



JAIPUR METRO

**JAIPUR METRO RAIL CORPORATION LTD.**

Directorate of Operations & Systems  
Mansarovar metro train depot,  
Bhrigu path, Mansarovar Jaipur – 302020  
Website: <http://transport.rajasthan.gov.in/jmrc>  
Email: [gmsr@jaipurmetrorail.in](mailto:gmsr@jaipurmetrorail.in)  
Website: [transport.rajasthan.gov.in/jmrc](http://transport.rajasthan.gov.in/jmrc)

**POLICYFOR INSURANCE OF METRO TRAINS**

**(ROLLING STOCK)**

**BID DOCUMENT**

**(CONTAINING NOTICE INVITING BID (NIB) AND INSTRUCTION TO BIDDER (ITB) & Commercial Bid)**

12



JMRC invites proposals from IRDA licensed Non Life Insurance Companies for Special Contingency Policy, JMRC has authorized Prudent Insurance Brokers Private Limited to solicit proposals through a online open single stage Single Cover bidding process as detailed in this bidding document

**Check sheet for document submission by Bidders with Bid Document**

S. No.	Documents	Enclosed Yes/No	Remarks
(A)	To be deposited Physically at JMRC up to last date of submission of bid (In Original)		
i.	DD/proof of fee deposition for Bid cost in favour of Jaipur Metro Rail Corporation Ltd, Jaipur		
ii.	Proof of Processing Fee payable in favor of MD, RISL, Jaipur		
iii.	Proof of EMD/Bid security amount		
(B)	Through Online Mode on Eproc.rajasthan.gov.in (Signed & Scan copy)		
iv.	Complete, filled Bid document with seal and signed with any addendum/corrigendum/pre-bid meeting minutes of meeting if issued.		
v.	Copy of GST Certificate & PAN Certificate with Seal and signed		
vi.	Cancelled Cheque for future payment reference(optional)		
vii.	Registration certification of the firm/certificate of incorporation etc.		
viii.	Articles of Association & Memorandum of Association(If applicable)		
ix.	Copy of Insurance License issued by IRDA		
x.	Audited statement from Insurance or undertaking Company certifying Gross Direct Premium underwritten in the Financial Year 2022-23 not less than Rs.2000 crore(Two thousand crore)		
xi.	An undertaking certifying availability of Branch (es) of the Insurance Company in municipality of Jaipur city.		
xii.	Scanned copy of Annexure-I on company's letter head		
xiii.	Scanned copy of Demand Draft/ Bankers Cheque/ FDR/Bank Guarantee for EMD/Bid security		

The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid.

**NOTE:** PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID. Price bid should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.



**TABLE OF CONTENTS**

<b>NOTICE INVITING BID (NIB)</b> .....	4
1     GENERAL .....	4
2     ELIGIBILITY CONDITIONS .....	6
<b>INSTRUCTIONS TO BIDDER (ITB)</b> .....	7
3     BID DOCUMENT .....	7
4     SCOPE OF INSURANCE POLICY .....	8
5     WHO CAN APPLY .....	9
6     BID REQUIREMENTS .....	9
7     BID CLARIFICATION PROCESS: QUERY FROM BIDDERS.....	10
8     COST OF BIDDING.....	10
9     SITE VISIT .....	10
10    BID VALIDITY .....	10
11    LANGUAGE OF BID .....	10
12    BID PRICES .....	10
13    SUBMISSION OF BIDS .....	11
14    Cost of Bid document /BID SECURITY/EMD .....	12
15    BID OPENING AND EVALUATION .....	13
16    CORRECTION OF ERRORS .....	15
17    OTHER BID GUIDELINES/ EVALUATION OF BIDS .....	15
18    PERFORMANCE SECURITY .....	15
19    AWARD OF CONTRACT.....	17
20    SIGNING OF CONTRACT AGREEMENT .....	18
21    CANCELLATION OF LETTER OF ACCEPTANCE (LOA) .....	18
22    CORRUPT & FRAUDULENT PRACTICES .....	18
23    DURATION OF CONTRACT.....	19
24    Annexure-I.....	20
25    Annexure-II   DECLARATION .....	21
26    Annexure-III Format of Bank Guarantee for Performance Security.....	22
27    Annexure-IV FORM OF BANK GUARANTEE FOR BID SECURITY.....	24
28    Annexure-V AGREEMENT .....	26
29    BILL OF QUANTITY.....	28



**NOTICE INVITING BID (NIB)**

NIB No.: JMRC/O&S/RS/2023-24/NIB/006

Date: 06 . 03 .2024

**1 GENERAL**

1.1 Jaipur Metro Rail Corporation Ltd. (JMRC) invites **online open single stage Single Cover bidding process** for Package Policy for Insurance of Metro Trains (Rolling Stock).

1.2 The key details of the NIB are as follows:

a.	Name of Bid	Policy for Insurance of Metro Trains (Rolling Stock)
b.	UBN No.	
c.	Estimated Premium (including GST)	Rs. 17,95,370/- (for one year)
d.	Bid Security/EMD	Bid Security shall be 2% (Rs. 35907/-) of the estimated value (Refer Clause 14.3) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee/FDR of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur
e.	Cost of Bid Form	Rs.500/-+GST @ 18%=Rs. 590/- (Rs. Five Hundred Ninety only) (Non refundable)(By cash, or by bank demand draft, banker's cheque in favour of Jaipur Metro Rail Corporation Limited) (refer clause 14.1).
f.	Processing Fee	Rs.500/- (Rs. Five Hundred only) (Non refundable)by Demand Draft / Bankers Cheque, payable in favor of MD, RISL, Jaipur.
g.	Online Bid Document availability period	From <u>15:00</u> .....hrs <u>09. 03</u> . 2024 Up to <u>14:00</u> .....hrs <u>03. 04</u> . 2024
h.	Date and place of Pre- bid Conference	<u>18. 03</u> .2024 at 11:00 hrs Room No. D10 Conference Hall, Train Maintenance, Mansarovar Depot, Bhriгу path, Mansarovar, Jaipur-302020
i.	Last date for receiving queries/ clarifications	17:00 hrs on <u>18. 03</u> . 2024
j.	Up loading of Remarks of Metro Administration to the Issues raised in Pre bid conference	Up to 17:00 hrs on <u>22. 03</u> . 2024
k.	Submission start date	09:00 hrs on <u>23. 03</u> . 2024
l.	Last Date for submission of Bid	<u>14:00</u> .....hrs on <u>03. 04</u> .2024
m.	Time & Date of Opening of Online Bid	15:00hrs on <u>03. 04</u> . 2024
n.	Venue of Opening of Online Bid	Room no. S09, DCOS Building, Mansarovar metro train depot, Bhriгу path, Mansarovar, Jaipur-302020
o.	Venue and Date of Physical Submission of Bid Cost, Bid Security and Processing Fee	Up to <u>14:00</u> .....hrs on <u>03. 04</u> . 2024 Room no. S09, DCOS Building, Mansarovar metro train depot, Bhriгу path, Mansarovar, Jaipur-302020
p.	Validity of Bid	90 days from the last date of submission of bid.

Signature of Authorized Signatory of Bid

Page 4 of 28



q.	Performance security	(5 % of the LOA Amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee/FDR of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur(Refer clause 18).
r.	Stipulated date of Commencement of Insurance Policy	As per the policy period given below.
s.	Deleted	Deleted
t.	<p>The complete bid document can be downloaded from the state e-procurement website <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> in and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <a href="http://transport.rajasthan.gov.in/jmrc">transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="http://www.sppp.raj.nic.in">www.sppp.raj.nic.in</a> .</p> <p>Bidders who wish to participate in this bidding process must register on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> . To participate in online bidders, as per Information Technology Act, 2000, Bidders will have to obtain Digital signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.</p>	

The Bid document consists of

- Notice Inviting Bid (NIB)
- Instructions to Bidders/Bidders (ITB)
- Annexure and Bill Of Quantities (BOQ),

**Note: -**

- Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. All the information, intimation and updates regarding this bid shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- If the date of opening is declared holiday, then Bids will be opened on next Insurance Policing day.
- Approved GCC is applicable and available on the JMRC website successful bidder shall sign the complete GCC submit to the JMRC.
- If same firm/company quoted bid more than one at different branches for bidding process, all such that bid will be rejected as per Rule 81 of RTPPR,2013.



## 2 ELIGIBILITY CONDITIONS

Eligibility criteria	Documents required to substantiate the same (All documents should be attested and self attested both)
<p>The Eligibility Criteria for the bidders is that the bidder should be</p> <ul style="list-style-type: none"> <li>❖ A Non Life Insurance Govt./PSU/Private Company authorized/approved by the Insurance Regulatory and Development Authority (IRDA) to Insurance Policy in India and Annual Gross Direct Premium underwritten in the Financial Year 2022-23 not less than Rs 2,000 Crores (TwoThousand Crores)</li> </ul>	<ul style="list-style-type: none"> <li>a. Copy of license issued by the IRDA to carry out Non Life Insurance Business.</li> <li>b. Audited statement or undertaking from Insurance Company certifying Gross Direct Premium underwritten in the Financial Year 2022-23 not less than Rs. 2,000 Crores (Two Thousand Crores)</li> <li>c. An undertaking certifying availability of Branch (es) of the Insurance Company with in Municipal limit of Jaipur city.</li> </ul>

### OVERVIEW OF JAIPUR METRO RAIL CORPORATION LTD.

Presently metro trains are running between Mansarovar and Badi Chaupar section (Approximately 12.05Kms Section). This is called Phase 1(combination of Phase-A and Phase 1-B of East – West Corridor (Pink Line). Both corridor phase 1A and phase 1B are included in this bid.

The Government of Rajasthan had set up the "Jaipur Metro Rail Corporation Ltd." (JMRCL) as a wholly owned company of the State Government for implementation of Jaipur Metro Rail Project. JMRC aims to provide a safe, comfortable and efficient transport system to its commuters. Cleanliness of the metro trains to international standards shall be of paramount importance. The depot forms the hub of the maintenance activities and also reflects this key philosophy.

The total Train holding of JMRCL at present is 10 Train Sets (Each Consisting of 4 Coaches). The present operational requirement is for 7 Trains to be on Main Line and balance 3 Trains are used as Standby or Maintenance Spare or in Transit. However the numbers of Trains to be on Main Line can be changed by JMRCL at any time to suit its operation requirement.

The present bid is for insurance of all the Trains Sets i.e 10 Trains Sets (40 Coaches) as per details given in Bill of Quantity (BOQ).

General Manager (Rolling Stock)  
Jaipur Metro Rail Corporation Ltd,  
Mansarovar Metro Train Maintenance Depot,  
Bhrigu Path, Mansarovar, Jaipur – 302020  
E-mail – [jgmrs@jaipurmetrorail.in](mailto:jgmrs@jaipurmetrorail.in)



Signature of Authorized Signatory of Bid



### INSTRUCTIONS TO BIDDER (ITB)

#### General Guidelines:-

- A. This Bid Document does not purpose 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 and 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.
- C. Bidders should provide all the required information and attach supporting documents as earmarked/mentioned signed by the bidder/authorized signatory of the bidder and attested by competent authority wherever asked.
- D. 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.
- E. Bidders should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted. Bidders are reminded that no supplementary material will be entertained by JMRC and 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.
- F. Evaluation process will help assess whether the bidder possesses the earmarked technical/financial capabilities.
- G. 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.
- H. Bids will not be considered if 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 Insurance Policy.
- I. Bidders may remain in touch with the JMRC's website [transport.rajasthan.gov.in/jmrcor](https://transport.rajasthan.gov.in/jmrcor) state procurement portal [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) or <https://eproc.rajasthan.gov.in> for any kind of latest Information, Addendum, Clarification, etc.

### **3 BID DOCUMENT**

- 3.1 The Bid Document is meant to select for providing 'RS8'-Insurance of Rolling Stock due for renewal. Necessary details of required services are there in the Scope of Insurance Policy at 4.0 below.
- 3.2 The Bid Document duly encompasses the Scope of Insurance Policy, Eligibility Criteria, Selection Procedure, Necessary Instructions, Terms and Conditions and other associated/related Document(s)/Annexure(s). Same has been delineated by various parts of the Bid Document as mentioned in clause 2.



#### 4 SCOPE OF INSURANCE POLICY

Contractor shall be required to execute Policy for insurance of metro trains (rolling stock).

##### Special Contingency Policy

Total Sum Insured	INR 3,50,00,00,000
Risk to be insured	Metro Train including all attached equipment.
Policy Period	11/05/2024 TO 10/05/2025
No Of Trains	10
Total No of Wagon	40 ( 10 X 4 )
Any One Accident (AOA)	Rs 35 Cr
Any One Year (AOY)	Rs 70 Cr
Scope of Cover	<p>Covering "All Risk" of physical loss, any type of damage or any type of destruction to the Property insured (Metro Train) or any other losses arising including all SFSP perils but not limited to earthquake, STFI, civil commotion, accidental damage, impact damage, derailment, explosion, collision, all types of Natural calamities, Damage to Train/Wagons due to damage to Metro Train infrastructure, Rail line failures, vandalism , Burglary and theft.</p> <p>Coverage also includes Accidental loses caused during repair &amp; maintenance of the Train/wagons, Damage to Train/wagons while handling &amp; during loading and unloading operations during motion or at rest.</p> <p>Insurers to list down the exclusions under the policy.</p>
<u>Add on Clauses</u>	
	Involuntary Betterment/Incompatibility Expenses/ Technological Advancement – Rs 5 CR AOA
	Nominated Adjuster Clause
	Protocol, Puri Crawford, Mack Absolute, Sunglow
	Obsolete Parts – Rs 5 Cr AOA



	Additional Cost Of Hiring Equipment Including Cranes – Rs 5 Cr AOA
	Professional Fees – Rs 5 Cr AOA
	Claim Preparation Cost – Rs 5 Cr AOA
	On – Account Payment Clause
	Care Custody and Control / Goods Held In Trust.
	Escalation Of 10% Of Total Sum Insured
	Margin Clause – 10% Of Total Sum Insured
	Waiver Of Underinsurance – 15% Of Total Sum Insured
	Loss Minimization Expenses – Rs 5 Cr AOA
	Waiver Of Depreciation For Total Loss Claim – Rs 5 Cr AOA
	Protection & Preservation Of Property Cover
	Waiver of FIR for all losses upto INR 10,00,000.
Excess	5% of Claim Amount subject to minimum of Rs. 100,000 for each claim.

## 5 WHO CAN APPLY

Those insurance companies who qualify the eligibility conditions as mentioned in the notice inviting Bid (NIB) can apply for the Bid.

## 6 BID REQUIREMENTS

6.1 In this bid process, the bid document requirement has been detailed below-

- 6.1.1 The bidder shall upload signed and stamped copy of the Bid Document **including BOQ on <https://eproc.rajasthan.gov.in>**. Besides this, all other associated/required documents shall be uploaded duly numbered and signed and stamped by the bidders. All applicable Annexures/Proformas shall be duly filled by the contractor.
- 6.1.2 Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.
- 6.1.3 The bidder shall be required to upload signed/stamped copy of valid Registrations/statement as per following:-
  - Registration certification of the firm/certificate of incorporation etc.
  - Articles of Association & Memorandum of Association(If applicable)
  - Copy of Insurance License issued by IRDA
  - Audited statement from Insurance or undertaking Company certifying Gross Direct Premium underwritten in the Financial Year 2022-23 not less than Rs 2,000 crore.



- An undertaking certifying availability of Branch(es) of the Insurance Company at Jaipur.

## 7 BID CLARIFICATION PROCESS: QUERY FROM BIDDERS

- 7.1 If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the Bid Document, he may seek clarifications in the form of query, in writing, from the **Office of Joint General Manager/Rolling Stock**(Mob.No.9650093279, E-mail- jgmrs@jaipurmetrorail.in)and Rajeev Saxena ( rajeev.saxena@prudentbrokers.com ) ( Mob. No. 9871832555 )as per schedule given in the Notice Inviting Bid. Authorized Reply to Query as mentioned at 7.2, if any given by JMRC, shall form part of the Bid Document.
- 7.2 Except for written clarifications (Reply to Query(s) or otherwise) from the **office of General Manager/Rolling Stock**, which is expressly stated to be an addendum to the bid document issued by JMRC, no written or verbal communication/ presentation/explanation by any other employee of JMRC shall be taken to bind or fetter JMRC under the bid/contract.

## 8 COST OF BIDDING

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.

## 9 SITE VISIT

Any site information/schedule of Insurance Policies given in this bid document is for guidance only. The bidder is advised to visit and examine the Insurance Policy site and its surroundings at his cost and obtain for himself on his own responsibility, all information that may be necessary for the preparation of the bid and entering into the Contract.

## 10 BID VALIDITY

The bid shall remain valid and open for acceptance for 90 days from the date of submission of the bids. In exceptional circumstances, prior to the expiry of the bid validity period, JMRC may request the bidders for a specified extension in the period of bid validity. The request and the response thereto shall be made in writing or by tele-fax. Bidders agreeing to the request for extension of bid validity period shall not be permitted to modify their bid. if the bidder/s does/do not agree for extension may withdraw and get then bid security back as per RTTP Act 2012 & RTTP Rule 2013.

## 11 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.

## 12 BID PRICES

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



- 12.2 The bidder shall quote his rates inclusive of all taxes, duties, royalties, statutory payments (except GST) to be made by the bidder, overheads and all other costs incidental to the Insurance Policy required to be carried out by the successful bidders as per the term and conditions of this Bid Document.

Quoted price will be deemed to include all incidental charges, supervision, transport, all taxes (except GST) contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract, complete as required.

### 13 SUBMISSION OF BIDS

- 13.1 The Bids shall be uploaded as per Single Cover system on <https://eproc.rajasthan.gov.in>.
- 13.2 Bid documents sent by the post/ courier for submission shall be summarily rejected by the JMRC. Only original Instruments of Bid cost, bid security and processing fee should be submitted physically in sealed envelope.
- 13.3 The Bid Package shall contain the following:

- 13.3.1 Bid package consisting of a .pdf copy of this Bid Document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

a) Bid cost, bid security and processing fee

- I. These original Instruments should be submitted with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments in **Room no. S09, DCOS Building, Mansarovar metro train depot, Bhriгу path, Mansarovar, Jaipur-302020 Contact no: 7728895711** at the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.
- II. Scanned copy of Bid cost, Bid security and Processing Fee Instruments need to be submitted with the online bid and these original instruments are to be submitted as per schedule.
- III. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Bid shall not be opened and it shall be summarily rejected.
- IV. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security) Submitted with filled Bid document does not match with the original instruments submitted by the firm then Bid Submitted by the firm shall be liable for rejection.

b) **Copy of the Bid Document** - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document including BOQ.

Bids, digitally signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the bidders.

- 13.4 An undertaking that there are No Technical or Commercial deviations or additional Conditions incorporated in the Bid document.

- 13.5 Bid documents as listed below:

- i. Notice Inviting Bid (NIB)
- ii. Instructions to Bidders/ Bidders. (ITB)
- iii. Undertaking Annexure-I



- iv. Bill Of Quantities (BOQ), & Annexure
- v. JMRC GCC

13.5.1 All documents establishing the eligibility of the Bidder as per NIB Condition.

- Draft Policy wording specifying scope of coverage, add-on covers, exclusions, deductibles and other terms & conditions proposed by the Insurer shall be narrated.
- Copies of audited balance sheet for the last one year.
- Information pertaining to gross premium collected, claim paid, net profit and solvency ratio for the last one year.
- Insurer to submit an undertaking as per Annexure-I on company's letter head.

13.6 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/uploaded Bid documents, then such altered bid document shall be treated as non responsive and shall be summarily rejected.

#### **14 Cost of Bid document /BID SECURITY/EMD**

14.1 As The BID should be submitted in the prescribed Bid document, which may be purchased, cost of bid document as specified in NIB by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted. The cost of the Bid document is non-refundable.

14.2 Bid security shall be 2% of the estimated value of subject matter of procurement. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR). Proof of such exemption has to be submitted with the bid document.

14.3 The bid security/EMD amount defined in NIB key details "clause-d" shall be submitted by means of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank, in favour of Jaipur Metro Rail Corporation Limited and the Bid received without Bid Security amount; will be rejected summarily. However in lieu of bid security, a bid securing declaration can be submitted by Government undertaking of the state and central Government (Please refer rule 42 of RTPPR).

14.4 The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.

14.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

- a) When the bidder withdraws or modifies its bid after opening of bids;
- b) When the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;



- c) When the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - d) If the Bidder breaches any provision of code of integrity, prescribed for Tenderers, specified in the bidding document.
- 14.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 14.7 No interest shall be payable on the Bid Security (EMD).
- 14.8 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security.
- 14.9 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
- a) The expiry of validity of Bid Security;
  - b) Issue of LOA for procurement and performance security is furnished by the successful Bidder;
  - c) The cancellation of the procurement process; or
  - d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

## **15 BID OPENING AND EVALUATION**

### **15.1 BID OPENING**

- 15.1.1 The duly authorized committee of JMRC will online open the Bid on the scheduled Date, Time and Venue.
- 15.1.2 Bidder(s) or their authorized representative(s) who may choose to be present at the time of Bid opening, if the Bidder wishes.

### **15.2 PROCESS TO BE CONFIDENTIAL**

- 15.2.1 Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 15.2.2 Any effort by a bidder to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, may result in the rejection of the bidders Bid as per RTPP Act, 2012 & RTPP Rules, 2013.

### **15.3 CLARIFICATION OF BIDS**

- 15.3.1 To assist in the examination, evaluation and comparison of Bids, the Engineer / Employer may ask bidders individually for clarification of their bids, including break-up cost of prices. The request for clarification and the response shall be in writing or by E-mail or at online platform



but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of bids in accordance with Clause 16 herein.

#### 15.4 DETERMINATION OF RESPONSIVENESS

- 15.4.1 Prior to the detailed evaluation of both Technical and Commercial bids, the JMRC along with Prudent Insurance Brokers will determine whether each bid is responsive to the requirements of the bid documents.
- 15.4.2 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 Insurance Policies 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.
- 15.4.3 If a bid is not substantially responsive to the requirements of the bid documents or if the Insurance Policing 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.
- 15.4.4 The decision of the Engineer/Employer as to which of the bids are not substantially responsive or have impractical / methods or programs for execution shall be final.

#### 15.5 EVALUATION OF BID

- 15.5.1 The Employer along with Prudent Insurance Brokers will, keeping in view the contents of eligibility conditions, carry out evaluation of submitted technical proposals to determine that the bidder has a full comprehension of the Insurance Policy. Where a bidder's technical submittal has a major inadequacy, his bid will be considered to be non-compliant and will be rejected.
- 15.5.2 The evaluation of both Technical and Commercial proposals by the Employer/Engineer along with Prudent Insurance Brokers will take into account, in addition to the bid amounts, the following factors:
- a) Arithmetical errors corrected by the Employer/Engineer in accordance with Clause 16.1 of the bid document.
  - b) Such other factors of administrative nature as the Employer/Engineer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 15.5.3 a) Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in bid evaluation.
- b) The JMRC reserves the right not to consider any deviation that in the sole discretion of the JMRC is found unacceptable. JMRC shall require such deviations to be withdrawn, for the



unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.

- 15.5.4 Evaluation of financial proposal will be based on pricing schedule/quantities in bill of quantity (BOQ) and rates quoted. Any alternation in BOQ will not be given any cognizance.
- 15.5.5 The duly authorized Engineer / Committee reserve the right to ask for submission of the basis/reasonability of rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, JMRC shall be at liberty to reject the bid of such bidder.

## 16 CORRECTION OF ERRORS

- 16.1 Errors will be corrected by the Employer / Engineer as follows:
- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer / Engineer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
  - If the rates are being asked to be quoted in percentage above/below vis-à-vis to the Estimated Cost and there arises a discrepancy in deciding the "above" and "below" words then the above/below mentioned in the WORDS will prevail. If contractor fails to mention above/below in words and figures both then the same shall be decided by the Quoted Amount mentioned (if any) by the contractor.
- 16.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

## 17 OTHER BID GUIDELINES/ EVALUATION OF BIDS

- 17.1 JMRC reserves the right not to proceed with the bid process at any time without any notice, justification or liability.
- 17.2 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.
- 17.3 The bid is not transferable under any circumstances.
- 17.4 Bid in any form other than the prescribed format issued by JMRC will not be entertained and will be summarily rejected.
- 17.5 Bids with revised/modified rates/offer after submission/opening of the bid will be summarily rejected.
- 17.6 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. JMRC reserves the right to award the bid to a bidder other than the most economic bidder.
- 17.7 JMRC may not consider bidders who have poor performance records such as abandoning Insurance Policies, not following statutory requirements, financial failure, etc.

## 18 PERFORMANCE SECURITY

- 18.1.1 Performance security shall be solicited from successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government



and undertakings of the Central Government. However, a performance security declaration shall be taken from them.

18.1.2 The successful Bidder shall submit a Performance Security Deposit equal to 5% of LOA, in the form of Demand draft/FDR or Bank Guarantee from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd within 30 days from the date of issue of LOA.

18.1.3 In case of deposition of performance security in form of bank guarantee, then the Bank Guarantee will be executed on stamp paper of 0.25% of Bank guarantee amount.(as per Annexure-III).

18.1.4 DELETED

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

- a. Bank Draft or Banker's Cheque of a scheduled bank;
- b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document.
- c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Tenderer and discharged by the Tenderer in advance. The procuring entity shall ensure before accepting the FDR that the Tenderer furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Tenderer concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

18.1.6 Performance security shall be valid for a period of 60 days beyond the date of completion of all contractual obligations.

18.1.7 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 Tenderer fails to make complete supply satisfactorily.
- c. If the Tenderer breaches any provision of code of integrity, prescribed for Tenderers, specified in the bidding document.



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

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

**18.1.10 Additional Performance Security:-**

- a. In addition to Performance Security as specified in rule 75, 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, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

- i. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - ii. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
  - iii. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- b. 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."

## **19 AWARD OF CONTRACT**

- 19.1 JMRC will award the contract to the Lowest Bidder (L1), whose bid has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the bid document.
- 19.2 In case, two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised financial bid shall be submitted by the date and time as notified to the concerned bidders.
- 19.3 In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then JMRC will resort to an open auction among the same Bidders (i.e. who have quoted the matching rates). Out of this open auction process, the bidders who offer the most little shall be declared as successful bidders. The date and time of auction will be notified to the concerned Bidders.
- 19.4 Prior to the expiry of the period of bid validity, JMRC will notify the successful bidder in writing, either through Letter of Intent or Letter of Acceptance, that his bid has been accepted.
- 19.5 The Letter of Acceptance (LOA) would be sent in duplicate to the successful bidder, who will return one copy to JMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within seven days from the date of issue of LOA. LOA shall be treated as unconditional binding document on the



part of insurer till a formal insurance policy is received by the JMRC. Cheque of insurance premium shall be issued to the successful bidder after issuing of LOA.

- 19.6 No correspondence will be entertained by JMRC from the unsuccessful bidders upon Letter of Acceptance being signed and returned by the successful bidder.
- 19.7 The Insurance Contract shall be governed by the Tariff/Rules/Guidelines & Insurance Policies as filed with IRDA by the Insurer, which the Insurer shall confirm at the time of submission of the Bid.
- 19.8 If a particular offer is found eligible otherwise, however Jaipur Metro Rail Corporation shall seek 'No objection/No DUES' certificate from 'State Insurance and Provident Fund' Department (Government of Rajasthan) and order shall be place only after receipt of such certificate.

## **20 SIGNING OF CONTRACT AGREEMENT**

- 20.1 The Contract Agreement shall require to be executed within 30 days from the date of issue of the Letter of Acceptance.
- 20.2 Successful bidder shall submit the executed insurance policy within 15 days of payment made by JMRC as per the draft accepted during bidding process. Insurance policy shall be issued on the Non Judicial stamp paper of the prescribed value. Successful bidder shall arrange and bear the cost of such Non Judicial stamp paper.
- 20.3 The LOA, executed insurance policy document, signed bid document along with its Addendums and any other document so prescribed by the JMRC shall form part of the contract agreement.
- 20.4 Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: -
- i. Power of Attorney in favour of Authorized Signatory(s)(if applicable).

## **21 CANCELLATION OF LETTER OF ACCEPTANCE (LOA)**

- 21.1 AFTER ISSUANCE OF THE LETTER OF ACCEPTANCE, IN CASE, THE SUCCESSFUL BIDDER FAILS TO SUBMIT THE EXECUTED INSURANCE POLICY, FOR WHATSOEVER REASONS, AS PER TERMS & CONDITIONS OF BID THEN THE LOA SHALL BE CANCELLED.

## **22 CORRUPT & FRAUDULENT PRACTICES**

- 22.1 JMRC requires that the Bidders and / or their agents observe the highest standards of ethics during Biding and execution of this Contract. In pursuance with this policy, JMRC: -
- a. Defines, for the purpose of these provisions, the terms set forth below as follows: -
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Licensor or its employees, influence in the contract execution; and
    - (ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of JMRC, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive JMRC of the benefits of free and open competition.
    - (iii) Breach of any of the contract condition during execution.
  - b. Will reject the bid or rescind the contract if JMRC determines that the Bidder/Contractor or the employees deployed by the contractor for the performance of services are engaged in corrupt or fraudulent practices.



- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, for participation in the bidding process, if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d. The successful Bidder/Contractor shall apprise JMRC through CVO or equivalent officer or authorized officer of JMRC of any fraud/suspected fraud as soon as it comes to their notice.

## 23 DURATION OF CONTRACT

- 23.1 The policy will begin as per the renewal dates mentioned above after making payment by JMRC to the successful bidder. The initial time period of the policy will be for one year, which will be extendable as per RTPPR (extended contract period), at the behest of JMRC, if required. Such extension would be on mutual agreement between JMRC and the Agency on the same rates and terms & conditions. Rate once approved will remain fixed for entire duration of policy period.



24 Annexure-I

(On Company's Letter Head)

To,

General Manager (Rolling Stock)  
Jaipur Metro Rail Corporation Ltd,  
Mansarovar Metro Train Maintenance Depot,  
Bhrigu Path, Mansarovar, Jaipur – 302020

**UNDERTAKING**

Dear Sir,

1. We hereby agree to provide the Insurance Policies as outlined in your bidding documents.
2. We have understood and have thoroughly examined the detailed Scope of Insurance Coverage along with Extensions and Exclusions with other features laid down by you and are fully aware of nature and scope of coverage required.
3. We hereby confirm our unconditional, complete acceptance and compliance to the provisions contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement. Reductions in Tariff (if any) at a later date will however be passed on to JMRC.
4. We further confirm premium rates charged in all policies at the inception of policy will remain unchanged during the policy period. The same rate will be charged in respect of any additions in the sum insured if made during the policy period.
5. We further confirm that in case if any violation / breach in respect of premium rates charged by us and result into any Financial Liability or consequences to JMRC, then JMRC in any manner, will not be held responsible and we will not demand any additional payment from JMRC on this account.
6. Copies of confirmations / undertakings / submissions as per the terms & conditions of the Bid document are enclosed here with.

Stamp and Signature of the Bidder

Date:

Place:

Signature of Authorized Signatory of Bid



**25 Annexure-II DECLARATION**

I ..... (Name and designation)\*\* Appointed as attorney/authorized signatory of the tenderer (including its constituents), M/s ..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No..... of Jaipur Metro Rail Corporation Ltd., do hereby solemnly affirm and state on the behalf of tenderer including its constituents as under:

1. I/We the tenderer(s) am/ are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender document from Jaipur Metro Rail Corporation Ltd. website eproc.rajasthan.gov.in and printed the same. I/we have verified the contents of the printed document from the website and there is no addition, on deletion or no alteration to the contents of the tender document in case of any discrepancy noticed at the stage i.e.; evaluation of tenders, execution of work or final payment of the contract, the master copy available with the JMRC administration shall be final and binding upon me/us.
4. I/ we declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/we understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of tender EMD besides suspending of business for one year. Further, I /we (insert name of the tenderer) \*\* .....and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if any of the certificates submitted by us are found to be false/forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance guarantee besides any other action provided in the contract.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER  
VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER  
Place:  
Date:



**26 Annexure-III Format of Bank Guarantee for Performance Security**

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "**POLICY FOR INSURANCE OF METRO TRAINS (ROLLING STOCK)**" Bid No. JMRC/O&S/RS/2023-24 /NIB/006 (here in after called "the contract") to M/s \_\_\_\_\_ (Name of the Contractor) (here in after called "the Contractor").

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

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

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

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

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



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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2024 being herewith duly authorized.

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

Signature of authorized Bank official

Name:

Designation : .....

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

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

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

In the presence of:

Witness 1.

Signature .....

Name .....

Address .....

Witness 2.

Signature .....

Name .....

Address .....

- **The Performance Bank Guarantee will be executed on stamp paper of minimum 0.25% of value of Bank Guarantee under Rajasthan Stamp Act.**
- **Bank Details of JMRC are as below:**  
**Account holder name: Jaipur Metro Rail Corporation**  
**Account no. : 678605111973**  
**IFSC code : ICIC0006786**



**27 Annexure-IV FORM OF BANK GUARANTEE FOR BID SECURITY**

Know all men by these presents that we \_\_\_\_\_ (Name of Bank) having our registered office at \_\_\_\_\_ (Address and Name of company) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

**Whereas \_\_\_\_\_ (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated \_\_\_\_\_ for contract for POLICY FOR INSURANCE OF METRO TRAINS (ROLLING STOCK) hereinafter called "the Bid".**

And whereas the Bidder is required to furnish a bank guarantee for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as Bid security against the Bidder's offer as aforesaid. And whereas \_\_\_\_\_ (name and address of the bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till .....(Date up to which Guarantee is valid i.e. 120 days from the last date of Bid submission.
- e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
  - i. Fails or refuses to furnish the Performance Security
  - ii. Fails or refuses to enter into a Contract within the time limit.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a) and (b) mentioned above, specifying the occurred condition or conditions.



Signature of the witness

.....

Name of the Witness

.....

Address of the Witness

.....

Signature of .....

Authorized Official  
of the Bank

Name of Official .....

Designation .....

I.D. No. ....

Stamp/Seal

of the Bank .....

- The Bank Guarantee for Bid Security will be executed on stamp paper (of any state of india)of minimum 0.25% of value of Bank Guarantee under Rajasthan Stamp Act.

- Bank Details of JMRC are as below:

Account holder name: Jaipur Metro Rail Corporation

Account no. : 678605111973

IFSC code : ICIC0006786

12/1



## 28 Annexure-V AGREEMENT

28.1 This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 Between General Manager (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD, D01, Workshop Building, Train Maintenance Depot, Bhargu path Mansarovar Depot, Jaipur-302020 herein after called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. "JMRC/O&S/RS/2023-24/NIB/006" contract for "POLICY FOR INSURANCE OF METRO TRAINS (ROLLING STOCK)" of Rail/Metro Corridor of Jaipur MRTS Project hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (\*\* as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSED as follows:

28.2 In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

28.3 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Notice Inviting Bid and Scope of Work
- (e) Bill of Quantities
- (f) Form of Bid with Appendix
- (g) Addendums, if any
- (h) Other conditions agreed to and documented as listed below:
  - (i) Bidder's Work Schedule as amended if required.
  - (ii) Statement of deviations (if applicable)
  - (iii) Any other item as applicable

28.4 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \_\_\_\_\*\* and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

### OBLIGATION OF THE CONTRACTOR

28.5 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit



copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**JURISDICTION OF COURT**

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

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

**For and on behalf of the Contractor**

Signature of the authorised official

Name of the official

Stamp/Seal of the Contractor

**For and on behalf of the Employer**

Signature of the authorised official

Name of the official

Stamp/Seal of the Employer

**SIGNED, SEALED AND DELIVERED**

By the said

Name: \_\_\_\_\_

on behalf of the Contractor in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By the said

Name: \_\_\_\_\_

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



**29 BILL OF QUANTITY**

**POLICY FOR INSURANCE OF METRO TRAIN (ROLLING STOCK)**

Validate  Print  Help 

Tender Inviting Authority: GENERAL MANAGER (RS)

Name of Work: POLICY FOR INSURANCE OF METRO TRAINS(ROLLING STOCK)

Contract No: JMRC/O&S/RS/2023-24/NIB/006

Name of the Bidder/ Bidding Firm / Company:	
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**PRICE SCHEDULE**

**(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)**

1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only
2. The rates quoted above shall be inclusive of all taxes, duties etc; no other charges shall be paid by JMRC. GST will be paid at rate applicable at the time of billing.)
3. Fill applicable GST rate without %age sign .
4. Bidders are advised to go through Scope of Insurance Policy as per clause 4 of Bid document before quote rate in BOQ.

NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Type of Policy	Total Premium amount In Figures To be entered by the Bidder in (INR)	GST Rate Applicable( %age)	TOTAL AMOUNT Without Taxes(INR)	TOTAL AMOUNT With Taxes (INR)	TOTAL AMOUNT In Words
1	Particulars:					
1.01	Special Contingency Policy - Rolling Stock			0.00	0.00	INR Zero Only
Total in Figures				0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

**NOTE:** While quoting rates bidders may take in consideration that zero claim against previous policies till date.

Authorized Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal/Stamp \_\_\_\_\_