender processing fee, in acceptable form will be liable to be treated as being non-responsive and their Bids will not be accepted for evaluation.
- xi. The Bid Security Depositor is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. The decision of JMRC in this respect shall be final and binding.







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- xii. Bids complete in all respects must be filed not later than the time and date indicated in this RFP. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xiii. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- xiv. JMRC may in its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has –
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
  - If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
  - Submitted Tender document, which is not accompanied by required documentation and Bid Security Depositor not submitting the declaration, is non-responsive.
  - Failed to provide clarifications related thereto, when sought.
  - Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

## 10 EVALUATION OF BID DOCUMENTS

- The bids will be opened online on website at the time, date and place as per schedule specified in the Notice Inviting Bids (**Clause1**) of this RFP.
- Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- The Financial Bids of only those Bidders who clear technical evaluation stage will be opened & evaluated on the date decided and intimated through e-proc website later on.
- The Bidder should quote for the Rate against of service charges for one qty. (in figures) for two years as per Clause 8 of the RFP) as mentioned in the Financial Bid format. The service charges shall include all incidental charges of office support services deployment, supervision charges, provision of uniform & ID card, legal & statutory compliance cost, establishment/ overheads, transport, all risks, rest relievers and any other obligations set out or implied in the Contract, Contractors profit and any other charge incident to this contract. It will be over and above the monthly emoluments to be paid to the personnel.
- The bidder must fill only the figures (wage per month) against each category of Support service staff and shall also fill the Service charge per Month against each category of Support staff, in the Financial Bid (Annexure –III). Quoted rate zero or less than base







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- rate in the given column "Quoted Rate" for wages of support service staff& service charges shall not be considered and the bid shall be summarily rejected.
- vii. The evaluation will be done on the total amount payable per month for the required support staff services for two years for 150 support personnel and the service charge as per Clause 8 of the RFP) quoted in Financial Bid.
  - viii. The Bidder whose Bid is found responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful Bidder.
  - ix. In case of tie in the quoted total cost in Financial Bid, the bidders with the same bidding amount percentage will be asked to resubmit their bids. The bidding amount then should necessarily be lower than that of the rates quoted earlier.
  - x. In case of tie again, the work will be distributed among the successful bidders. In that case, decision of JMRC shall be final and shall be acceptable to the bidders.
  - xi. No further discussion/ interface will be held with the bidders whose bids have been Rejected/ Disqualified/ Technically Disqualified.
  - xii. Notwithstanding anything contained in the RFP Document, the Corporation reserves the right to:
    - a) accept any tender not necessarily lowest,
    - b) reject any tender, or,
    - c) reject all tenders and annul the bidding process,
 without assigning any reason at any time before issuance of a letter of award without incurring any liability.

## 11 AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Award sent through e-proc website, registered/Speed Post/ by hand that the Bid has been accepted by JMRC.
- ii. Upon receipt of the 'Letter of Award' (LOA), the Successful Bidder shall return one copy of the Letter of Award duly signed and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award as an acknowledge for acceptance of LoA.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to **5% (Five Percent)** of the approved contract amount in the form of Demand draft or Bank Guarantee from any scheduled bank (in Annexure-VI) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of Letter of Award. The Bank Guarantee (for Performance Security Deposit) should remain valid for a minimum period of 60 days beyond the expiry date of contract period. An agreement on non-judicial stamp paper as per format at **Annexure-IV** shall be executed within 15 days of issue of LOA. One copy shall be retained by the Corporation and the other copy shall remain with Contractor The bidder shall pay the expenses of execution and stamping the agreement.
- iv. An Additional Performance Security as per rule 75A of RTPPR 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 s, Demand Draft, Banker's cheque, Bank guarantee.







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- v. After completion of all contractual obligations, Performance Security Deposit shall be returned to the successful Contractor within 60 days.
- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security Deposit will have to be accordingly deposited/ renewed (for the revised contract amount) by the Contractor to meet the requirement of validity of Performance Security up to the extended contract period enhanced by three months.

## 12 CONDITIONS OF CONTRACT

### 12.1 GENERAL CONDITIONS

- i. The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RTPP Act/Rules/RFP shall prevail.
  - ii. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
  - iii. The Contractor not sub-let the services or a part thereof vertically to any other party.
  - iv. While discharging the assigned services, the Contractor shall follow all applicable Acts, rules and regulations with regard to manpower and services. It shall also follow the instructions issued by JMRC from time to time. The Contractor shall also keep in mind all applicable rules and regulations of JMRC in force. JMRC will be free to take action against the Contractor for violating the same.
  - v. The Contractor shall ensure that the personnel deployed for providing the office support service in the Corporation conforms to the standards as prescribed in Clause 8 of this Bid Document.
  - vi. The Contractor shall ensure to have following documents of the persons deployed to provide the support services with it before the commencement of work:
    - a. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
    - b. Matriculation certificate containing date of birth or Birth Certificate if below matriculation.
    - c. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph Aadhar card etc
    - d. Certificate of verification/ acknowledgement of deployed personnel by concerned Police Station.
- Any subsequent changes should be informed immediately. Authorised person of the JMRC will have right to inspect these documents as and when required.
- vii. The Contractor shall inform particulars (indicating the name, designation, wage rate, amount of PF both employer's contribution and employee's contribution as required) to its personnel deployed under Contract Labour (R&A) Act, 1970 within 15 days of deployment.
  - viii. The Contractor shall ensure that the personnel deployed are medically fit. The Contractor shall withdraw such employees who are not found medically suitable immediately on receipt of such a request from JMRC.





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- ix. The Contractor shall be responsible for proper conduct of its personnel in JMRC office premises. In case of any damage/loss/theft etc. to the property of JMRC or any damage to the reputation of JMRC which is caused by the personnel deployed by the contractor, the contractor will be liable to make cover the loss on the basis of the value of the property/damages on account of loss of reputation as determined by JMRC. The same shall be deposited by the Contractor with JMRC or could be recovered from the performance guarantee/monthly payments due to the Contractor.
- x. The Contractor personnel working should be polite, energetic and efficient, while handling the assigned work. In case, the person employed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable removal from site of work, if required by the Corporation.
- xi. The personnel deputed to JMRC shall not be changed by the Contractor frequently in general, The Contractor shall replace immediately any of its personnel who are found unacceptable to JMRC because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from JMRC. The delay in providing a substitute beyond three working days would attract a penalty **@ Rs.500 per day per person up to maximum 5% of the Contract amount payable by the Contractor** for that month.
- xii. IN case there is a complaint against any contractual staff or if JMRC gives in writing to change any inefficient staff the Contractor shall immediately provide a substitute or in the event of any personnel being not providing services for any reason. The delay in providing the services through a substitute beyond two working days would attract a penalty **@ Rs. 500 per day per person up to maximum 5% of the Contract amount payable by the Contractor** for that month.
- xiii. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed by him and deployed in JMRC or providing the office support services. The persons deployed by the contractor in JMRC shall not be entitled to claim any Master and Servant relationship with JMRC.
- xiv. The contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed by him for providing the services to JMRC. JMRC shall in no way be responsible for settlement of such issues whatsoever.
- xv. JMRC shall not be responsible for any financial or other injury to any person deployed by service providing contractor in the course of their performing the functions/duties, or for payment towards any compensation.
- xvi. The persons deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the Corporation during the currency or after expiry of the contract.
- xvii. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption in regular/other capacity in the Corporation.
- xviii. The Contractor would be responsible for the character & conduct of its personnel. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law will not be deputed for work under this contract. In case of







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- any complaint against any of the staff, the Contractor will be under obligation to change the person deployed concerned on the instruction of JMRC.
- xix. Any change in the constitution of the Contractor (Legal Entity) will be notified by the Contractor in writing to the Corporation and such changes shall not discharge former office bearer/member(s) of the Contractor from any liability under the Contract. No new partner(s)/member(s) will be accepted in the Contractor in respect of the Contract unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to the Corporation.
- xx. The Contractor shall nominate a Coordinator who would be responsible for immediate interaction with JMRC, so that optimal services provided by the contractor could be availed without any disruption. The name and contact details of this Coordinator shall be informed by the Contractor to JMRC before start of the work under the contract.
- xxi. The Coordinator shall also be responsible for liaison with all the statutory and public bodies, ensuring timely payment of all dues and applicable taxes to concerned authorities, keeping all the NOC and necessary permits duly validated at all times and initiating prompt action for renewal of the same.
- xxii. The Contractor will exercise supervision and control on all the personnel deployed under this contract.
- xxiii. The Corporation shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts.
- xxiv. The Contractor personnel must not consume or be under the influence of liquor or any other intoxicant while on duty. If any on-duty staffs of Contractor found to be under the influence of liquor or any other intoxicant, the Contractor shall immediately replace the person. Any such instance will attract a penalty of Rs. 1000/- per case to be imposed on the Contractor
- xxv. JMRC has right to recover losses from the contractor of JMRC property incurred by any action of the personnel deployed by the contractor.
- a) The Contractor will ensure that Photo Identity Card-cum-Entry pass is issued to its personnel deputed for discharging Services in connection with this contract. The format of such photo ID card shall be as approved by JMRC and the specimen signature of the issuer in the Contractor shall be sent for information and record to JMRC. Such Photo Identity Card-cum-Entry pass shall be checked by the Corporation and no personnel would be allowed to enter JMRC premises without a valid Photo Identity Card-cum-entry pass. The Contractor shall provide (in 30 days time of award of contract) to its personnel, deputed for Various Services under this tender, uniforms with nameplates for working in JMRC premises as per the approval of JMRC. The cost of uniforms will be borne by the Contractor as a part of its service charge.
- xxvi. The staff not in proper uniform shall not be taken on duty. The Contractor shall ensure for staff while on duty is always wearing neat and tidy uniform, along with ID card issued by contractor.
- xxvii. The contractor will submit the medical fitness certificate / testing report of eye sight of the driver deployed to the Jaipur Metro Rail Corporation Limited (JMRC).
- xxviii. The Corporation will depute officer(s) for supervising and monitoring the activities, who will also verify the monthly deployment, periodical performance reports submitted

Signature (Authorised Signatory)







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- by the contractor. Problems/suggestions/complaints shall be communicated to the Contractor by the deputed officer(s).
- xxix. For more than 48 hours of work in a week, overtime will be given at the double rate of derived hourly wage  $\{(monthly\ wages/26)/8\}$ . Such overtime beyond 48 hours in a week shall not be more than 2 hours per working day for Jaipur and more than 4 hours per working day for outstation journey for drivers. It shall not be more than 1 hour per working day for Jaipur and more than 4 hours per working day for outstation journey for other personnel. Further the payment for overtime in a quarter shall be limited to existing statutory provisions, which is presently 50 hours.
- xxx. In case of outstation night halt(s), a reimbursement of outstation expenses @ **Rs. 300/- per night per person shall be made extra.**
- xxxi. The claim(s) for overtime and outstation night halt (s) are to be submitted by the Contractor with monthly bill(s) duly verified by the authorised officer(s) from JMRC. All such payment(s) shall be released along with the monthly payment of wages & services to the Contractor and the Contractor shall be responsible for reimbursing the same to their concerned personnel.
- xxxii. All Consumable items/accessories for dusting/ cleaning work shall be provided by JMRC.
- xxxiii. Once the item wise rates of Services Charge quoted by the Bidder, it shall remain fixed and not be subject to any escalation during the currency of Contract or extended period of Contract except MINIMUM WAGE ACT.
- xxxiv. The formats of Annexure VII(A) to Annexure VII(C), to be enclosed as per instructions of circular No. 3/2013 Dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, are available in this RFP document. Please read carefully and comply:-  
Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest  
Annexure B: Declaration by Bidders regarding Qualifications  
Annexure C: Grievance Redress during Tender Process

## 12.2 DURATION OF CONTRACT

The initial time period of the contract shall be of two years from the date of signing of agreement as given in Annexure IV of this RFP document. The contract period may be extended for a further period as per prevailing provisions of RTPPR-2013

The wages for the support personnel deployed shall be increased by 7% with completion of one year period of contract from the signing of agreement or the Minimum wage as per the Minimum Wage act -1948 as furnished from GoR from time to time, whichever is higher.

## 12.3 VARIATION CLAUSE

The quantity mentioned in the Scope of Work and Financial Bid Format is indicative only for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease in quantity of services specified in the Scope of Work on same terms and conditions during the contract period/ extended contract period. The bidder shall consider right of Jaipur Metro Rail Corporation Limited (JMRC) to vary quantities as per latest provisions of RTPPR, 2013 at that time or revision, if any. The payment shall be released as per actual deployment of Contractors Personnel for providing the services to JMRC.





**12.4 STATUTORY OBLIGATIONS**

- i. The Contractor shall comply with all labour legislations applicable to its employees including, but not limited to, payment of minimum wages, ESI, PF, payment of bonus, workmen's compensation and terminal benefits as may be payable or become payable under any applicable laws. The Corporation shall not, in anyway be responsible in this regard either in part or in full. The Contractor shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time or the wage rate prescribed under this RFP, whichever is higher.
- ii. **The Contractor shall comply all provisions of Finance Dept (G&T), GoR circular no.F.2(1)/Fin/SPFC/2017 dated 30.04.2018**
- iii. If non-compliance of labour laws in force is found on behalf of the Contractor, the contract may be terminated without prior information and without any liability or compensation to the Contractor. In such case, the Corporation would be free to get the services from another source on the risk and cost of the Contractor as per provisions of GCC.
- iv. Contractor's personnel engaged for providing services to JMRC under this tender will be employees/workers of the Contractor, and there will be no relation between the Contractor's personnel and the Corporation in any form. This point has to be clarified by the Contractor to its personnel, and the Contractor will give an undertaking to this effect in writing.
- v. The Contractor will have to ensure that none of its worker/employee deputed for providing service under this tender shall be below the age of 18 years. If any of the contractor personnel is found to be below the age of 18 years, the Contractor will be held responsible for it and legal action as applicable will be initiated against him. In addition, this shall also be regarded as breach of contract and penalty shall accordingly be imposed.
- vi. The contractor shall train all the personnel so that they can render the services properly to the corporation. Corporation will not be responsible for any accident involving any personnel of the Contractor while on work. The Contractor itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Contractor will have to provide ESI cover to its personnel.
- vii. If Government increases the minimum wages during the currency of Contract, the Contractor will pay revised minimum wages to its personnel from the date on which such revision comes into force. In such case of upward revision of minimum wages the Corporation will pay additional amount to the extent revised minimum wages are higher than the rates, prescribed in this RFP.
- viii. The contractor shall maintain full and complete attendance records and all other registers under various labour laws in force and applicable and comply the rules of Code on wages (Rajasthan) rules as specify by the Labour Department, GoR.
- ix. It shall also maintain all statutory registers under the law. The Contractor shall produce the same, on demand, to the concerned authority of the Corporation or any other authority under law.
- x. The Contractor shall furnish to the Corporation proof of payment of wages, PF, and ESI contributions in respect of its employees deployed to discharge its obligations under this Agreement along with relevant returns. In case of any default, JMRC will deduct the dues and release the balance amount to the Contractor.







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- xi. The Contractor shall be responsible for implementation of provisions of all statutory requirements relating to license under the Contract Labour (Regulation and Abolition) Act 1970, and shall also comply with all the requirements under said Act and the rules framed there under .The Contractor shall allow the Corporation's officials to verify its books insofar as they relate to statutory compliances and provide on demand such documentary proof as may be required by the Corporation. It shall be the responsibility of the Contractor to pay its employees for their services, at all times and comply with the requirements related to Income tax and other statutory laws, if any, as applicable.
- xii. In case the bidder firm is registered outside Jaipur then the PF / ESI amount relating to the workers/employees deployed at JMRC shall be deposited by the firm at EPFO & ESIC offices in Jaipur or online and shall submit to JMRC details of PF/ ESI amount deposited for the previous month along with copies of challan and list of workers / employees for which such PF, ESI contribution amount has been deposited along with the bill of a particular month. The payment of PF / ESI shall be made through a separate challan for employees deployed for JMRC and shall not be clubbed with the employees deployed with other organisation.
- xiii. The Contractors shall make regular and full payment of wages and other payments as due to its staff deployed in JMRC for rendering the office support services deputed under service contract and furnish necessary proof(NEFT/ECS payment proof copy). The payment of support personnel by the Contractor shall be made on or before 7th of next month. If payment is not made not made in due time , penalty shall be imposed as per penalty clause 12.7 (iii)
- xiv. The Contractor will ensure the remittance of the wages to the personnel deployed by him in JMRC through their Bank Account and a copy of the bank statement for last month will be furnished to this office every month along with the bills.

## 12.5 PAYMENT TERMS

- i. Calculation of actual payment shall be done on the basis of Service charges as mentioned in Letter of Award (LOA) for the service personnel actually deployed to provide the service. The Service charge shall be payable on the monthly and statutory charges.
- ii. The contractor shall raise/submit monthly bills (in triplicate) for Wages and Overtime paid to its personnel so deployed to provide the office support service to JMRC, by the 10<sup>th</sup> of the following next month to Admin section enclosing the required certificates as mentioned in this RFP document, duly certified by the officer(s)-in-charge. Any delay in submission of Bills shall attract the penalty as per clause 12.7
- iii. The following documents shall be enclosed with the bills:
  - a. Day wise attendance in man count for providing the services in that month submitted by the Contractor and duly verified by the office in-charge to whom the services have been provided.
  - b. List of service personnel with last month wage paid register with payment details.
  - c. EPF deposit Challan , EPF /ESI details, ESI deposit challan, GST deposit challan and all relevant Documents of last month.
  - d. List of Service personnel with deduction details of EPF and ESI.
  - e. An undertaking that all the statutory payments and wages up to last month has been paid / deposited and there is no pendency.







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- f. List of service personnel with Bank transactional details (NEFT/ECS/ payment proof) for wages of last month
- iv. Payments due shall be made by the Corporation through cheque or RTGS favouring the Contractor as soon as possible after the receipt of bill in the Corporation every month.
- v. However, if it is required under law to deduct some statutory taxes at source, these will be deducted before the bill is paid. Penalties, if any, will also be recovered from the bill before payment.
- vi. No amount of interest will be payable by the Corporation, in case of delay or on any other count.
- vii. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Contractor.
- viii. Only GST, as applicable, shall be paid extra by JMRC. Any other type of statutory taxes applicable on the services under this tender (either in force at present or made applicable in future by a competent order/notification) will be borne by the Contractor and the Corporation shall make no extra payment on this account.
- ix. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Contractor to take advantage of such benefits. The Contractor shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.
- x. No advance payment will be made to the Contractor.
- xi. Payment will be made only for the support service for which numbers of personnel ordered & actually deployed by the contractor.

#### 12.6 FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

The Contractor shall provide the services as per the requirement of the Corporation. Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender and/or annexure(s) to it will be termed as default on the part of the contractor.

##### i. **Liquidated Damages:**

In case of any default of Contractor, JMRC shall have the right to recover from the Contractor Liquidated Damages up to a maximum amount of 10% of Annual Contract Agreement Amount, which may be in addition to penalty as defined at (ii) below.

##### ii. **Penalty for significant deficiencies in Services:**

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarment for a specified period/black listing may also be taken as per provision of RTPP Act, 2012 & RTPP Rules, 2013. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Contractor.

##### iii. In case of deficiencies in services following penalties shall be imposed by JMRC:

- (a) Payment of wages after due date (i.e after 7<sup>th</sup> day of next month): Rs.1000/- per day up to maximum Rs.5,000/-
- (b) Late submission of manpower bills: Up to Rs.5000/- in each Case







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- (c) Delay in supplying service personnel working day after intimation given by JMRC: up to Rs. 500/- per person per day, maximum up to Rs.5,000/- in each case.
- (d) Any other non compliance related to services provided to JMRC with reference to this contract will attract penalty up to Maximum of Rs.5,000 in each case.

## 12.7 SUSPENSION OF WORK

- i. If the work is temporarily suspended by the Corporation for any reason whatsoever, the Corporation will convey temporary suspension of the Work in writing to the Contractor for which period, the Contractor shall fully or partially stop its activities as advised by the Corporation.
- ii. Due to the period under suspension if the time schedule gets extended, the work period shall consequently be treated as extended under the terms and conditions as laid out in this RFP.
- iii. If the progress of the Work is suspended by JMRC for a period of more than 2 months, the Contractor may seek termination of contract from JMRC.

## 12.8 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate/curtail the contract at any time after giving one 15 days notice to the contractor owing to deficiency of service, sub-standard quality of service personnel deployed or any other breach of contract, in which case the value of the work done to date by the Contractor will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- ii. JMRC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in JMRC's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the work done to date by the Contractor will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.

## 12.9 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this tender and agreement to be signed in pursuant to this tender process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. It is expressly agreed that the Contractor ability to provide services to a third party at a price more advantageous to itself or Contractor economic hardship shall not constitute a *force majeure* event.

12.10 Courts in Jaipur shall have exclusive jurisdiction in relation to any disputes arising out of this RFP and contract thereof.



**ANNEXURE – I**

**CHECK LIST OF DOCUMENTS TO BE ENCLOSED**

**A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP duly filled in and physically & digitally signed by the Authorised Signatory of the Bidder firm.	Yes/No
2.	Annexure – I : This Check List, duly ticked and signed	Yes/No
3.	Annexure –II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP)&GCC, duly filled & signed.	Yes/No
4.	Annexure – II, Form-II: Bidder's Profile and Documents to substantiate eligibility, duly filled, signed & enclosing documents.	Yes/No
5.	Annexure – II, Form-III: Technical capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
6.	Annexure – II, Form-IV: Financial capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
7.	Annexure – II, Form-V: Undertaking for point-(d) of clause-3(iv), if applicable.	Yes/No
8.	Annexure – IV: Format of Agreement, duly initialled	Yes/No
9.	Annexure-V :Performa for the Bid Security/Bank Guarantee, duly filled, signed, if applicable	Yes/No
10.	Annexure – VI: Performa For Performance Security Bond, duly initialled	Yes/No
11.	Annexure – VII: Annexure A to Annexure C as per instructions of circular no. 3/2013 dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, duly initialled	Yes/No
12.	Land Border Country Registration Requirement Form	Yes/No
13.	Proof of payment of Tender fee and e-tender processing fee (scanned copy of DD/Banker Cheque)	Yes/No
14.	Proof of payment of Bid Security in JMRC office (scanned copy of DD/Banker's Cheque /BG (Annexure-V)	





**B. LIST OF DOCUMENTS TO BESUBMITTEDAS FINANCIAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Financial Bid to be filled online on the downloaded format as per Annexure – III	Yes/No

**Important:** Please note that the rates quoted should be mentioned only in the soft copy of Financial Bid and not on any other page of the RFP Document.





**ANNEXURE – II, FORM-I**

Date: .....

**DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP& GCC**

We, ....., having our office at  
.....  
.....

....., agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) and  
of the Request For Proposal (RFP) No.

dated \_\_\_\_\_ issued by JMRC for engaging (Hiring) Contractor for providing office  
support service to JMRC, Jaipur.

Our offer will remain valid for 90days from the last date of bid submission.

Date

Signature

Place

Name

Seal of Authorised Signatory





**ANNEXURE – II, FORM-II****BIDDER'S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY OF THE BIDDER**

1.	Name of the Work	Engaging (Hiring) Contractor for providing Office Support Services to JMRC
2.	Name of the Bidder Firm	
3.	Date when incorporated/ Registered.	
4.	Profile of the Firm (Proprietor/ Partnership/ Private limited/ Public Limited.	
5.	Registered Office Address (With Pin Code) of Dak Delivery	
	Telephone Nos. (With STD Code) in running position	
	Fax Nos. (With STD Code in running position	
	E-mail ID in running position	
	Website	
6.	GST Registration No.	
7.	PAN Card No.	
8.	TIN/VAT/CST Number	
9.	Name and designation of the Chief Executive officer of the firm	
(b)	Address of CEO with Mobile & Aadhaar No.	
10.	Name and designation of the authority that is authorized to sign the tender document	







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(b)	Address of the Authorised person	
11.	Tender Fee(Details of the Cash/DD/Bankers cheque)	
12.	Bid Security details	
13.	Bank address with RTGS Account Details	
14.	Other Eligibility documents attached :	
(a)	As per Clause3(i)	
(b)	As per Clause 3(ii)	
(c)	As per Clause 3(iii)	
(d)	As per Clause 3(iv)	
(e)	As per Clause3(v)	
(f)	As per Clause3(vi)	

**We hereby certify that our organisation has neither been black listed nor our contracts have been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2024 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.**

Date

Signature

Place

Name

Seal of Authorised Signatory

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





**ANNEXURE – II, FORM-III**

**TECHNICAL CAPACITY OF BIDDER**

**EXPERIENCE FOR PROVIDING OFFICE SUPPORT SERVICES (Last Five Years)**

S. No.	Name of Client	Name of Work and date of completion	Work order No. and date	Total Value of entire work (Rs.)	Value of work completed in relevant years (year-wise) (Rs.)	Number of staff deployed per month	Remarks
1.							
2.							
3.							
4.							
5.							

Note: Attach documents as per Clause 3(v) of RFP.

Date

Signature

Place

Name

Seal of Authorised Signatory





**ANNEXURE – II, FORM-IV**

**FINANCIAL CAPACITY OF BIDDER**

(To be submitted by single entry bidder/each member in case of consortium Bidder)

RFP No. F1(A-689)/JMRC/DC/Admin/Manpower RFP/2023-24/ 10 Dated: 20/07/2024

Name of Bidder \_\_\_\_\_

Net Worth		Annual Turnover	
As on	Amount (Rs.)	Financial Year	Amount (Rs.)
March 31, 2024		FY 2018-19	
		FY 2019-20	
		FY 2020-21	
		FY 2021-22	
		FY 2022-23	
<p>This is to certified that information contained above are correct as per audited financial account of the bidder.</p> <p>UDIN No. _____</p> <p>Date :- _____ (Signature, Name and Seal of of Chartered Accountant )</p>			

- 1) The above form shall be filled and duly certified by a practicing Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.
- 2) Bidder shall also submit audited financial account of FY 2018-19 to FY 2022-23
- 3) Net worth shall be calculated as per clause 57 of Indian Companies Act-2013 which state "Net Worth means the aggregate value of paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of accumulated losses , deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not included reserves created out of revaluation of assets , write-back of depreciation and amalgamation"





**ANNEXURE – II, FORM-V**

**UNDERTAKING**

We, M/s ..... (name of the bidder) hereby declared that we will get registered under the Private Security Agencies (Regulation) Act 2005 and the Rajasthan Private Security (Regulation) Rules, 2006 within 15 days of issuance of the Letter of Award (LoA) pursuant to the RFP number F.1 (A-689)/JMRC/DC/Admin./Manpower RFP/2023-24/10 for engaging (Hiring) contractor for providing Office support Service services to JMRC.

(Signature of Authorised Signatory of the bidder)



## FINANCIAL BID

ONLINE FORMAT OF FINANCIAL BID FOR PROVIDING OFFICE SUPPORT SERVICES

Validate

Print

Help

Percentage BOQ

**Tender Inviting Authority: Director (Corporate Affairs), JMRC**

**Name of Work: Providing Office Support Services to JMRC**

**Contract No: F.1 (A-689)/JMRC/DC/Admin/Manpower RFP/2023-24/10**

<b>Bidder Name :</b>					
<b>PRICE SCHEDULE</b>					
NOTE:					
(i) The bidder has to quote Rate in percentage Only. To fill "Quoted Rate in Figures" in the below given space, the bidder has to select the "Excess (+)" only.					
(ii) Further "Less(-)" or Zero quoted rate will not be considered and the bid will be summarily rejected.					
(iii) 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.					
(iv) Bidders are allowed to enter the Bidder Name and Values in percentage only.					
<b>NUMBER #</b>	<b>TEXT #</b>	<b>TEXT #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Units</b>	<b>Estimated Rate (Rs.)</b>	<b>TOTAL AMOUNT (Rs.)</b>	<b>TOTAL AMOUNT in Words</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1.01	Estimated Wages Cost for the provided services for 2 years. (before statutory charges & GST)	As per Scope of work clause 8 of RFP for 150 Nos. of Office Support Services	40790554	40790554	Rs.Four crore Seven Lakh Ninety Thousand Five Hundred Fifty Four only
<b>Total in Figures</b>				40790554	Rs.Four Crore Seven Lakh Ninety Thousand Five Hundred Fifty Four only
<b>Quoted Rate in Figures</b>		<b>Select</b>	<b>excess</b>	0.0000	INR Zero Only
<b>Quoted Rate in Words</b>		INR Zero Only			

**Notes:**

- The bidder must be aware while quoting service charge in term of **percentage (%) in the BoQ ( Bill of Quantity in MS Excel Format)** that he has select only excess (+) in the quoted rate in figure section. **Zero or negative quoted rates shall not be considered and the bid shall be summarily rejected.**
- Statutory charges EPF & ESIC shall be payable extra as per rules.
- The GST shall be paid extra, as per applicable rules.
- The quoted rate in figure, as above is the estimated basic rate wages for support services personnel & service charges on the wages cost of actual contractor's personnel deployed.
- TDS shall be deducted, as per applicable rules.
- This format is only informative and no rates are to be quoted in this format as part of technical bid. **All rates are to be quoted online only. In case of rates are indicated anywhere in technical bid, it will be summarily rejected**
- No. of actual office support services contractor personnel is indicative only and may be decreased or increased as per requirement of JMRC



**ANNEXURE-IV**

**FORMAT OF AGREEMENT**

This AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-302020 hereinafter called the “**CORPORATION**” of the one part, represented by \_\_\_\_\_ (name and designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

**and**

\_\_\_\_\_ (Name of the successful bidder) of the other part, hereinafter called the “**CONTRACTOR**” represented by \_\_\_\_\_ (name and designation of representing officer), (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees).

**WHEREAS**

- (A) the Corporation requires the Services of an Contractor for office support services through its, as defined in the RFP document attached to this Agreement (hereinafter called the “Work”).
- (B) the Contractor, having represented to the Corporation that they have the required professional skills, personnel and technical resources, have been selected to complete the Work on the terms and conditions set forth in this Agreement.

**NOW THEREFORE** the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
  - (i) The RFP Document **F.1(A-689)/JMRC/DC/Admin./Manpower RFP/2023-24/10 Dated 20/07/2024** in its entirety along with all its Annexures, Appendices, etc.
  - (ii) Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the Corporation.
  - (iii) The Letter of Award issued by the Corporation in favour of the Contractor.
  - (iv) General Conditions of Contract (GCC) (enclosed)
  - (v) The bid submitted by the Contractor pursuant to this RFP.





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2. Duration of contract

The initial time period of the contract shall be for two years from the date of commencement of services as per LOA, which may be extended for a further period of one year or part thereof, at the behest of JMRC, depending upon the manpower requirement and administrative convenience of JMRC in mutual agreement with the Contractor. Such extension would be at the same terms and conditions in case contract is extended beyond two years. There will not be any change in the percentage rate of Service charge, outstation Night halt(s) charges, during 2<sup>nd</sup> year of contract & extended contract period.

3. The mutual rights and obligations of the Corporation and the Contractor shall be as set forth in the above documents, and in particular:

- a) The Contractor shall provide the services as per the Scope of Work as specified in the RFP document and shall fulfil its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, the Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Contractor shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Contractor to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and
- b) The Corporation will make payments to the Contractor in accordance with the Letter of Award.

4. Courts at Jaipur shall have exclusive jurisdiction in relation to any disputes arising out of this RFP and contract thereof.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory  
For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory  
For \_\_\_\_\_ (Contractor)

Witness:

a) Name and Address

b) Name and Address

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the Stamps Act.



**ANNEXURE – V**

**PROFORMA OF BANK GUARANTEE FOR THE BID SECURITY**

(to be submitted by the bidder along with bid)

To,  
Managing Director,  
Jaipur Metro Rail Corporation Limited (JMRC),  
Admin Building, Metro Depot,  
Bhriku Path, Mansarovar, Jaipur-302020

Sir,

1. In accordance with your RFP for engaging (Hiring) Contractor for Providing Office Support services to JMRC vide RFP No. **F.1(A-689)/JMRC/DC/Admin./Manpower RFP/2023-24/10 Dated 20/07/2024** M/s..... (Name & full address of the firm) (herein after called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the RFP document that the Bidder has to deposit Bid Security amounting to **Rs.11,44,000/-** (Rupees Eleven Lakh Forty Four Thousand only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as "JMRC") by a Bank Guarantee from a Scheduled Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e. 120 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of **Rs.11,44,000/-** (Rupees Eleven Lakh Forty Four Thousand only) to the JMRC as Bid Security deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1969 (delete, if not applicable) and branch Office at..... (herein after referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said RFP Document and the decision of the JMRC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.



Signature (Authorised Signatory)





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5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs. ....from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to ..... and our guarantee shall remain in force **120 days from the last date of bid submission** and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place: .....

Date: ..... (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers .....







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In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) .....

(2) .....

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Contractor.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Executive Director (Corporate Affairs)

Jaipur Metro Rail Corporation Ltd.

Admin Building, Metro Depot,

Bhriгу Path, Masarovar, Jaipur-302020

4. By a schedule Bank, having branch in Jaipur & Payable at Jaipur.



**ANNEXURE – VI**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

*(From a Nationalised/Schedule bank having its branch at Jaipur)-On stamp duty  
@0.25% of B.G Amount of Max.Rs.25000/- payable at Jaipur*

(to be submitted by the successful bidder at the time of agreement)

1. In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt \_\_\_\_\_ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_** for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Agreement signed pursuant to the RFP No. **F.1(A-689)/JMRC/DC/Admin/Manpower RFP/2023-24/10 Dated 20/07/2024** issued by JMRC for ENGAGING (HIRING) CONTRACTOR FOR PROVIDING OFFICE SUPPORT SERVICES TO JMRC we, \_\_\_\_\_ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of \_\_\_\_\_ (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. \_\_\_\_\_, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, \_\_\_\_\_ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.
2. We \_\_\_\_\_ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We \_\_\_\_\_ (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the Selected Bidder shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **26 Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
5. We \_\_\_\_\_ (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and





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without affecting in any manner our obligations here under to vary any of the terms & conditions of the agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....  
.....

Telephone Numbers .....

Fax numbers .....

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Contractor.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Director (Corporate Affairs)  
Jaipur Metro Rail Corporation Ltd.  
Admin Building, Metro Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020

4. By a schedule Bank, having branch in Jaipur & Payable at Jaipur.



**ANNEXURE – VII**

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

**Annexure VII- A: Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

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

**Conflict of Interest:-**

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

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

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





**Annexure VII-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:



### **Annexure VII-C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is **Principal Secretary, UDH, GoR, Jaipur.**

The designation and address of the Second Appellate Authority is **Finance Secretary (Budget), Dept of Finance, GoR, 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.







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**6. Fee for filing appeal**

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

**7. Procedure for disposal of appeal**

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



FORM No. 1  
[See rule 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





**ANNEXURE – VIII**

**Form Tech-9 Land Border Country Registration Requirement**  
***(To be executed on non-judicial stamp paper)***

Name of Bidder \_\_\_\_\_

NIB Number \_\_\_\_\_

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)/FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India, I/We certify that bidder M/s \_\_\_\_\_ (Name of Bidder) is

(a) not from such Country

OR

(ii) If from such country has been registered with the Competent Authority i.e. as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)/FD/G&T-SPFC/2017 dated 01.01.2021 ,15.01.2021 and 30.03.2021 **(Evidence of valid registration by the Competent Authority shall be attached).**

Name \_\_\_\_\_ [Insert Complete name of person signing the bid]

In the capacity of \_\_\_\_\_ [Insert legal capacity of person signing the bid]

Signed \_\_\_\_\_ [Insert signature of person whose name and capacity are shown above]

Duly authorised to sign the Bid on behalf of \_\_\_\_\_ [Insert complete name of the bidder]

Date \_\_\_\_\_ [Insert date of signing]

