

**JAIPUR METRO**

**Bid for Procurement of Kit bag for Station Controller/Train  
Operator Cadre of Jaipur Metro Rail Corporation Ltd.**

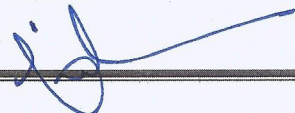
**NIB No.: JMRC/O&S/OP/KIT BAG/2023-24/NIB/05**

**Jaipur Metro Rail Corporation Limited**

Directorate of Operations & Systems  
Room No. 405, 4<sup>th</sup> Floor, Admin Building,  
Metro Depot, Bhrigu Path,  
Mansarovar, Jaipur – 302020

Website: [transport.rajasthan.gov.in/jmrc](http://transport.rajasthan.gov.in/jmrc)

Email: [gmop@jaipurmetrorail.in](mailto:gmop@jaipurmetrorail.in)





**NOTICE INVITING BID (NIB)**  
**(OPEN BIDDING)**

**NIB No.** JMRC/O&S/OP/KIT BAG/2023-24/NIB/05

**Date:** /07/2024

**1 GENERAL**

- 1.1 Jaipur Metro Rail Corporation Ltd. (JMRC) invites online bids by open competitive bidding process (Single stage one envelope method) for Procurement of Kit Bag for Station Controller/Train Operator Cadre of Jaipur Metro Rail Corporation Limited.
- 1.2 The complete bid document can be downloaded on corporation's website [www.transport.rajasthan.gov.in/jmrc](http://www.transport.rajasthan.gov.in/jmrc) and state procurement portal i.e., <http://sppp.rajasthan.gov.in>.
- 1.3 Bid document along with required submittals shall be submitted by the bidder at the place mentioned in NIB before or on the time.
- 1.4 The key details of the NIB are as follows:

a.	<b>Designation and address of inviting authority</b>	:	GM (OP), Jaipur Metro Rail Corporation Ltd., Jaipur
b.	<b>NIB/Bid No.</b>	:	JMRC/O&S/OP/KIT BAG/2023-24/NIB/05
c.	<b>Name of Work</b>	:	Bid for Procurement of Kit Bag for Station Controller/Train Operator Cadre of Jaipur Metro Rail Corporation Limited.
d.	<b>Approximate Cost of service (Including GST @18%)</b>	:	Rs. 1,83,726/- (for One year)
e.	<b>Cost of Bid form (Non-refundable)</b>	:	Rs. 118/- (Rs. One Hundred Eighteen Only), by Demand Draft/ Bankers Cheque payable at Jaipur in favour of Jaipur Metro Rail Corp. Ltd. (cost of Bid Form Rs. 100/- +18% GST)
f.	<b>Bid Security / Earnest Money Deposit (EMD)</b>	:	Rs. 3675/- (by Demand Draft / Bankers Cheque, payable at Jaipur in favour of Jaipur Metro Rail Corporation Ltd.
g.	<b>Performance Security</b>	:	5% of the contract amount in the form of Banker's Cheque/Demand draft of a scheduled commercial bank in favor of "Jaipur Metro Rail Corporation Ltd." Payable at Jaipur. The performance security must remain valid 60 days beyond the original or extended validity period of the bid.
h.	<b>Bid Document availability period</b>	:	From Date: 05 /07/2024, Time: 17:00 hrs. To Date: 25 /07/2024, Time: 15:00 hrs.
i.	<b>Pre Bid Meeting</b>	:	Date: 10/ 07/2024, Time: 11:30 hrs.
j.	<b>Place for Pre-bid Meeting, seeking clarifications etc.</b>	:	Room No. 417, 4 <sup>th</sup> Floor, Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur-302020
k.	<b>Uploading of minutes of pre-bid meeting</b>	:	Date: 11/07/2024, Time: 17:00 Hrs



<b>l.</b>	<b>Bid Document submission start date and End date</b>	:	From Date: 11 /07/2024, Time: 17:00 Hrs To Date: 25/07/2024, Time: 15:00 hrs.
<b>m.</b>	<b>Venue of submission of Bid</b>	:	O/o Manager (Operations), Room No. 417, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020
<b>n.</b>	<b>Date &amp; Time of opening of Bid</b>	:	Date: 25/07/2024, Time: 15:30 hrs.
<b>o.</b>	<b>Venue of opening of Bid</b>	:	O/o Manager (Operations), Room No. 417, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020
<b>p.</b>	<b>Validity of Bid</b>	:	60 days from the last date of submission of bid.
<b>q.</b>	<b>Period of Completion of work</b>	:	Subject to the conditions of the contract, the work shall be executed within 15 days from the date of P.O./LOA.
<b>r.</b>	<b>Warranty</b>	:	Minimum warranty period shall be mentioned in scope of work.

**Note: -**

- (A) This bid document govern with Rajasthan Transparency in Public Procurement Act, 2012.
- (B) All pages of the bid shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder.
- (C) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the website [www.transport.rajasthan.gov.in/jmrc](http://www.transport.rajasthan.gov.in/jmrc) or state procurement portal i.e., <http://sppp.rajasthan.gov.in>. All the information, intimation and updates regarding this tender shall be published on given websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- (D) If the date of opening is declared holiday, then Bids will be opened on next working day.
- (E) Bidder must quote for the item mentioned in the BOQ (Bill of Quantities). In case, a bidder does not quote for any rate of item, the bid shall be summarily rejected.
- (F) JMRC reserves the right to accept or reject any or all proposals without assigning any reasons.
- (G) No bid shall have any cause of action or claim against the JMRC for rejection of his proposal.
- (H) In case of any further details required, the same can be collected from the office of GM(OP).

**General Manager (Operations)**

(Procurement Entity)

JAIPUR METRO RAIL CORPORATION LTD,

Room No. 405, Admin Building, Metro Depot,

Bhrigu Path, Mansarovar, Jaipur- 302020

Tel: +91-141-2822109, Email: [gmop@jaipurmetrorail.in](mailto:gmop@jaipurmetrorail.in)

In case of any query regarding this bid, same may please be made with Manager (OP),

Contact No.-7728895538, Email [Id-mgrop2@jaipurmetrorail.in](mailto:Id-mgrop2@jaipurmetrorail.in).





## INSTRUCTIONS TO BIDDER (ITB)

### 2.1 General Guidelines:-

- A. This Bid Document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Document before participating in the bid process. JMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules & regulations in this regard. Information provided in this Bid Document is only to the best of the knowledge of JMRC Ltd.
- B. Bidders should read carefully the contents of this document to provide the required information. Each page of the Bid Document, Addendum (if any) and other submissions, before submission of the bid, may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this bid. Any unsigned and unstamped document may not be considered for evaluation. The signature is required to be done by the bidder itself/ authorized signatory of the Bidder for which a valid Power of Attorney shall be enclosed. All documents shall be submitted in English Language or attached copy of English version along with copy of original.
- C. Document if found not readable JMRC may demand during technical evaluation only those documents which does not affect price bid/rates of the tender or sentity, of the bid.
- D. Bidders may be single firms or may be members of a consortium. Bidders may read carefully the directions concerning the requirements for consortiums.
- E. Bidders should provide all the required technical and associated information and attach supporting documents as earmarked / mentioned signed by the bidder / authorized signatory of the bidder and attested by competent authority wherever asked.
- F. For any query from bidder, JMRC reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted for JMRC having not responded to any query or not provided any clarification.
- G. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by JMRC. Bidders are reminded that no supplementary material will be entertained by JMRC and Technical Evaluation will be carried out only on the basis of submissions received by JMRC by the date/time of the bid submission. However, JMRC may ask for any supplementary information, if required.
- H. Technical Evaluation will help assess whether the bidder possesses the earmarked technical/financial capabilities. Further, bidders may not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure, etc. JMRC reserves the right to approach previous clients of the Bidders to verify/ascertain client's performance.
- I. It shall however be noted that JMRC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by JMRC and that JMRC's decisions are without any right of appeal/litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of JMRC.
- J. Bids will not be considered if the bidders make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of process then also JMRC may annul the award of work, forfeiting Bid Security Amount (if any held with JMRC) and Performance Security (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC as per RTPP Act & Rule.
- K. Bidders may remain in touch with the state public procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and JMRC's website [www.transport.rajasthan.gov.in/jmrc](http://www.transport.rajasthan.gov.in/jmrc) for any kind of latest Information, Addendum, Clarification, etc.
- L. The words 'bid' and 'tender' have been referred interchangeably in this bid document.



### 3. COST OF BIDDING

- 3.1. The bidder shall bear all costs associated with the preparation and submission of his bid and JMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 4. BID SECURITY

- 4.1 The bidder shall furnish bid security of the amount in the manner as mentioned in the Notice Inviting Bid (Clause 1.4 (f) of the NIB).
- 4.2 Bids not accompanied by an acceptable bid security shall be summarily rejected as being non responsive.
- 4.3 The bid security of unsuccessful bidders may be discharged/returned by JMRC after the Signing of contract agreement with successful Bidder and as per the provision of Rule 42 of RTPPR.
- 4.4 The bid security may be forfeited as per :-

- I. If bidder withdraws its bid during the period of bid validity.
- II. If bidder does not accept corrections in Rates quoted in the Financial Bid.
- III. In case of a successful bidder fails to: -
  - a) Furnish the necessary Performance Guarantee within the prescribed time limit.
  - b) Commence the work as per terms & conditions of the Bid/ JMRC instructions given in the Letter of Acceptance.
  - c) Enter into the Contract Agreement within the time limit.
- IV. As per the provision of Rule 42 of RTPPR
- V. No interest shall be payable by JMRC on the bid security.

## 2 PERFORMANCE SECURITY DEPOSIT

- 2.1 The successful bidder shall furnish to the Employer a security for an amount, equivalent to 5% of Contract Price within 5 working days from the date of issue of Letter of Acceptance, in accordance with General Conditions of Contract. However, a performance security declaration shall be taken from them. The State government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.2 The Performance Security can be in the form of Bank Draft or Banker's Cheque of a Scheduled Bank. The Bank Guarantee has to be prepared from a Scheduled Commercial Bank based in India, with its branch located in Jaipur.
- 2.3 Performance security shall be furnished in any one of the forms mentioned in NIB.
- 2.4 No interest shall be payable on the performance security.
- 2.5 Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period (if applicable).
- 2.6 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. If the Bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 2.7 Notice will be given to the bidder with reasonable time before Performance Security deposited is forfeited.
- 2.8 Additional Performance Security:-
- (1) In addition to Performance Security as specified in rule 75/RTPPR, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced



bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-grass, Demand Draft, Banker's cheque.

Explanation: for the purpose of this rule: (i) Unbalanced bid means any bid below more than 50% of estimated bid value, (ii) Estimated bid value means value of subject matter of procurement mention in bidding documents by the procuring entity, (iii) Unbalanced bid amount means positive difference of 85% of estimated bid value minus bid amount quoted by the bidder.

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

- 2.9 Failure of the successful bidder to comply with any provision of the bid document shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the bid security and / or performance security.

### 3 ELIGIBILITY CONDITIONS

Eligibility criteria	Document required to substantiate the same (All documents should be attested and self attested both)
1. The Eligibility Criteria for the bidders is that the bidder should have <ul style="list-style-type: none"> <li>❖ Valid GST Registration Certificate</li> <li>❖ Valid PAN Certificate/Card by the income tax dept.</li> <li>❖ Valid manufacturer authorization Form (MAF) certificate from any original equipment manufacturer (OEM)</li> </ul>	a. Copy of valid GST Certificate  b. Copy of valid PAN certificate/card issued by the income tax dept. of GOI.  c. Copy of valid manufacturer authorization Form (MAF) certificate from any original equipment manufacturer (OEM)
2. Bidder shall not be blacklisted by Central Government, any State government or any government agency or Public sector Undertaking (PSU).	d. An undertaking as per clause 11.5 form-E.



#### 4 SCOPE OF WORK & TECHNICAL SPECIFICATION:

##### 4.1 Introduction:-

Jaipur Metro Rail Corporation Ltd. (JMRC) is a wholly owned company of Government of Rajasthan and it was formed to implement and operate the Jaipur Metro Rail Project in Jaipur city. JMRC started its operations on the East-West corridor from Mansarovar to Chandpole from 03/06/2015, with a total length of 9.63 kms under Phase-1A with eight elevated and one underground station, at approximately one km intervals and Phase 1B, a 2.4 km stretch from Chandpole to Badi Chaupar (underground) started on 28/09/2020, Scope of work is "Procurement of Kit bag for Station Controller/Train Operator Cadre of Jaipur Metro Rail Corporation Ltd."

**4.2 Scope of Work:-** Procurement of Kit bag for Station Controller/Train Operator Cadre of Jaipur Metro Rail Corporation Ltd. The Warranty of Kit Bag will be of minimum for One Year.

##### 4.3 Technical Specifications:-

Note: All the specifications below are minimum specifications:-

Specifications of Kit Bag		
1	Manufacture	American Tourister (Make)/ Sky Bag/ VIP/ Aristocrat/ Safari/ Wildcraft or similar
2	Type of Kit Bag	Backpack
3	Item Height	45 cm (Minimum)
4	Item width	32 cm (Minimum)
5	Item depth	19 cm (Minimum)
6	Volume Capacity	21 to 25 L
7	Material	Nylon
8	Closure	Zipper
9	Color	Black or similar
10	Number of Compartment	Minimum 3
11	Other features	Pockets of Both side

#### 5 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence and documents relating to the bid shall be in English language. The documents submitted by the bidder will not be returned by JMRC to the Bidder.





## 6 BID PRICES

The Contract shall be for the whole work. The bidder shall fill the requisite charges etc. in the Bill of Quantity (BOQ). The bidder is required to quote his rates (inclusive of all taxes & charges) taking into account all the Terms & Conditions of the Bid.

## 7 SEALING, MARKING AND SUBMISSION OF BIDS

- 7.1. The Bids shall be submitted as per Single Stage Single Envelope system as described below in person at the **O/o Manager (Operations), 417, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-302020**. Completed Bid Package sent by the post/ courier for submission shall be reach at venue before the schedule date & time and delay on part of post/courier or loss of the bid shall be sole responsibility of the bidders.
- 7.2. The Bids shall be submitted in One Envelope duly super scribed from the bidders the NIB No., Name of Work & Date and time of opening of Bid and "Bid Package" along with name, address and contact (mobile no.) Particulars of the Bidders.
- 7.3. **The Bid Package Envelope shall contain the following:**
- 7.3.1. An undertaking that there are No Technical or Financial deviations or additional Conditions incorporated in the Bid document.
- 7.3.2. The bidder shall enclose duly signed and stamped copy of the Bid Document, BOQ and all required submittals.
- 7.4. The Bid should be properly bound and sealed. In case of loose/spiral bound submission of Bid, the Bid may be liable for rejection.
- 7.5. If it is found at any stage of Bid scrutiny after submission of Bid that the bidder has made any correction/addition/alternation/omission in Bid documents vis-à-vis the issued Bid documents, then such altered bid document shall be treated as non responsive and may be rejected in addition to any other action as per prevalent rules.
- 7.6. JMRC will not be responsible for Bid Documents delivered to any other place/person in JMRC other than the designated officer and does not reach the designated officer before the deadline for submission. JMRC will not be responsible for delay in submission due to any reason.
- 7.7. All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website **<https://sppp.rajasthan.gov.in>** shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their bid.
- 7.8. The documents listed in ITB clause along with the addendum's uploaded till the date of bid of submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid to documents shall be signed.
- 7.9. All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain tempering of BOQ(Financial Bid), may **BE LIABLE FOR REJECTION**.

## 8 SELECTION METHOD

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

- 8.1 Single bid system; bid will be opened on scheduled time and date as per NIB. The contract will be award to technically compatible & most advantageous bidder of financial bid.
- 8.2 The ranking of L1, L2, L3 etc will be done on basis of Total Cost, with L1 being the Bidder whose total overall cost is the lowest, L2 being the second lowest and so on.



8.3 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be economical than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.

8.4 In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the most economical shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.

## 9 BID OPENING

9.1. The duly authorized committee of JMRC will open the Bid Package Envelope on the scheduled Date, Time and Venue.

9.2. Bidder(s) or their authorized representative(s) who may choose to be present at the time of Bid opening, if the Bidder wishes.

## 10 EVALUATION OF BIDS

### 10.1. PRELIMINARY EXAMINATION OF BIDS:

(i) Envelops containing bid documents will be opened first. Bids of those bidders who have not submitted bid documents shall be considered as non-responsive and liable to be rejected summarily.

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

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

### 10.2. DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, the Engineer will determine whether each bid is responsive to the requirements of the bid documents.

For the purpose of this Clause, a responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the bidder under the contract, or which limits in any substantial way, the Employer's rights or the bidders obligations under the Contract as provided for in the Bid documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids at reasonable price.

If a bid is not substantially responsive to the requirements of the bid documents or if the working methods proposed by the bidder are considered impracticable, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the bidder by correction or withdrawal of the non-conformity or infirmity.



The decision of the Engineer/Employer as to which of the bids are not substantially responsive or have impractical / methods or Programmes for execution shall be final.

Negotiation may be held if decided by the Procuring Entity. His decision shall be final in this regard.

### **Other Bid Guidelines/ Evaluation of Bids**

- 10.3. JMRC reserves the right not to proceed with the bid process at any time without any notice, justification or liability as per RTPPR Act, 2013.
- 10.4. All bids, documents and other information submitted by the bidders to JMRC shall become the property of JMRC. Bidders shall treat all information furnished as strictly confidential. JMRC will not return any submission.
- 10.5. Bid in any form other than the prescribed format issued by JMRC will not be entertained and may be rejected.
- 10.6. Bids with revised / modified rates / offer after submission / opening of the bid may be summarily rejected.
- 10.7. JMRC reserves the right to accept or reject any or all bids or any part of the bid without assigning any reason thereof, and the decision of JMRC in this respect shall be final.
- 10.8. JMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc. and does not require to assign any reason.

## **11 ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT**

- 11.1. The procuring entity after considering the recommendation of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc. shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 11.2. Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- 11.3. Before issuance of purchase order the procuring entity shall ensure that the price of successful bid is reasonable and consistent with the required quality and specification.
- 11.4. Bidder has to submit a sample piece to check required quality and specification. After satisfactory sample testing and report, purchase order/order to commence may be issued.
- 11.5. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 11.6. Procuring entity's right to accept or reject any or all Bids.
- 11.7. The procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders as per RTPP Act and Rules.
- 11.8. The letter of acceptance will be treated as contract management between successful Bidder and JMRC.



- 11.9. In case of non-acceptance of LOA even after 03 working days of issue of LOA and submission of performance security by the successful bidder even after 05 working days of issue of LOA, JMRC shall cancel the LOA and may award the contract to the bidder next in the ranking, at its discretion.

## **12 RIGHT TO VARY QUANTITY**

Variation in quantity can be done by JMRC as per clause No. 73 of RTPPR-2013 (with latest amendment)

## **13 GENERAL CONDITION OF CONTRACT**

### **13.1. Supply and delivery of items**

- a) In case the bidder fails to supply & work the final deliverables within stated timelines, the LD as per clause 13.3 "liquidated damage" would be applicable.
- b) Subject to the conditions of the contract, the supply & work of the items as per BOQ shall be done within the period mentioned in NIB.
- c) The above material shall be delivered at Room no. 417, Admin Building, Mansarovar metro depot, Bhripath, Mansarovar, Jaipur-302020.
- d) The transportation cost of the items to JMRC (Room no. 417, Mansarovar Depot) shall be borne by the Bidder.

### **13.2. Payments**

- a) Advance payment will not be made, 100% payment of the work executed shall be made only after the items are tested, received and found OK. An invoice (in duplicate) in the name of "Jaipur Metro rail Corporation Ltd., Jaipur" shall be submitted by the firm for payment.
- b) The currency or currencies in which payments shall be made to the supplier/Contractor under this contract shall be Indian Rupees (INR) only.
- c) LD, if any shall be charged from the due payment of invoice.
- d) All remittance charges will be borne by the supplier/Contractor.
- e) Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/Contractor, and the purchaser had accepted it.

### **13.3. SIGNING OF CONTRACT AGREEMENT**

- a) JMRC shall prepare the contract agreement, duly incorporating all the terms & conditions of the bid.
- b) For the purpose of preparing of the contract agreement, the contractor shall be required to deposit 2 Non Judicial Stamp Papers of appropriate value, as per GoR rule.
- c) Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: -
  - (i) Performance Security
  - (ii) Power of Attorney in favour of Authorized Signatory(s)
- d) The Contract Agreement shall require to be executed within 15 days from the date of issue of the Letter of Acceptance.
- e) After the execution of agreement, the contractor will supply the tested items within 15 days from the date of issue of the purchase order/order to commence.



**13.4. Liquidated damages (LD)**

In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following:-

- i. delay up to one fourth period of the prescribed delivery period : 2.5% of contract value
- ii. delay exceeding one fourth but not exceeding half of the prescribed period: 5.0% of contract value.
- iii. delay exceeding half but not exceeding three fourth of the prescribed period: 7.5% of contract value.
- iv. delay exceeding three fourth of the prescribed period: 10% of contract value.

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

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

The LD shall be charged from the due payment of the invoice.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods and related services/work is on account of hindrance beyond the control of the bidder.

**14 TERMINATION****Termination for Default**

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

- a) If the supplier/Contractor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC; or
- b) If the supplier /Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c) If the supplier/Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d) If the supplier/contractor commits breach of any condition of the contract.

If JMRC terminates the contract in whole or in part, amount of bid performance security may be forfeited.

Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal assistant posted in the office, if there is one, may be obtained.



## 15 FORMS

### 15.1 Form A: Form of Bid

Note:

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

**Name of Work: "Procurement of Kit bag for Station Controller/Train Operator Cadre of Jaipur Metro Rail Corporation Ltd."**

To,  
General Manager (Operation),  
Jaipur Metro Rail Corporation limited,  
Room No. 405, 4<sup>th</sup> Floor, Admin Building,  
Mansarovar Metro Depot, Bhriugu Path,  
Mansarovar, Jaipur-302020.

- Having visited the site and examined the general Conditions of Contract as well as Special Conditions of Contract, Specifications for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications for the sum as mentioned in BoQ for JMRC/O&S/OP/KIT BAG/2023-24/NIB/05 or such other sum as may be ascertained in accordance with the said conditions.

1	Name of the Bidder		
2	Name and Designation of Authorized Signatory		
3	Registered office Address of Bidder		
4	Address, Phone Numbers, Fax no., and E-mail of Authorized signatory		
5	Checklist	YES	NO
a.	Certificate of Authorization, if required		

- We acknowledge that the Appendix forms as integral part of the Bid.
- We undertake, if our Bid is accepted, to commence the works within 15 days of issue of the purchase order/order to commence.
- We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
- We agree to abide by this bid for a minimum period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

Signature of Authorized Signatory







6. After acceptance of LOA, it will be the binding contract document between us and JMRC.
7. We declare that the submission of this confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.
8. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-complaint and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any bid you may receive.
10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the contract.

Dated this.....day of .....2024

Signature.....

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

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

Address.....

.....

.....

Witness-Signature.....

Name & Contact no. ....

Address.....

Occupation.....



**15.2 Form B: Bidder's Profile**

1.	Name of the Bidder	
2.	Address of the Bidder with contact & Communication Details	
3.	Details of the contact person (Name, Designation, address etc.) Telephone no. E-mail	
4.	Is the firm a registered company? If yes, submit documentary proof, year and place of the establishment of the company	
5.	Authorized Signatory	
6.	GSTIN Number with enclosed certificate	
7.	PAN details with copy of PAN card	
8.	Bank Details : Name of the Bank: Address: Account Number: IFSC code: MICR Code: (attach copy of cancelled cheque)	
9.	Details of court litigation, including (but not limited to)-  Have you filed any claim against any company/ institutions/PSU/JMRC for such type of project? If so, give details like case no., court dispute involved and present status.  Has any of your customer or clients filed any case against you in a court? If so, furnish details.	



**15.3 Form C: Self-Declaration { to be filled by the bidder}**

To,  
 General Manager (Operation),  
 Jaipur Metro Rail Corporation limited,  
 Room No. 405, 4<sup>th</sup> Floor, Admin Building,  
 Mansarovar Metro Depot, Bhriku Path,  
 Mansarovar, Jaipur-302020.

In response to the NIB Ref. No. JMRC/O&S/OP/KIT Bag/2023-24/NIB/05 for "Procurement of Kit bag for Station Controller/Train Operator Cadre of Jaipur Metro Rail Corporation Ltd.", as an owner/partner/director/Auth. Sign. of ..... I/We hereby declare that presently our company/firm ....., at the time of bidding:-

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

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

Thanking you,

Name of the Bidder:-

Authorized Signatory:- Seal of the Organization:-

Date:- \_\_\_\_\_ Place:- \_\_\_\_\_



**15.4 Form D: CERTIFICATE { to be filled by the bidder}**

To,  
General Manager (Operation),  
Jaipur Metro Rail Corporation limited,  
Room No. 405, 4<sup>th</sup> Floor, Admin Building,  
Mansarovar Metro Depot, Bhrigu Path,  
Mansarovar, Jaipur-302020.

**CERTIFICATE**

This is to certify that, the specifications of Services/Items which I/we have mentioned in the Technical Bid, and which I/we shall apply if I/we am/are awarded with the work,

Are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking You,

Name of the Bidder:-


Authorized Signatory:-

Seal of the Organization:-

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

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

Signature of Authorized Signatory







**15.5 Form E: Blacklist Certificate**

We hereby certify that our organization has neither been blacklisted nor our contracts have been terminated/ foreclosed by any company/ Government Department/Public Sector organization during last 3 financial years ending 31.03.2024 and during current financial year till date of bid submission, due to non-fulfillment of contractual obligations or any other reason.

Date:

Signature of bidder:

Place:

Name:

Designation:

Address:

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



## 15.6 Form F: Format of Agreement

### AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 \_\_\_\_\_ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its Registered office at admin building, Metro Depot, Bhirgu Path, Mansarovar, Jaipur, Rajasthan, hereinafter called/referred as ("JMRC") which shall hereinafter be deemed to include its successor & permitted assignees, of the first part.

And

\_\_\_\_\_, a firm incorporated under the provisions of the GST ACT having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_, Proprietor of the other part, hereinafter called/referred as the \_\_\_\_\_, which term shall, unless exclude by or repugnant to the context, be deemed to include its representatives, successors and assignees of the second part.

Whereas the approved \_\_\_\_\_ has agreed with JMRC to "Procurement of Kit bag for Station Controller/Train Operator Cadre of Jaipur Metro Rail Corporation Ltd" to the General Manager (Operations) JMRC, Jaipur, 4th Floor, A-Wing, admin Building, Metro Depot, Bhirgu Path, Mansarovar, Jaipur-302020, Rajasthan on behalf of the JMRC, all those articles & service set forth in our **LOA NO.** \_\_\_\_\_ appended hereto in the manner set forth in the conditions of the RFP and contract appended herewith and at the rates set forth in the said order.

Now these Presents witness:

- 1) In consideration of the payment to be made by the JMRC through cheque/ DD at the rates \_\_\_\_\_ set forth in the Work Order hereto appended the approved \_\_\_\_\_ will duly supply the said articles set forth in our LOA No. \_\_\_\_\_ thereof in the manner set forth in the RFP, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Price bid along with their enclosures.
- 2) The NIB, Bid form, Scope of Contract, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and along with their enclosures with the **RFP No: JMRC/O&S/OP/KIT BAG/2023-24/NIB/05** Dated \_\_\_\_\_ and appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter of Award No. \_\_\_\_\_ issued by JMRC and accepted by \_\_\_\_\_ and appended to this agreement shall also form this agreement.
- 4) The JMRC do hereby agree that if the \_\_\_\_\_ shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the JMRC shall pay the approved \_\_\_\_\_ at the time and the manner set forth in the said conditions.
- 5) In case the bidder fails to supply & work the final deliverables within stated timelines, the LD as per clause 18 of the RFP "liquidated damage" would be applicable.
- 6) The transportation cost of the items to JMRC (Room no. 415, Mansarovar Depot) shall be borne by the Bidder.
- 7) The mode of payment will be as specified in bid document/LOA/purchase order.

Signature of Authorized Signatory





The prescribed scope of contract/ requirement of services and deployment of technical resources shall be affected and completed within the period as specified in the bid document/ work order/LOA. Warranty/ Service shall be provided by the bidder as per terms and conditions of the RFP and Contract.

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 of ----- 2024

Signature of the Approved/Selected bidder

Signature for and on behalf, of JMRC

Name:

Designation:

Date:

Witness No.1

Witness No.2

Name:

Designation:

Date:

Witness No.1 :

Witness No.2 :

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



## FINANCIAL BID

### Bill of Quantity

**Bidder Name:**

Make/Model:

Warranty (In Months):

### KIT BAG FOR SC/TO CADRE OF JAIPUR METRO

S. N	Item Description	Qty. Required (A)	Quoted Rate/unit (Rs.) (B)	Total Amount (Rs.) (C=A*B)	GST Amount (Rs.) As applicable (D)	Grand Total Amount (Rs.) (E=C+D)
1	Kit Bag (Make: American Tourister / Sky Bag/ VIP/ Aristocrat/ Safari/ Wildcraft or similar)	90				

Amount in words:- \_\_\_\_\_.

Note:

1. Rate quoted must be for supplying the items at Mansarovar Depot including transportation, packing and all taxes excluding GST, which is being considered in BOQ separately. However rate of GST shall be paid as applicable on Tax-Invoice submitted to JMRC.
2. Minimum warranty period shall be 12 months from the date of supply & acceptance.
3. No other charges shall be payable except value at Column (E).
4. The criteria of evaluation shall be overall quoted lowest rate (L1) in this BOQ at Column (E).

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

Date:

Place:

Signature of Authorized Signatory

