



JAIPUR METRO

**Bid for "Supply, installation and software synchronization of
Biometric attendance devices at various offices of Jaipur metro
rail corporation ltd."**

**NIB No.: JMRC/O&S/OP/BIOMETRIC ATTENDENCE
DEVICE/2024-25/NIB/04(R1)**

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems
Room No. 405, 4th Floor, Admin Building,
Metro Depot, Bhriugu Path,
Mansarovar, Jaipur – 302020
Website: transport.rajasthan.gov.in/jmrc
Email: gmop@jaipurmetrorail.in



NOTICE INVITING BID (NIB)
(OPEN BIDDING)

NIB No. JMRC/O&S/OP/BIOMETRIC ATTENDANCE DEVICE/2024-25/NIB/04(R1)
Date: 22/05/2024

1 GENERAL

- 1.1 Jaipur Metro Rail Corporation Ltd. (JMRC) invites online bids by open competitive bidding process (Single stage one envelope method) for Supply, installation and software synchronization of Biometric attendance devices at various offices of Jaipur Metro Rail Corporation Ltd.
- 1.2 The complete bid document can be downloaded on corporation's website www.transport.rajasthan.gov.in/jmrc, state procurement portal i.e., <http://sppp.rajasthan.gov.in> and eproc i.e. <https://eproc.rajasthan.gov.in>.
- 1.3 Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, 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.
- 1.4 The key details of the NIB are as follows:

a.	Designation and address of inviting authority	:	GM (OP), Jaipur Metro Rail Corporation Ltd., Jaipur
b.	NIB/Bid No.	:	JMRC/O&S/OP/BIOMETRIC ATTENDANCE DEVICE/2024-25/NIB/04(R1)
c.	Name of Work	:	Bid for Supply, installation and software synchronization of Biometric attendance devices at various offices of Jaipur metro rail corporation ltd.
d.	Approximate Cost of service (Including GST)	:	Rs. 177000/-
e.	E-Tender processing Fee (Non-refundable)	:	Rs. 500/- (Rs. Five Hundred only) by Demand Draft/ Bankers Cheque, Payable in Favor of MD,RISL, Jaipur Ltd.
f.	Cost of Bid form (Non-refundable)	:	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)
g.	Bid Security / Earnest Money Deposit (EMD)	:	Rs. 3540/- (by Demand Draft / Bankers Cheque, payable at Jaipur in favour of Jaipur Metro Rail Corporation Ltd.
h.	Performance Security	:	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

Signature of Authorized Signatory



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		Corporation Ltd." Payable at Jaipur. The performance security must remain valid 60 days beyond the warranty period
i.	Online Bid Document availability period	: From Date: 22 /05/2024, Time: 12:00 hrs. To Date: 28/05/2024, Time: 15:00 hrs.
j.	Bid Document submission start date and End date	: From Date: 22 /05/2024, Time: 12:00 Hrs To Date: 28/05/2024, Time: 15:00 hrs.
k.	Venue and Last Date and Time of Physical submission of Cost of Bid Form, Bid Security, E-tender processing Fee	: O/o Manager (Operations), Room No. 415, Admin Building, Metro Depot, Bhrihu Path, Mansarovar, Jaipur-302020 Upto 15:00 Hrs of 28/05/2024
l.	Date & Time of opening of Bid	: Date: 28/05/2024, Time: 15:30 hrs.
m.	Venue of opening of Bid	: O/o Manager (Operations), Room No. 415, Admin Building, Metro Depot, Bhrihu Path, Mansarovar, Jaipur-302020
n.	Validity of Bid	: 90 days from the last date of submission of bid.
o.	Period of Completion of work	: Subject to the conditions of the contract, the work shall be executed within 15 days from the date of P.O./LOA.
p.	Warranty	: Minimum warranty period shall be 01 year.

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, <https://eproc.rajasthan.gov.in> 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 all the items mentioned in the BOQ (Bill of Quantities). In case, a bidder does not quote for any rate of any 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,

Bhrihu Path, Mansarovar, Jaipur- 302020

Tel: +91-141-2822109, Email: gmop@jaipurmetrorail.in

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

Contact No.-7728895513, Email Id-mgrop1@jaipurmetrorail.in.



2. 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. Uploaded 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 RTTP Act & Rule.
- K. Bidders may remain in touch with the E-Proc portal <https://eproc.rajasthan.gov.in> and JMRC's website www.transport.rajasthan.gov.in/jmrc or state public procurement portal www.sppp.rajasthan.gov.in 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 Commercial 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.

5 PERFORMANCE SECURITY DEPOSIT

- 5.1 The successful bidder shall furnish to the Employer a security for an amount, equivalent to 5% of Contract Price within 5 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.

- 5.2 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.

- 5.3 Performance security shall be furnished in any one of the forms mentioned in NIB.

- 5.4 No interest shall be payable on the performance security.

- 5.5 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).

- 5.6 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.

- 5.7 Notice will be given to the bidder with reasonable time before Performance Security deposited is forfeited.

- 5.8 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.

- 5.9 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.

6 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 ❖ Valid GST Registration Certificate ❖ Valid PAN Certificate/Card by the income tax dept. 2. Bidder have experience of supplying Biometric Devices. 3. Bidder shall not be blacklisted by Central Government, any State government or any government agency or Public sector Undertaking (PSU).	a. Copy of valid GST Certificate (along with copy of latest Challan and Return both) b. Copy of valid PAN certificate/card issued by the income tax dept. of GOI. c. Copy of Purchase Order to be submitted. d. An undertaking as per clause 20.5 form-E.

7 SCOPE OF WORK & TECHNICAL SPECIFICATION:

7.1 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 20/09/2020, Scope of work is "Procurement of Supply, installation and software synchronization of Biometric attendance devices at various offices of Jaipur metro rail corporation ltd."

7.2 Scope of Work:- (i) Supply, installation and software synchronization of Biometric attendance devices at various offices of Jaipur metro rail corporation ltd. The Warranty of Biometric attendance device will be of minimum for One Year.

(ii) Synchronization and compatibility with existing Biometric system & software Pay Time & Pay Time DM situated in Room no. 204, IT Cell of Jaipur metro.

7.3 Technical Specifications:-

Note: All the specifications below are minimum specifications:-

Specifications of Biometric attendance device		
1	Type of Biometric attendance device	Facial Recognition terminal with Multimode biometrics technology with battery backup
2	Identification validation methods	RFID, Fingerprint and contactless face capture attendance methods
3	Display	Minimum 2.4 inch HD Colour display
4	Communication Standard	USB,TCP/IP based communication
5	Capacity	Minimum 1000 face image user capacity 5000 fingerprint capacity,5000 RFID capacity
6	Record capacity	300000 logs

8 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.

9 BID PRICES

The Contract shall be for the whole work. The bidder shall fill the requisite charges/rates in the Bill of Quantity (BOQ) and accordingly calculate the rates for all the items described in the (BOQ). The bidder is required to quote his rates (inclusive of all taxes and charges) but excluding of GST. Applicable GST shall be payable by JMRC to the successful bidder extra.

10 SUBMISSION OF BIDS

- 10.1 Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person shall not be considered.
- 10.2 The Bidder should get himself registered on state public procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.
- 10.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can upload digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e.

Signature of Authorized Signatory

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TCS, safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

- 10.4 Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/BC/BG (Cost of Bid Form, E-tender Processing Fee & Bid Security). However, DD/BC/BG for Cost of Bid Form, E-tender Processing Fee, **Bid Security, Processing Fee** should be submitted physically at the following address of JMRC by the scheduled date and time as per clause 1.4 (k)

**O/o Manager (Operations),
Jaipur Metro Rail Corporation Ltd.,
415, IVth floor, Admin Building,
Mansarovar Depot, Bhargu Path,
Jaipur-302020.**

- 10.5 JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 10.6 Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only **underscores are permissible**.
- 10.7 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <https://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.
- 10.8 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 digitally signed.
- 10.9 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.
- 10.10 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 templates, may **BE LIABLE FOR REJECTION**.
- 10.11 Any bid after the deadline of time, will not be accepted.
- 10.12 A single-stage one envelope selection procedure shall be adopted. The Bid shall contain:

a) Technical Bid and Financial Bid (BOQ)

This Part should contain the Technical Bid consisting of a **pdf copy of this Bid Document** with each page signed by the Bidder in acceptance of the terms and conditions therein, **along with scanned copy of all the required documents, DD/BC/BG with due annexures duly filled as detailed below, in support of eligibility.**

- (a) Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
- (b) Bid form, formats, proformas, annexure(s) duly filled and signed.
- (c) Supporting documents to substantiate eligibility
- (d) Scanned copies of financial instruments (Cost of Bid Form, Bid Security, Performance Guarantee)
- (e) Any other documents, contractor deem fit **but NOT the Financial Bid/BOQ**.

All such these Annexure should be duly filled, signed & scanned (in pdf format) and to be submitted online by the DSC as part of technical bid.

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

- i. Utmost care be taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:
- ii. Download format of financial bid in Excel format (Password protected file).
- iii. This Excel file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
- iv. Fill Bidder Name, Basic rate of items/service in down loaded Financial Bid format as specified (in Excel format only) in green/blue back ground cells. Don't fill in any other back ground cells.
- v. Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

b) Submit the Technical and Financial Bid Online.**11 SELECTION METHOD**

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

- 11.1 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.
- 11.2 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.
- 11.3 In case two or more responsive bidders have quoted the same Cost, which is also the lowest amount offered, then JMRC will resort to negotiation among the same bidders (i.e. who have quoted the same total cost) and the bidder for respective bid whose offer is lowest, shall be declared as successful bidder. The date and time of negotiation will be notified to the concerned bidders.

12 BID OPENING

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

13 EVALUATION OF BIDS**13.1. PRELIMINARY EXAMINATION OF BIDS:**

1. The bids will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also.
2. The bids shall be opened in one stage. The Technical and financial Bid shall be opened of responsive bidders by competent authority.
3. Telegraphic, conditional or incomplete bids will not be accepted. Bids need to be submitted online only (except the tender Cost of Bid Form, Bid Security and Processing Fee). Bids submitted by any other means shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.

(i) 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 and signed, as per requirements listed in the bidding document;
- b) Bid is valid for the period, specified in the bidding document.

Signature of Authorized Signatory

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- 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.

14 DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, the evaluation committee 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.

15 Other Bid Guidelines/ Evaluation of Bids

- 15.1. JMRC reserves the right not to proceed with the bid process at any time without any notice, justification or liability as per RTPPR Act, 2012.
- 15.2. 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.
- 15.3. Bid in any form other than the prescribed format issued by JMRC will not be entertained and may be rejected.
- 15.4. Bids with revised / modified rates / offer after submission / opening of the bid may be summarily rejected.
- 15.5. 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.
- 15.6. 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.

16 ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT

- 16.1. 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.

- 16.2. 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.
- 16.3. 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.
- 16.4. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 16.5. Procuring entity's right to accept or reject any or all Bids.
- 16.6. 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.
- 16.7. The letter of acceptance will be treated as contract management between successful Bidder and JMRC.
- 16.8. In case of non-acceptance of LOA, submission of performance security by the successful bidder, even after 03 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.

17 RIGHT TO VARY QUANTITY

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

18 GENERAL CONDITION OF CONTRACT

18.1. 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 18 "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. 415, Admin Building, Mansarovar metro depot, Bhargu path, Mansarovar, Jaipur-302020.
- d) The transportation cost of the items to JMRC (Room no. 415, Mansarovar Depot) shall be borne by the Bidder.

18.2. Payments

- a) Advance payment will not be made, 100% payment of the work executed shall be made only after the items are tested and found to be satisfactorily working with the existing system installed in JMRC. 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.

Signature of Authorized Signatory



- 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.

17. SIGNING OF CONTRACT AGREEMENT

- 17.1 JMRC shall prepare the contract agreement, duly incorporating all the terms & conditions of the bid.
- 17.2 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.
- 17.3 Prior to signing of the Contract Agreement, the successful bidder shall be required to submit the following: -
- Performance Security
 - Power of Attorney in favour of Authorized Signatory(s)
- 17.4 The Contract Agreement shall require to be executed within 15 days from the date of issue of the Letter of Acceptance.

18. Liquidated damages (LD)

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

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

19. TERMINATION

Termination for Default

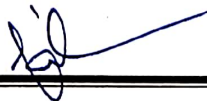
The Bid Sanctioning authority of JMRC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/Contractor, terminate the contract in whole or in part:-

- 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
- 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
- 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.



Signature of Authorized Signatory

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20. FORMS

20.1 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: "Supply, installation and software synchronization of Biometric attendance devices at various offices of Jaipur metro rail corporation ltd."

To,
 General Manager (Operation),
 Jaipur Metro Rail Corporation limited,
 Room No. 405, 4th 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/BIOMETRIC ATTENDANCE DEVICE/2024-25/NIB/04(R1) 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.
- 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

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6. After acceptance of LOA/Purchase order, 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 of2024

Signature.....

Name..... in the capacity of

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

Address.....

.....

.....

Witness-Signature.....

Name & Contact no.

Address.....

Occupation.....

Signature of Authorized Signatory

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20.2 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.	

Signature of Authorized Signatory



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

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

In response to the NIB Ref. No. JMRC/O&S/OP/Biometric attendance device/2024-25/NIB/04(R1) for "Supply, installation and software synchronization of Biometric attendance devices at various offices 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.

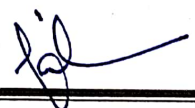
Thanking you,

Name of the Bidder:-

Authorized Signatory:- Seal of the Organization:-

Date:- _____ Place:- _____

Signature of Authorized Signatory



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

To,
General Manager (Operation),
Jaipur Metro Rail Corporation limited,
Room No. 405, 4th Floor, Admin Building,
Mansarovar Metro Depot, Bhargu 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





20.5 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 31.03.2023 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.

Signature of Authorized Signatory

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Name of Work: Bid for "Supply, installation and software synchronization of Biometric attendance devices at various offices of Jaipur metro rail corporation ltd."

Name of the Bidder/ Bidding Firm / Company
:

(This BQa 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)

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