

JAIPUR METRO RAIL CORPORATION LTD.

No. JMRC/O&S/S&T/NIB/2023-24/08

Dated: 14/11/2024

JAIPUR METRO RAIL CORPORATION LTD.

**“Provision of Maintenance free Earthing for S&T equipment’s at
Stations and Depot”**



Jaipur Metro Rail Corporation Ltd.

Admin Building, Mansarovar Metro Train Depot, Bhriгу Path,
Mansarovar, Jaipur (Rajasthan) – 302020.

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



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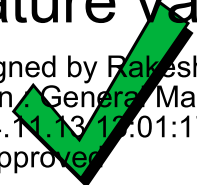
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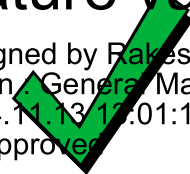
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VOLUME-1

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SECTION 1

NOTICE INVITING BID (NIB):- JMRC/O&S/S&T/NIB/2024-25/08

1.1 GENERAL

Jaipur Metro Rail Corporation invites Request for proposal through Open tender (Single Stage Two envelope) for Provision of Maintenance free Earthing for S&T equipment's at Stations and Depot through e-tendering process.

- i. The complete bid document can be downloaded from the state e-procurement website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website only with their digital signatures. The complete bid document can also be seen on Corporation's website <https://transport.rajasthan.gov.in/jmrc> and state procurement portal i.e., <https://sppp.rajasthan.gov.in/>

- 1.1.1 Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online Bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital 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 submit the bid online by the bidder. The key details of the NIB are as follows:

KEY DETAILS

a.	Name of Work and NIB No.	:	“Provision of Maintenance free Earthing for S&T equipment's at Stations and Depot” No. JMRC/O&S/S&T/NIB/2023-24/08
b.	Approximate Cost of work (Inclusive GST)	:	Rs. 8,88,540/- (including GST)
c.	Bid Security Amount	:	Rs.17,771/- (2 % of the Estimated Cost) in the form of banker's Cheque/ Demand Draft of a Scheduled Commercial Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur.
d.	Cost of Bid form (Non Refundable)	:	Rs. 1180/- (Rs. 1000 + including 18 % GST) Rs. One Thousand One Hundred Eighty Only), (Non-refundable) by Demand draft/Banker Cheque payable in favour of Jaipur Metro Rail Corporation Limited.
e.	E - Tender Processing Fee (Non - Refundable)	:	Rs. 500/- in form of demand draft/ Banker's cheque payable in favour of ‘Managing Director, RISL’ payable at Jaipur)
f.	Performance Security	:	5 % of the contract amount in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Commercial Bank or as per bid clause 27 in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur
g.	Online Bid Document availability period	:	From date 14/11/2024 time 10:00 hrs To date 29/11/2024 time 15:00 hrs
h.	Online Bid Document submission period	:	From date 21/11/2024 time 10:00 hrs To date 29/11/2024 time 15:00 hrs
i.	Date & Time of opening of Online Technical Bid	:	Date 29/11/2024 time 15:30 hrs (Access to online technical bid and its download will be available from 15:00 hrs onwards (S&T). Digitally signed by Rakesh Sharma Designation: General Manager of GM Date: 2024.11.13 17:01:17 IST Reason: Approved

j.	Date and Time of opening of online Financial Bid*	:	Will be intimated later to technically qualified bidders through e-mail/phone/website of https://www.eproc.rajasthan.gov.in
k.	Venue and Last Date and Time of physical submission of Cost of Bid Form, Bid Security, Processing Fee and notarized Form-F on non-judicial stamp paper of Rs. 100.	:	GM(S&T), JMRC, 3 rd Floor, Admin Building, Metro Depot, Bhriku Path, Mansarovar, Jaipur-302020. Date 29/11/2024 time 15:00Hrs.
l.	Validity of Bid	:	90 days from the last date of submission of Bid.
m.	Completion period	:	Subject to the conditions of the contract, the work shall be executed within 04 Months from the Date of P.O /LOA or earlier.
n.	Minimum Eligibility Criteria	:	As per clause-1.3

1.2 POINTS TO BE NOTED

1.2.1 The Bid papers consist of the following documents, along with their annexure, appendices, addenda and errata if any.

- **Volume - 1**
 - Notice Inviting Bid (NIB)
 - Instructions to Bidders (ITB)
- **Volume - 2**
 - General Conditions of Contract(GCC)/JMRC
- **Volume - 3**
 - Bill of Quantities.

Note:- Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC.

The Bidders may obtain or clarify further information in respect of these Bid documents from the office of **General Manager (S&T), Jaipur Metro Rail Corporation Ltd, 3rd Floor, Admin Building, Metro Depot, Bhriku path, Mansarovar, Jaipur-302020., Email: gmst@jaipurmetrorail.in, dgmsnt@jaipurmetrorail.in.**

All Bidders are hereby cautioned that Bids containing any material deviation or reservation and /or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and shall be summarily rejected.

Jaipur Metro Rail Corporation reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the Jaipur Metro Rail Corporation for rejection of his proposal.

1.3 **Minimum Eligibility criteria :-The bidder should meet all the eligibility criteria as mentioned below :-**

- (a) The bidder should have not been debarred and not be prohibited entity by State Govt. in pursuance to the process of debarment specified in RTPPR, 2013. **Firm shall submit an undertaking to this effect as per Form-P.**
- (b) Bidder should have valid GST registration certificate issued by the tax authority and shall enclose GST certificate along with bid submission.

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- (c) Bidder should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
- (d) Registration certification of the firm / partnership deed / Certificate of incorporation. Etc.
- (e) **Work Experience :- (Similar Work specific experience)***

- i. The participating firm should have experience in the field of supply/Installation/Testing/ commissioning of Maintenance Free Earthing in Railways, Metros/ Government Ministries/ Departments/ PSUs/Private Ltd.
- ii. A copy of Proof of experience in the form of Purchase Order/Work Order as per Form-T-II shall be submitted by the bidder.
- iii. The participating firm shall provide Satisfactorily Work Completion report duly signed by Authorised signatory during last 5 financial period and current financial year up to the previous month from the date of Bid opening.
- iv. The bidder firm should have satisfactorily and successfully completed similar nature of work as mentioned in Clause (i) during last five financial years up to the previous month from the date of Bid opening and should be either of the following
 - a. Three similar successfully completed works each costing not less than the amount equal to 40% (Rs. 3,55,416/-) of estimate cost. Bidder has to submit performance report of completed work.

OR

 - b. Two similar successfully completed works each costing not less than the amount equal to 50% (Rs. 4,44,270/-) of estimate cost. Bidder has to submit performance report of completed work.

OR

 - c. One similar successfully completed works each costing not less than the amount equal to 80% (Rs. 7,10,832/-) of estimate cost. Bidder has to submit performance report of completed work.

(f) Financial Standing (Annual Turnover):

The average annual turnover of bidder during last three audited financial years (2021-22,2022-23 & 2023-24) should not be less than Rs. 3,55,416/-(40% of estimated cost).To substantiate the Annual Turnover, Contractor needs to submit the Chartered Accountant (CA) Certificate and Duly filled Form: T-1.

NOTE:-

Turnover for the financial year 2023-24 can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document. In any case three consecutive financial year's turnover will be considered.

- (g) The Bidder should keep in consideration positive a matter in EOC certificate under GCC and RTPPR-2013. Bidder should be able to take up additional similar work at short notice at the accepted rate for which he has to allocate his additional resources. Similarly the scope of work may also be reduced on account of actual requirement or poor performance of the contractor and bidder shall have no approval of any claims due to reduction in scope of work.

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SECTION 2**SCOPE OF WORK****2.1 SCOPE OF THE WORK:**

It includes following works:

2.1.1 Supply, Installation, testing & Commissioning of Maintenance Free Earthing at Stations and Depot of Jaipur Metro Rail Corporation Ltd.

The technical Specifications and Standards of Work to be executed is as below:

Sr. No.	Description	Unit	Quantity
1.	Supply of basic material to construct unit Maintenance Free Earth as per RDSO sec. No. RDSO/SPN/197/2008 or latest and conforming to RDSO Drg. No. SDO/RDSO/E&B/001 or latest. Necessary testing certificate of UL, IEC to be produced. It consists of the following:- a) Copper bonded steel electrode of 3.0m long, 17.2 mm dia with copper bonding thickness of minimum 250 micron and UL listed and marked-1 Nos. b) Earth Enhancement material supplied in sealed Bag of minimum 10 Kg-3 Nos. c) Copper strip of 200x25x6mm to terminate earth rod-1 Nos.	Set	18
2.	Copper cable 35 sq mm as per: 694 single core green PVC insulated	Meter	1500
3.	Installation with inspection chamber and as per SDO/RDSO/E&B/001 standard practice	Set	18

Note: The work should be executed as per RDSO Specification No. RDSO / SPN / 197 / 2008 version 1.0 or latest. The material supplied should be procured from RDSO listed vendors for the code of practice for earthing & bonding system for signalling equipment's. Moreover, earth cable is already connected to copper bus bar, it can be used for new earth cable laying. But in case of any connectivity issue, the contractor has to lay the new cable to join with existing one through copper lugs.

2.2. TIME PERIOD OF WORK:

The work should be within 04 months from issue of LOA (Letter of Acceptance).

2.3 WARRANTY PERIOD

The contractor shall be responsible for complete supply, installation, testing & commissioning of the Earthing & bonding system. The warranty of such system shall be 60 months from date of commissioning. During this period, any failure of earthing system due to improper materials & bad workmanship shall be attended free of cost by the contractor.

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SECTION 3

BID PRICES AND SCHEDULE OF PAYMENT

3.1 Bid Prices

- a. Unless explicitly stated otherwise in the Bid Documents, the Bidder shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and payment shall be made as per accepted rates based on the activities carried out as in the Schedule of work specified in scope of work.
- b. The rates quoted by the Bidder are inclusive of all duties, taxes and other levies, materials, labour, compliance costs, expenses and uniform etc. But excluding GST. GST, as applicable, will be paid extra.

3.2 Schedule of Payment

- i. The payment will be done after successful Supply, installation, testing and commissioning of the work and its satisfactory work completion report of nominated JMRC field representative along with the invoice raised and proof of material procurement from RDSO listed vendors.
- ii. Advance Payment will not be made.
- iii. The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- iv. LD & Penalty, if any shall be charged from the due payment of Invoice.
- v. All remittance charges, custom clearance charges, import-export charges etc. will be borne by the supplier/ Contractor.
- vi. Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- vii. The Price Variation Clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes and duties.
- viii. The TDS and other statutory taxes & Levies as applicable, if any would be deducted from quarterly bill.
- ix. The transportation cost shall be borne by the Bidder.

3.3 Terms & Process of Bill Payment

All the terms & conditions of the bills for payments purpose should be strictly complied in accordance with the guidelines, issued by the competent authority from time to time.

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INSTURCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

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

1.0 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. Each page of the Bid Document (including General Conditions of Contract), 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 may be single firms or may be members of a JV/Consortium. Bidders may read carefully the directions concerning the requirements for JV/Consortium.
- d. 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.
- e. 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.
- f. Bidder should clearly note the date and time of submission of Bid. Late or delayed Bids will not be accepted by the website. 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. The bidder should furnish the same within 7 days of receipt of query from JMRC. Any information received after stipulated date shall be liable to be rejected and bid shall be evaluated on original information only.
- g. It should 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.
- h. Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage i.e.

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after completion of process then also JMRC may annul the award of work and forfeit Performance/ Bid Security Amounts (if any available). Further the bidder may be blacklisted for participation in any future bid of JMRC.

- i. Bidders may remain in touch with the E-proc portal <https://www.eproc.rajasthan.gov.in> and JMRC's website <http://transport.rajasthan.gov.in/jmrc> or state procurement portal <https://sppp.rajasthan.gov.in/> for any kind of latest Information. Addendum, Clarification, etc.
- j. The words "Tender" and "Bid" have been used interchangeably in this Bid Document.
- k. Bidders shall be required to submit declaration under Section 7 of RTPPA, 2012 as per Form-T-VII.

1.1 INTRODUCTION

Jaipur Metro Rail Corporation (JMRC) Ltd. invites Request for proposal through Open tender (Single Stage Two envelope) "Provision of Maintenance free Earthing for S&T equipments at Stations and Depot", through e-tendering process.

Jaipur Metro Rail Corporation Limited hereinafter called the 'Employer', for Works in accordance with this Bid Package.

Bids shall be prepared and submitted in accordance with the instructions given herein.

- 1.2 Relevant address for correspondence related to this Bid is given below:-

**General manager (S&T),JMRC,
3rd floor, Admin Building, Metro Depot,
BhriguPath, Mansarovar, Jaipur-302020.
Email:gmst@jaipurmetrorail.in, mgrtel@jaipurmetrorail.in.**

1.3 Who can Apply

- 1.3.1 Bidder may apply themselves or in Partnership/Joint Venture/Consortium. Requirements from JV/Consortium are chalked out in Clause 9.0 below.

2.1 All tenders submitted shall include the following information:

- 2.1.1 General information of the Bidder shall be furnished along with certified copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm or partnership.
- 2.1.2 In the case of tender by a partnership firm, the following requirements shall also be complied with.
- a. The Bidder and in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners as the case may be.
 - b. In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners.
 - c. The partner In-charge as afore said shall be authorized to incur expenses and receive instructions for and on behalf of any and all the partners of the firm for the execution of the contract including payment shall be carried out on behalf of the partner In-charge of the firm.

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- 2.2 The Bidder to qualify for award of Contract shall submit a written power of attorney authorizing the signatory to sign the tender document on behalf of the Bidder.
- 2.3 Each page of tender shall be signed by the authorized signatory of the Bidder. Power of Attorney in favour of the signatory will be required to be furnished.
- 2.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the Bidder to the Engineer and the Employer.
- 2.5 Any information found incorrect or suppressed, the tender may not be considered or contract will be cancelled without any financial claim/arbitration from the bidder. The Bidder is required to certify in the statement placed at Appendix – I-‘A’ of ITB.

3.0 COST OF BIDDING

- 3.1 The agency shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

4.0 SITE VISIT

- 4.1.1 Site information / schedule of works given in this Bid document areas per our requirements. The Bidder is advised to visit and examine the Site of Works and its surroundings at his cost and study the work requirement and note down all information that may be necessary for participating in the Bid and entering into this Contract.
- 4.1.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

5.0 BID DOCUMENT (CONTENTS OF BID DOCUMENTS)

- 5.1 The Bidder is expected to examine carefully all the contents of the Bid documents as mentioned in Sub-clause 1.0 of ITB including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids that are not responsive to the requirements of the Bid documents will be rejected.

6.0 AMENDMENT TO BID DOCUMENTS

- 6.1 At any time prior to the deadline for the submission of Bids, JMRC may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid documents by an amendment.
- 6.2 The said amendment in the form of an addendum will be available on web site and can be downloaded. The prospective bidder needs to keep himself updated by visiting the Jaipur Metro Rail Corporation website / www.eproc.rajasthan.gov.in website regularly before the date of submission of Bid.
- 6.3 In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Engineer or the Employer shall issue amendments to the Bid documents before the deadline for the submission of Bids as specified at Sub-clause 1.0 of ITB.

7.0 LANGUAGE OF BID

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The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and the Employer/Engineer shall be in the English language. The documents submitted by the bidder will not be returned by JMRC to Bidder.

8.0 DOCUMENTS COMPRISING THE BID

8.0.1 Documents to be submitted by the Bidder under Bid package have been described in this clause. Also refer check list as per Appendix – I 'A' of ITB. This list of documents has been prepared mainly of the convenience of the

Bidder and any omission on the part of the Employer shall not absolve the Bidder of his responsibility of going through the various clauses in the Bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

8.0.2 All documents issued for the purposes of Bidding as described in Clause 1.0 of ITB, and any amendments issued in accordance with Clause 6.0 of ITB shall be deemed as incorporated in the Bid.

8.0.3 BID PACKAGE

For the purpose of selection of Bidder, the bid document is divided into two parts viz. the Technical Bid and the Financial Bid.

8.1 Technical Bid

8.1.1 The requirements for Technical Bid are as under:-

The bidder (lead member in case of JV/Consortium) shall enclose signed and stamped copy of the Bid Document **except BOQ**. Besides this all other associated/required documents shall be submitted duly numbered and signed and stamped by the bidders. All applicable Annexure/Performa shall be duly filled by the Bidder.

The scanned copy of instruments (i.e. BG/DD/BC) of Cost of Bid Form, Bid Security Amount, E-Bidding Processing Fee **and notarized Form-F on non-judicial stamp paper of Rs. 100** shall be enclosed by the bidder with the technical Bid.

8.1.2 **Power of Attorney in the name of Authorized Signatory, in case the documents are signed by the authorized signatory of the bidder.**


8.1.3 The bidder shall be required to enclose signed/stamped copy of valid registrations with the following:-

- i) Registrar of Companies (in case bidder being a company)
- ii) GST Registration(along with copy of latest Challan)
- iii) Any other documents as required to prove eligibility.

In case of a JV/Consortium, the above documents shall be mandatorily submitted for all the constituent members.

8.1.4 Each bidder(each member in the case of a JV/Consortium) shall be required to confirm and declare with the bid submission that no agent, middleman or any intermediary has been, or will be, engaged by them to provide any services, or any other items or works related to the award and performance of the Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as a commission has been, or will be, paid and that the bid price will not include a Reason Approved

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- 8.1.5 The bidder shall be required to enclose the Check List for submission of bid as in Appendix-I-'A' of the ITB.
- (a) Self-Attested copy of the latest GST registration certificate and copy of Latest GST Return and Attested copy of PAN No. under income Tax Act is required to be submitted. In the absence of registration detail with GST department and PAN No etc first payment shall not be released.
 - (b) Bid documents as listed below:
 - I. Notice Inviting Bid
 - II. Scope of Work
 - III. Bid Prices and Payment Schedule
 - IV. Instructions to Bidders.
 - V. Jaipur Metro Rail Corporation's General Conditions of Contract
 - (c) The methods proposed to execute the activities covered in the Scope of Work, including such detailed information as deemed relevant.
 - (d) Contractual Experience record may be furnished in the format prescribed in **Form T-II**.
 - (e) Form of Bid (**Form- A**).
 - (f) Financial Record of the bidder (**Form-T-I**).

Bidders may attach clearly marked and referenced continuation sheets in the event that the space provided in the Evaluation Performa are insufficient.

Bidders are advised to submit only one bid either by themselves, or as a partner in a joint venture, or as a consortium. If a Bidder, or if any one of the partners in a joint ventures, or any one of the members of the consortium participates, submits more than one bid, all the bids in which the Bidder has participated shall be considered invalid.

8.2 Financial Bid:-

- 8.2.1 Financial bid shall contain the Bill of Quantities (BOQ) as per the uploaded standard template in excel sheet.
- 8.2.2 The prices shall be entered in the **BOQ template** as uploaded on the website. These prices should include all costs and expenses associated with the contract **excluding GST**.

9.0 JV/Consortium:-

- 9.1 There can be a maximum of 3 (three) members in a JV/Consortium.
- 9.2 The technical and financial capabilities of only those members with equity stake equal to or greater than 26% in the JV/Consortium shall be considered relevant for evaluation. It is clarified that the technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any bidder / JV/Consortium member shall not be considered for evaluation unless such company is also a part of the JV/Consortium with minimum 26% stake in the shareholding of the JV/Consortium.
- 9.3 The JV/Consortium as a whole (with cumulative equity stake) shall be considered for evaluation in the Technical Bid.

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- 9.4 Each JV/Consortium must specify the proposed equity shareholding (FORM-G) and nominate a Lead Member of the consortium. This shall be enshrined in the Memorandum of Agreement signed by all JV/Consortium members and submitted along with the Bid. The Consortium agreement should be on non-judicial stamp paper signed by each & every authorized signatory along with their copy of authorized Power of Attorney duly notarized. A draft of the consortium agreement is there at FORM- Hof this Bid Document.
- 9.5 If the successful bidder is a consortium of firms, the Contract Agreement shall be signed with entire consortium i.e. all the consortium members shall be party to the Contract Agreement.
- 9.6 There will be no change in the consortium's proposed shareholding structure in the submitted Bid, till the completion of the contract in all respect.
- 9.7 (a) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
(b) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
- 9.8 All members of the JV/Consortium shall be liable jointly and severally, for the execution of the project in accordance with the terms of the Contract Agreement. However, a single performance guarantee from the lead member only shall be submitted for the consortium.
- 9.9 Any individual bidder or member of a JV/Consortium cannot be a member in another JV/Consortium and participate in this Bid.
- 9.10 Any member of JV/Consortium shall not have been blacklisted/debarred.

10.0 BID PRICES

- 10.1 Bidder is required to quote for items as per Bid document. The Bidder should submit his Bid, which conforms to Bid documents, without material deviations, omissions or reservations. No material deviations or reservations shall be permitted. Bid shall be deemed to comply with all the requirements in the Bid documents including employer's requirements irrespective of any mention to the contrary, anywhere else in the Bid.
- 10.2 The Rate and Prices quoted by the Bidder shall be applicable for the duration of the contract.
- 10.3 The rate quoted shall be reasonable and not unbalanced. If the Procuring Entity comes across any unbalanced rates, he may require the Bidder to furnish detailed analysis to justify the same. If after its examination, the Procuring Entity still feels the rates to be unbalanced, he may ask the Bidder for additional performance Security or other safeguards to protect Employer's interest against financial loss. If the Bidder fail to comply with this, his Bid shall be liable to be rejected by the Employer.
- 10.4 The Bidder shall keep the contents of his Bid and rates quoted by him confidential.
- 10.5 The Bidder should quote his rates in the Bid without taking into the consideration of GST. GST will be reimbursed on actual basis of claim.

11.0 CURRENCIES OF THE BID

- 11.1 Bid prices shall be quoted in Indian Rupees only.

12.0 BID VALIDITY

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- 12.1 The Bid shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of Bid.
- 12.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer/the Procuring Entity may request the Bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by Tele-fax. A Bidder may refuse the request without forfeiting his Bid Security, A Bidder agreeing to the request, shall not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security correspondingly.

13.0 BID SECURITY

- 13.1 The Bidder shall furnish, as Bid Security an amount as mentioned in clause 1.1.2 of NIB and also refer The Rajasthan Transparency in Public Procurement Rules, 2013, clause 42. Being a service contract concessional bid security clause is not applicable in this bid.
- 13.2 The Bid Security shall be deposited through Bankers Cheque/Demand Draft and Bank Guarantee as per The Rajasthan Transparency in Public Procurement Rules, 2013, clause 42.
- 13.3 The Bid Security shall be deposited through Bankers Cheque/Demand Draft and Bank Guarantee of nationalized Bank in the name of Jaipur Metro Rail Corporation Ltd., Jaipur. The Bidder needs to upload scanned copy of DD/Bankers cheque at website <http://eproc.rajasthan.gov.in> for e-Bidding.
- 13.4 Any Bid not accompanied by an acceptable Bid Security shall be summarily rejected as being non-responsive.
- 13.5 The Bid securities of unsuccessful Bidder shall be discharged/returned by the Employer only after award of the LOA to successful Bidder. In this connection, Clause 25.3 of ITB may also be referred to.
- 13.6 The Bid Security of the successful Bidder shall be returned upon the Bidder executing the Contract Agreement and after furnishing the required performance guarantee for performance, as mentioned in Clause 26.0 of ITB.
- 13.7 The Bid Security shall be forfeited:
- a. If a Bidder withdraws his Bid during the period of Bid validity, or
 - b. In case of a successful Bidder, if he fails to:
 - (i). Furnish the necessary performance guarantee for performance as per Clause 26.0 of ITB.
 - (ii). Commence the work as per terms & conditions of Bid after issuance of LOA
 - (iii). Enter into the Contract within the time limit specified in Clause 25.0 of ITB
- 13.8 No interest will be payable by the Employer on the Bid Security amount cited above.

14.0 FORMAT AND SIGNING OF BIDS

- 14.1.1 If the Bid is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address, telephone no. and email if any.

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- 14.1.2 If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the partnership deed and power of attorney shall accompany the Bid. Alternatively, all the partners shall sign it.
- 14.1.3 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm, a certified copy of the power of attorney shall accompany the Bid.
- 14.1.4 The documents required to be submitted by the Bidder will be as described under Clause 8.0 of ITB herein. (Also refer check list as per Appendix – I-‘A’ of ITB)
- 14.3 Entries to be filled in by the Bidder shall be typed or written in indelible ink. The person submitting the Bid along with the date of signing should sign each page of such document in full at the bottom. The person submitting the Bid along with the date of initialling should initial each page of printed documents at the bottom.
- 14.4 In case of all documents listed in Clause 8.0 above, the person signing/initialling the documents shall be one who is duly authorized in writing by or for and on behalf of the Bidder and /or by a Statute Attorney of the Bidder Such authority in writing in favour of the person signing the Bid and/or the **Power of Attorney as per Form-K executed on Non-Judicial Stamp Paper of Rs. 100**, shall be enclosed along with the Bid.
- 14.5 The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Bidder. The person signing the Bid shall initial all amendments/corrections.
- 14.6 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 15.0 **SEALING AND MARKING OF BIDS**
- 15.1 Online Bids will have to be digitally signed and submitted in a time stamped electronic sealed box on <http://eproc.rajasthan.gov.in> the manner as described in 15.0
- 15.2 **ONLINE SUBMISSION:**
- The Bid to be submitted in two envelopes method on <http://eproc.rajasthan.gov.in> It shall comprise of:-
- Complete Bid document along with addendums/amendments issued and uploaded by the department on the above website.
 - Bid Form and schedules.
 - Supporting documents(scanned electronic copies)
- Deadline for Submission of Bids: - Bids shall be received online on website <http://eproc.rajasthan.gov.in> with uploading all relevant documents not later than the time and date communicated by the department or extended date thereof.
- 16.0 **SUBMISSION OF BIDS**
- 16.1 Submission of bids only through online process is mandatory for this Bid. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- 16.2 The Bidder should get himself registered on procurement portal (<http://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder should download Notice Inviting Bids (NIB) and copy of Bid Document from the site.

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- 16.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N-code, etc. bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 16.4 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-Bid Processing Fee, Bid Security and notarized Form-F on non-judicial stamp paper of Rs. 100). However, DD/BC/BG for Cost of Bid Form, E-Bid Processing Fee, Bid Security and notarized Form-F on non-judicial stamp paper of Rs. 100 Should be submitted physically at the following address of JMRC before the scheduled date and time as per NIB.
- General Manager (S&T), JMRC, 3rd floor, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020.**
- 16.5 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 in advance so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 16.6 Utmost care should 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.
- 16.7 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <http://eproc.rajasthan.gov.in> shall be deemed to have been initialled and accepted by the persons signing the bid when they submit their electronic bid.
- 16.8 The documents listed in ITB clause along with the addendum uploaded till the date of bid submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid documents shall be digitally signed.
- 16.9 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.
- 16.10 Any Bid in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain tempering of BOQ templates, may BE LIABLE FOR REJECTION.
- 16.11 Any bid after the deadline of time, will not be received on website.
- 16.12 Single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the technical Bid consisting of **a pdf copy of this Bid Document along with addendums** 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 Appendix-1 'A' duly filled as detailed below, in support of eligibility.**

- i. Complete bid document along with addendums/amendments issued and uploaded by the department on the above website.
- ii. Bid form, formats, Performa, annexure(s) duly filed and signed by the Bidder.
- iii. Supporting documents to substantiate eligibility.

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- iv. Scanned copies of financial instruments (Cost of Bid Form, E-Bid Processing Fee & Bid Security)
- v. Any other documents, Bidder deem fit but NOT the Financial Bid/BOQ.

All such Forms should be duly filled, signed & scanned (In .PDF/.JPG/.JPEG) and to be submitted online as part of technical bid.

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

(b) Part-B: Financial Bid (BOQ).

This part should contain the financial Bid in the prescribed Format. Rate quoted should be as per clause 10.2 to 10.5& 8.0 of ITB.

Utmost care should 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.

- i. Download format of financial bid in XLS format (Password protected file).
- ii. This XLS 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.
- iii. Fill Bidder Name, percentage rate (Less/Excess) to the estimated cost in down loaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
- iv. 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.

17.0 PHYSICAL SUBMISSION OF FINANCIAL INSTRUMENTS

- i. Financial instruments of Bid Security, Cost of Bid Form and Tender Processing Fee must be submitted at the office of General Manager (S&T), JMRC, 3RD floor, Admin Building, Metro Depot, Bhriгу Path, Mansarovar, Jaipur-302020. It shall be the responsibility of the Bidders to ensure that his financial instruments reach the designated place/office before the dead line for submission.
- ii. Financial instruments received after due date and time shall not be accepted.
- iii. JMRC will not be responsible for delay, loss or non-receipt of Financial instruments **DD/BG/BC** etc by post or courier.
- iv. **JMRC will not be responsible for financial instruments delivered to any other place/person in JMRC (like DAK section etc.) other than the designated office and do not reach the designated officers before the deadline for its submission.**

18.0 BID OPENING

- 18.1 The duly authorized Committee of JAIPUR METRO RAIL CORPORATION will open the Bids in the presence of Bidder(s) or their authorized representatives who may choose to be present at the time of Bid opening, if the Bidder wishes. The Bids shall be opened in two stages, in first stage the **Technical Bid** shall be opened and evaluated. **Financial Bid (BOQ)** shall be opened of responsive Bidders pre-qualified by the agency in the evaluation of Technical Bid at a later date, which will be informed. responsive and pre-qualified Bidders through e-procurement portal.

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18.2 In the first stage, technical bid will be opened. The Bidders' names, the presence (or absence) of Cost of Bid Documents/ E-Bid Processing Fee and Bid Security, and other details proposed in covering letter, will be announced by the Bid Opening Committee at the time of opening or same shall be available at the web-site. The bid opening committee will prepare the summary report of bid opening.

18.3 **PRELIMINARY EXAMINATION OF BIDS**

The contents of the technical-bid documents of the individual Bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any Bid not conforming to any of these requirements may be disqualified forthwith at the discretion of JAIPUR METRO RAIL CORPORATION.

19.0 **PROCESS TO BE CONFIDENTIAL**

19.1 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.

19.2 Any effort by a Bidder to influence the Employer/Procuring Entity 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.

20.0 **CLARIFICATION OF BIDS**

20.1 To assist in the examination, evaluation and comparison of Bids, the Procuring Entity may ask Bidders individually for clarification of their Bids, including breakdowns of prices. The request for clarification and the response shall be in writing or by tele-fax but no change in the price or substance or the Bid shall be sought, offered or permitted.

21.0 **DETERMINATION OF RESPONSIVENESS**

21.1 Prior to the detailed evaluation of Bids, the Procuring Entity will determine whether each Bid is responsive to the requirements of the Bid documents.

21.2 For the purpose of this Clause, a responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bid documents.

21.3 If a Bid is not substantially responsive to the requirements of the Bid documents, it will be rejected by the Procuring Entity, and will not subsequently be permitted to be made responsive by the Bidder by correction or withdrawal of the non-conformity or infirmity.

21.4 The decision of the Procuring Entities to which of the Bids are not substantially responsive shall be final.

22.0 **EVALUATION OF BID**

22.1 The Employer will, keeping in view the contents of Clause 1.3& 8.0 of ITB ,carry out technical evaluation of submitted technical proposals to determine that the Bidder has a full comprehension of the work of the contract. Where a Bidder's technical submittal has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected.

22.2 All technically acceptable Bids will be eligible for consideration of their financial proposals. The Firms who get technically qualified will be intimated by the Jaipur Metro Rail Corporation. The financial proposal shall be evaluated to determine the lowest bidder (L-1).

22.3 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 bids to the Employer, shall not be taken into account in Bid evaluation.

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22.4 Evaluation of financial proposal will be based on pricing schedule/quantities in Bill of Quantity (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

22.5 The Procuring Entity reserves the right to ask for submission of the source of procurement for the material for which the bidder has quoted his 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, JAIPUR METRO RAIL CORPORATION shall be at liberty to forfeit the said earnest money absolutely.

23.0 AWARD OF CONTRACT

CRITERIA FOR AWARDING OF TENDER

23.1 Subject to Clause 10.3 and 22.0, Procuring Entity will award the contract to the Lowest Bidder (L1), whose bid has been determined to be substantially responsive, technically & financially suitable, complete & in accordance with the bid document.

24.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

24.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidders of the grounds for the Employer's action.

25.0 NOTIFICATION OF AWARD

25.1 Prior to the expiry of the period of Bid validity prescribed by the Procuring Entity will notify the successful Bidder by E-mail/fax, to be confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Procuring Entity will pay to the Bidder in consideration of the execution, completion of the works by the Bidder as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Procuring Entity duly acknowledged and signed by the authorized signatory, within **seven days** from the date of issue of LOA by him. No correspondence will be entertained by the Procuring Entity from the unsuccessful Bidders.

25.2 The Letter of Acceptance will constitute a part of the contract.

25.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 25.1, the Procuring Entity will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

26.0 SIGNING OF AGREEMENT

26.1 The Procuring Entity shall prepare the Agreement in the Performa (**Form-D**) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the letter of acceptance, the successful Bidder will be required to execute the Contract Agreement. **The Contract Agreement shall be executed on Rs. 500/- Rajasthan Stamp as per Rajasthan Stamp Act 1998.** The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. One copy of the Agreement duly signed by the Procuring Entity and the Bidder through their authorized signatories will be supplied by the Procuring Entity to the Bidder.

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26.2 Prior to signing of the Contract Agreement, the successful Bidder shall submit the following document within a period of 15 days from the date of issue of the Letter of Acceptance:

- a. Performance Guarantee
- b. Consortium Agreement (duly signed & executed) duly incorporating the requirements as in Clause No.9.0 of the ITB.

27.0 PERFORMANCE SECURITY

27.1 The successful Bidder shall furnish to the Procuring Entity a performance security in the form of a bank guarantee for an amount of **5%** of the Contract price. The validity shall be six months beyond expiry of contract. The Bank Guarantee has to be from a scheduled Commercial Bank based in India and the Form of performance security (**Form-C**) provided in this Volume shall be used. The performance Security shall be furnished within the time limit specified in Clause 26.0. The Performance Security shall be deposited through Demand Draft, Banker's Cheque, Government Securities, Bank Guarantee, Insurance Bond as per The Rajasthan Transparency in Public Procurement Rules, 2013, clause 75.

The Performance Security (Bank Guarantee) shall be executed on Rajasthan Stamp duty which is payable @0.25 percent of the Work Order/LOA amount subject to maximum of Rupees 25000/-as per Rajasthan Stamp Act 1998

27.2 Additional Performance Security.-

(1) 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.
- (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.]

27.3 Failure of the successful Bidder to submit the required performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.

28.0 CANCELLATION OF LETTER OF ACCEPTANCE (LOA) & FORFEITURE OF BID

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In case successful Bidder fails to commence the work (for whatsoever reasons) as per terms & conditions of Bid after issuance of LOA& Letter of commencement then the LOA shall be cancelled and the Bid security shall be forfeited.

29.0 CORRUPT & FRAUDULENT PRACTICES

JMRC requires that the Bidders observe the highest standards of ethics during bidding and execution of this contract. In pursuance with this policy, the bidder shall be required to submit their compliance with the code of integrity and no conflict of interest as per **Form T-VI**.

30.0 GRIEVANCE/ REDRESSAL DURING PROCUREMENT PROCESS

If any bidder or prospective bidder is aggrieved about a decision/ action/ omission of JMRC, he may file an appeal as per provisions of Section 38 of RTPPA, 2012. The relevant provisions of grievance redressal mechanism are provided in **Form-T-VIII**.

31.0 QUANTITY VARIATION

JMRC may vary the quantity as per RTPPR Rule-73.

32.0 TERMINATION OF THE CONTRACT

32.1 If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

32.2 The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to comply with a notice under Sub clause 32.1
- b) abandons or repudiates the Contract
- c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
- d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- g) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
- h) fails to take steps to employ competent and/or additional staff and labour, or
- i) fails to afford the Engineer or his representative proper facilities for inspection of the Works or any part thereof, or
- j) indulges in corrupt or fraudulent practices
- k) Breach of any of the contract condition during execution

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- 32.2.1 In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (j), the Employer may by notice of 7 days terminate the Contract immediately.
- 32.2.2 For the purpose of sub Para (c) above, this clause, reasonable excuse shall be one, which in the opinion of the Engineer has resulted from, Any Circumstance which
- is beyond the employer's or contractor's control and
 - made the failure unavoidable and it is evidenced by the Contractor to the satisfaction of the Engineer that the failure was remedied without unreasonable delay once that obstacle was out of the way.
- 32.2.3 The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.
- 32.2.4 On termination of contract due to contractor's default the performance security shall be forfeited by encasing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other partnership firm.

33.0 Liquidated Damage:

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

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

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

The maximum amount of liquidated damages shall be 10% of the contract value. The LD shall be charged from the due payment of the Invoice.

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

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

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved

APPENDIX – I-‘A’

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TECHNICAL BID

(To be included in Bid Index and front of the technical proposal)

Name of the Bidder _____

S/N	Item	Bid Stipulations (if any)	Submission/ Compliance Requirement	Reference page No. in the Technical Submittal
1.0	Bid Document Cost Details, if applicable			
1.1	Bid Document Cost in the form of DD/BC	1.1.2.d of the NIB		
1.2	Name of Issuing Bank and Branch			
1.3	DD/BC No.			
1.4	DD/BC Date			
1.5	Value of DD/BC			
2.0(a)	Bid Security Details			
2.1(a)	Bid Security in the form of DD/BC/BG	1.1.2 c of the NIB and 13 of the ITB		
2.2(a)	Name of issuing Bank and Branch			
2.3(a)	DD/BC/BG No.			
2.4(a)	DD/BC/BG Date			
2.5(a)	Value of DD/BC/BG			
2.0(b)	Processing Fee			
2.1(b)	Processing Fee in the form of DD/BC	1.1.2 e of the NIB		
2.2(b)	Name of Issuing Bank and Branch			
2.3(b)	DD/BC No.			
2.4(b)	DD/BC Date			
2.5(b)	Value of DD/BC			
2.0(c)	Whether notarized Form-F on non-judicial stamp paper of Rs. 100 has been submitted			
		1.1.2 k of the NIB		
3.0	Eligibility and Qualification of Bidder			
3.1	GST registration certificate	Clause 1.3 of Volume 1		
3.2	PAN certificate	Clause 1.3 of Volume 1		
3.3	Registration certification of the firm / partnership deed / Certificate of incorporation. Etc.	Clause 1.3 of Volume 1		
3.4	Satisfactorily Work Completion report	Clause 1.3 of Volume 1		
3.5	Bid is from a Company	As per ITB Document		
3.6	Whether power of Attorney with specimen signature has been submitted	As per ITB Document		
3.7	Bid is from JV / Consortium	Clause 9.0 of the		

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved

		(ITB)		
3.8	Whether notarized Power of Attorney from each member of JV/Consortium is enclosed	As per ITB Document		
3.9	Board Resolution of each of the Consortium members authorizing execution of Consortium Agreement and appointing authorized signatory	As per ITB Document		
3.10	Memorandum of Agreement for JV/Consortium	As per ITB Document		
3.11	Details of percentage participation of individual members specified in the MoA	As per ITB Document		
3.12	Whether registration with ROC enclosed for a Bidder being a company/ each member in case of JV/Consortium	As per ITB Document		
3.13	Whether registration with GST department enclosed for a Bidder being a company/ each member in case of JV/Consortium	As per ITB Document		
3.14	Form of Bid-Form A	As per ITB Document		
3.15	Form of Bank Guarantee For Bid Security – Form B	As per ITB Document		
3.16	FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENT- Form F	As per ITB Document		
3.17	Bidder's Profile-Form I	As per ITB Document		
3.18	Format of Power of Attorney –Form K	As per ITB Document		
3.19	Bank Details- Form L	As per ITB Document		
3.20	CERTIFICATE OF CONFORMITY/ NO DEVIATION- Form O	As per ITB Document		
3.21	Black list Certificate – Form P	As per ITB Document		
3.22	Financial Data Form T - I	As per ITB Document		
3.23	Whether copies of audited balance sheets for last 3 audited financial years have been submitted	1.3 e of the NIB		
3.24	Contractual Experience record – Form T – II	As per ITB Document		
3.25	Whether self-attested copies of client's work order and works completion certificates as proof of experience have been submitted.			
3.26	INDEMNITY – Form T- V(A) & V(B)	As per ITB Document		
4.0	Technical Proposal			
4.1	Whether each page of Bid Document, Addendum (if any) and other submissions,	As per ITB Document		

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST

Reason: Approved

	enclosed duly numbered, signed & stamped, as a token of acceptance			
5.0	Whether scanned copy of Bid Security, Cost of Bid Form and processing Fee Documents/Instruments have been submitted online and original instruments submitted as per the schedule mentioned in the NIB	As per ITB Document		
6.0	Whether online Financial Bid/BOQ in prescribed format has been submitted.	As per ITB Document		

I/We have checked the above list with our submittal. The information submitted with the above documents is true & correct to the best of my/ our knowledge and belief. We are aware that if the Bid does not contain above documents or if the information contained in the above documents is found to be incorrect or suppressed, our bid is likely to be rejected by the Employer.

(Authorized Signatory)

Signature valid

Digitally signed by Rakesh Sharma
 Designation: General Manager
 Date: 2024.11.13 17:01:17 IST
 Reason: Approved



INDEX OF FORMS**1. PROFORMA OF FORMS – GENERAL**

S. No.	Details	FORM
i.	Form of Bid	A
ii.	Form of Bank Guarantee for Bid Security	B
iii.	Form of Performance Security (Guarantee) by Bank	C
iv.	Form of Agreement	D
v.	Deleted	E
vi	Format for Affidavit to be submitted by bidder/tenderer	F
vii	Application	G
viii	Consortium Agreement/Memorandum Of Agreement	H
ix	Bidder's Profile	I
x	Format of Power of Attorney	K
xi	Bank Details	L
xii	CERTIFICATE OF CONFORMITY/ NO DEVIATION	O
xiii	Black list Certificate	P

2. PROFORMA OF FORMS – TECHNICAL & FINANCIAL

S. No.	Details	FORM
i.	Financial Data	T – I
ii.	Contractual Experience Record	T – II
iii.	Indemnity certificate and obligation/Compliance to be ensured by the Bidder	T – V(A) & V(B)
iv.	Compliance with the code of integrity and no conflict of interest	T – VI
v.	Declaration by bidders regarding qualifications	T – VII
vi.	Grievance Redressal during Procurement Process with Annexure	T – VIII

Signature valid

Digitally signed by Rakesh Sharma
 Designation: General Manager
 Date: 2024.11.13 17:01:17 IST
 Reason: Approved



FORM-A

FORM OF BID

- Note: i. The Appendix and forms are part of the Bid
- ii. Bidders are required to fill up all the blank space in this Form of Bid and Appendix.

Name of Work: "Provision of Maintenance free Earthing for S&T equipment's at Stations and Depot"

To

**The General Manager (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, Jaipur-302020**

Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda.

OR such other sum as may be ascertained in accordance with the said conditions.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. We undertake, if our Bid is accepted, to commence the works within 7 days of issue of the Letter of Acceptance to complete the whole of the Works comprised in the Contract.
3. If our Bid is accepted, we will furnish at our option a Bank Guarantee for performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with Clause 4.2 of the General Conditions of the Contract and as indicated in the Appendix.
4. We have independently considered the amount shown Clause 8.5 of 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.
5. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or 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-compliant 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.
10. If our Bid is accepted we understand that we are to be held responsible for the due performance of the Contract.

Signature valid

Digitally signed by Rakesh Sharma

Designation: General Manager

Date: 2024.11.13 17:01:17 IST

Reason: Approved

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

Signature.....

Name.....in the capacity of.....Duly authorised to
sign Bids for and on behalf of.....

Address.....

Witness – Signature.....

Name.....

Address.....

Occupation.....

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



FORM OF BANK GUARANTEE FOR BID SECURITY
(Ref: Clause 13.0 of "instructions to Bidders")

1. KNOW ALL MEN by these presents that we.....

(Name of Bank) having our registered office at.....

(Address and Name of country) (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.

2. WHEREAS.....(Name of Bidder)(hereinafter called "the Bidder") has submitted its Bid dated_____ for the **“Provision of Maintenance free Earthing for S&T equipment’s at Stations and Depot”** of Contract----- of applicable Rail Corridor of Jaipur Metro Rail Corporation 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.

3. 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. 150 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.

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



4. THE CONDITIONS OR 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 in accordance with clause 27.0 of the "Instructions to Bidders" and/or
 - ii. Fails to commence the work as per terms And Conditions of Bid after issuance of LOA & letter to Commence.
 - iii. Fails or refuses to enter into a Contract within the time limit specified in Clause 26.0 of the "Instructions to Bidders".

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 us due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of the Witness.....

Name of the Witness.....

Address of the Witness.....

Signature.....

Authorised Official of the Bank

Name of the Official.....

Designation.....

I.D. No.....

Stamp/Seal of the Bank.....

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause 27.0 of "Instructions to Bidders")

1. 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.
2. Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for **“Provision of Maintenance free Earthing for S&T equipment’s at Stations and Depot”** Contract for-----Rail Corridor of Jaipur MRTS Project (hereinafter called " the contract") to M/s ___(Name of the Bidder)___ (hereinafter called "the Bidder).
3. AND WHEREAS the Bidder 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).
4. 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.
5. After the Bidder 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 Bidder 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 Bidder 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 damage resulting from any defects or shortcomings or debts of the Bidder. The bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder 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.

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



- 6. This Guarantee is valid for a period of..... Months from the date of signing.(The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of Contract period.
- 7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder 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 Para 5, above, 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 Bidder.
- 8. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Bidder.
- 9. The neglect or for bearance of the Employer in enforcement of payment of any money, the payment whereof in 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.
- 10. The expressions "the Employer", "the Bank " and "the Bidder" 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 beings 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.....

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



Witness 2.

Signature.....

Name.....

Address.....

Note:

- 1. This should be executed on Rajasthan stamped paper in accordance with the Rajasthan stamp act 1998.**

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



FORM OF AGREEMENT

(Refer Clause 26.0 of "Instructions to Bidders)

CONTRACT NO/NIB NO.: JMRC/O&S/S&T/NIB/2024-25/08

THIS AGREEMENT made on the ____ day of 2024 between Jaipur Metro Rail Corporation Limited, having their registered office at Registered office: Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur-302020 hereinafter "JMRC" which expression shall, and

hereinafter "Contractor",

WHEREAS the Contractor has offered a Bid for "**Provision of Maintenance free Earthing for S&T equipment's at Stations and Depot**" and agrees to undertake performance of such services under the terms and conditions set forth in this Contract.

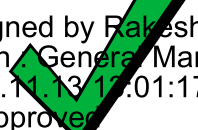
Both parties hereby agree as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance& letter of commencement.
 - (b) General conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Special Specifications
 - (e) Notice Inviting Bid
 - (f) Bill of Quantities
 - (g) Form of Bid with Appendix
 - (h) Addendums, if any
 - (i) Other conditions agreed to and documented as listed below:
 - a) Bidder's Work Schedule as amended if required
 - b) (ii) Statement of deviations (if applicable)
 - c) (iii) Any other item as applicable

All of the foregoing documents, together with this Contract Agreement, as referred to herein as the Contract Documents also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the contractor will seek clarification from the JMRC, whose decision shall be final.

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents to perform efficiently and faithfully all of the for **“Provision of Maintenance free Earthing for S&T equipment’s at Stations and Depot”** and in carrying out all duties and obligations imposed by the Contract Documents. The Contractor agrees to pay the amount and penalty specified, if any, to the JMRC at the rates and terms and in the manner set forth in the Contract Documents.

Clause 3 Obligation of the JMRC:

The JMRC agrees, subject to the terms and conditions of the Contract Documents, to provide unobstructed access wherever it is required for providing the Services as per the Scope of Work and terms and in the manner set forth in the Contract Documents.

Clause 4 Contract Price:

The JMRC / Contractor (as applicable) agrees to pay for the services under the Scope of this contract and the Contractor / JMRC (as applicable) agrees to accept the sums mentioned below, as part of his obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Clause 5 Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties’ addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

JMRC:-
General Manager (S&T),
Jaipur Metro Rail Corporation Limited,
3rd Floor, Admin Building,
Mansarovar Metro Depot,
Bhrigu Path, Mansarovar, Jaipur-302020

CONTRACTOR:-

Clause 6 Obligation of tax law

Both the parties shall ensure full compliance with tax laws of India with regard to this contract and shall be responsible for the same. Either party shall keep the other party fully indemnified against his liability of tax, interest, penalty, etc. in respect thereof which may arise.

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



Clause 7 Integration

The JMRC agrees that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 8 Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 9 Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 10 Jurisdiction of court

All claims, matters and disputes are subject to the exclusive jurisdiction of the Competent Courts in Jaipur only.

In WITNESS THEREOF, The parties have caused this Contract to be signed in their respective names as of the day and year first written above.

The JMRC
Jaipur Metro Rail Corporation Limited

The contractor

(.....)
WITNESS

(.....)
WITNESS

Note:

- 2. **This should be executed on Rajasthan stamped paper in accordance with the Rajasthan stamp act 1998.**

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-.The stamp paper has to be in the name of the tenderer)**

I (Name and designation)** appointed as the attorney / authorised 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, 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 website www.transport.rajasthan.gov.in/jmrc and printed the same. I/we have verified the contents of the printed document from the website and there is no addition, or 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.
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.
7. 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/SD and Performance guarantee besides any other action provided in the contract.

VERIFICATION:

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my above affidavit are

DEPONENT
Signature valid
 Digitally signed by Rakesh Sharma
 Designation: General Manager
 Date: 2024.11.13 17:01:17 IST
 Reason: Approved

true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

**The contents in italics are only for guidance purpose. Details as appropriate are to be fill-in suitably by tenderer.

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved

Application**[On Company's Letter Head (each member in case of Consortium)]****To**

**The General Manager (S&T)
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhriгу Path, Jaipur-302020**

Sub: "Provision of Maintenance free Earthing for S&T equipment's at Stations and Depot"

NIB NO.: - JMRC/O&S/S&T/NIB/2024-25/08

Dear Sir,

1.0 We wish to confirm that our company/firm (delete as appropriate) has formed/intends (delete as appropriate) to form a consortium with _____ (member to insert names of all other members of the consortium) for the purpose associated with the Bid.

2.0 We understand that in the event of any information furnished by us found, even at a later date, to be incorrect or any material information having been suppressed, JMRC may take appropriate action as under: -

- i) Our name may be removed from the list of shortlisted Bidders at any time during the Bid process or after award of the contract.
- ii) Any Bid submitted by us on the basis of short-listing may not be considered.
- iii) If any Bid from us is accepted and a contract awarded to us on the basis of our short listing, the Bid acceptance may be withdrawn and the contract awarded to us cancelled without any financial claim / Arbitration request from our side.

[Member(s) who are not the lead member of the consortium should add the following paragraph]

3.0 The consortium is led by _____ (member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of applying for this Bid.

[Member who is the lead member of the consortium should add the following paragraph]

4.0 In this consortium we act as lead member and for the purposes of applying for the NIB No. JMRC/O&S/S&T/NIB/2024-25/08, represent the consortium.

5.0 In the event of our consortium is awarded the Contract we agree that we will be jointly (with other members of our consortium) and severally liable to Jaipur Metro Rail Corporation (JMRC), its successors and assigns for all obligations, duties and responsibilities arising from or imposed by any contract subsequently entered into between JMRC and our consortium.

Signature valid
Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

6.0 Equity shareholding of constituent members of the consortium is as under –

S/N	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (whether Lead Member/Member)
1			
2			
3			

Yours faithfully,

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

This Consortium Agreement/Memorandum of Agreement is executed at Jaipur on this ____ day of _____, 2024.

BETWEEN / AMONG

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the ‘LEAD MEMBER’ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the (‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

[AND

M/s _____, Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at _____ [acting through its _____ duly authorized by a resolution of the Board of Directors dated _____] (hereinafter referred to as the (‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

Whereas Jaipur Metro Rail Corporation Limited (hereinafter referred to as ‘JMRC’) has invited NIB No.JMRC/O&S/S&T/NIB/2024-25/08 for **“Provision of Maintenance free Earthing for S&T equipment’s at Stations and Depot”** AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms in writing.

Now This Consortium Agreement/Memorandum of Agreement Hereby Witnesses:

1. That in the premises contained herein, the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this JMRC’s bid.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by JMRC for the bid.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with JMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Bid.
4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

Signature valid

Digitally signed by Rakesh Sharma
 Designation: General Manager
 Date: 2024.11.13 12:01:17 IST
 Reason: Approved

Signature of Agency (Authorised Signatory)

- (i) The Lead Member _____ shall have ____per cent (___%) of share holding with reference to the Consortium for this specified project.
 - (ii) The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.
 - (iii) [The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.]
5. That in order to fulfill the requirement of the bid process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
 6. That in case to meet the requirements of bid or any other stipulations of JMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
 7. That it is clarified by and between the members of the Consortium that execution of this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
 8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of JMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
 Authorized Signatory
 (_____)
 For (Name of company)

2. (_____)
 Authorized Signatory
 (_____)
 For (Name of company)

3. (_____)
 Authorized Signatory
 (_____)
 For (Name of company)

- Enclosure: Board resolution of each of the Consortium Members authorizing:
- (i) Execution of the Consortium Agreement, and
 - (ii) Appointing the authorized signatory for such purpose

Signature valid


Digitally signed by Rakesh Sharma
 Designation: General Manager
 Date: 2024.11.13 17:01:17 IST
 Reason: Approved



Signature of Agency (Authorised Signatory)

FORM-I

BIDDER'S PROFILE

1.	Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Details of Contact person (Name, designation, address etc.) Telephone Number, Fax Number, e-mail	
4.	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the Company	
5.	Is the firm registered with sales tax department? If Yes, submit valid sales tax registration certificate.	
6.	Number of offices in Rajasthan and in India	
7.	Authorized Signatory	
8.	GSTIN Number with enclosed certificate	
9.	PAN Details with copy of PAN Card	
10.	<p>Details of court litigations, including (but not limited to) –</p> <p>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.</p> <p>Has any Company/ Institution / PSU/JMRC filed any claim/case against you, if so, furnish full details.</p>	<p>Signature valid</p> <p>Digitally signed by Rakesh Sharma Designation: General Manager Date: 2024.11.13 12:01:17 IST Reason: Approved</p> 

Signature of Agency (Authorised Signatory)

	Has any of your customer or clients filed any case against you in a court? If so, furnish details.	
--	--	--

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



Signature of Agency (Authorised Signatory)

FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we, (Name of the Bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms..... son / daughter of Shri.....and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **“Provision of Maintenance free Earthing for S&T equipment’s at Stations and Depot”** (JMRC/O&S/S&T/NIB/2024-25/08)including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement

and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

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

For.....
(Signature, Name, Designation and Address)

Accepted
(Signature, Name, Designation and Address of Attorney)

Witnesses:
1. -----
2. -----

- Note:
1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
 2. **This should be executed on non-judicial stamped paper of Rs. 100 stamp in accordance with the stamp act.**

Signature valid
Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

FORM-L

BANK DETAILS**Beneficiary Name:****Beneficiary Address:**

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

Bank Details:

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

**Stamp & Signature of Authorize
Bidder.**

**Stamp & Signature of Authorized Signatory of
Signatory of bank.**

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved

Page 50 of 65

Signature of Agency (Authorised Signatory)

FORM-O

CERTIFICATE OF CONFORMITY/ NO DEVIATION (to be filled by the bidder)

To,
The General Manager (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, Jaipur-302020

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking you,

Name of the Bidder:-

Authorised Signatory:

Seal of the Organization:-

Date:

Place:

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

BLACK LIST CERTIFICATE (to be filled by the bidder)

To,
The General Manager (S&T),
3rd Floor, Admin Building,
Jaipur Metro Rail Corporation,
Mansarovar Depot,
Bhrigu Path, Jaipur-302020

CERTIFICATE

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

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

FINANCIAL DATA
[Refer Clause 1.3 (e) of NIB]

Average Annual Turnover during the period 2021-22, 2022-23 and 2023-24
(To be executed on company letter head- self attested)

The average turnover of M/s..... (Name of the firm/company) and address for the last three financial years are given below and certified that the statement is true and correct as per the book of records of the above mentioned firm.

S. No.	Description	Year 2021-2022 (Rs. in Lakh)	Year 2022-2023 (Rs. in Lakh)	Year 2023-2024 (Rs. in Lakh)
1	2	3	4	5
1	Total turnover (Rs. in Lakh)			
2	Average Annual Turnover (Rs. in Lakh)			

[Note: Turnover for the financial year 2023-24 can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document. In any case three consecutive financial year’s turnover will be considered]

Registration No. Of Chartered Accountant/Firm shall be mentioned here.....

Date Signature of the Bidder Signature of the Auditor/seal

Chartered Accountant (Name and address).....

Telephone Number.....

Mobile Number.....

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



Signature of Agency (Authorised Signatory)

CONTRACTUAL EXPERIENCE RECORD

(Refer Clause 1.3 (d) of NIB)

1. Total number of years of experience in successfully completed one project of Maintenance Free Earthing for MRTS/Bus in Railways, Metros/ Government Ministries/ Departments/ PSUs/Private Ltd.
2. Details of contractual experience in completion in the field of Maintenance Free Earthing.

S. No.	Date of Supply, Installation, Testing & commissioning	Date of completion of contract (including time extension)	Order No. & Date	Details of work handled	Work order of Value in INR	Amount of Work Executed
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Notes:

- (a) Details shall be submitted in above Performa only.
- (b) The details of work including the cost of the work and date of completion etc. should be supported by self attested copies of each client's work completion certificates issued by the officer not below the rank of Executive Engineer or equivalent in case of central/state Govt. and PSU's.
- (c) Additional pages may be attached if required.
- (d) All the pages must be signed by the authorized signatory of the Bidder.

Signature valid

Digitally signed by Rakesh Sharma
 Designation: General Manager
 Date: 2024.11.13 12:01:17 IST
 Reason: Approved



Signature of Agency (Authorised Signatory)

INDEMNITY

(To be filled by Bidder)

I on behalf of M/s.....hereby agree and undertake that:

- i) I have understood all the safety rules and procedures and all staff working on behalf of M/s.....will abide by all safety rules and procedures.
- ii) I declare that M/s.....will be responsible for any safety violation/accident etc. and Jaipur Metro Rail Corporation will not be responsible in case of any accident and will not compensate my staff financially or otherwise.
- iii) I declare that M/s shall bear all responsibility and liability regarding all types of claims raised by the staff deputed by me. Further, after completion of contract M/s. shall withdraw all staff from the site without any claim to compensation or employment whatsoever from Jaipur Metro Rail Corporation.

I hereby declare that I am authorized person on behalf of M/s.....for giving such declaration.

.....
Name of Indemnifier

.....
Signature of Indemnifier

Stamp/seal of the Indemnifier / Bidder

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



Signature of Agency (Authorised Signatory)

INDEMNITY

(To be filled by Bidder staff individually)

I,hereby agree and undertake that:

- i) I have understood all the safety rules and procedures and I will abide by all safety rules and procedures.
- ii) I understand that my employer M/s. shall bear all responsibility and liability regarding all types of claims raised by me and I will not claim any compensation or employment whatsoever from Jaipur Metro Rail Corporation.

.....
Name of Indemnifier

.....
Signature of Indemnifier

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



Signature of Agency (Authorised Signatory)

(Refer clause 29.0 of ITB)

Compliance with the Code of Integrity and No Conflict of interest

I, on behalf of M/s. declare that I have understood and submit my compliance to the following provisions of RTPPR, 2013

"Any person participating in a procurement process shall –

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

Conflict of interest:-

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

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

- a) Have controlling partners/ shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have same legal representative for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring Entity regarding the bidding process; or

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same sub Bidder, not otherwise participating as a Bidder, in more than one Bid; or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/ consultant for the contract."

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.....for procurement of in response to their Notice Inviting Bids No..... Dated.....I/we hereby declares under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date: _____ Signature of bidder
Place: _____ Name:
Designation:
Address:

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved



Signature of Agency (Authorised Signatory)

(Refer clause 30.0of ITB)

Grievance/ Redressal during Procurement Process

The designation and address of the **First Appellate Authority is Executive Director (S&T), Jaipur Metro Rail Corporation, Jaipur.**

The designation and address of the **Second Appellate Authority is Director (O&S), Jaipur Metro Rail Corporation, Jaipur.**

Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issues there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (1) The officer to whom an appeal is filed under Para (I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it or within thirty days from the date of the appeal.
- (2) If the office designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para(2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(3) Appeal not to Be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality

(4) Form of Appeal

- (a) An appeal under Para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(5) Fee for filing appeal

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

(6) Procedure for disposal of appeal

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

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

Annexure to FORM-T-VIII

(Refer clause 30.0 of ITB)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of.....Before the..... (First / Second Appellate Authority)

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

Place
Date
Appellant's Signature

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)

VOLUME-2

(General Conditions of Contract (G.C.C.))

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

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 12:01:17 IST
Reason: Approved

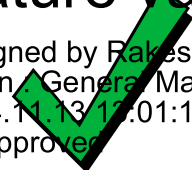


Signature of Agency (Authorised Signatory)

VOLUME-3
(Bill of Quantities)

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved



Signature of Agency (Authorised Signatory)

BILL OF QUANTITIES (BOQ) -FINANCIAL BID FORM

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: General Manager (S&T)

Name of Work: Provision of Maintenance Free Earthing at Stationary and Depot of Jaipur Metro Rail Corporation Ltd.™

Contract/NIB No: JMRC/O&S/S&T/NIB/2024-25/08

Note:

1. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, import, export, custom, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately.
2. Anything that would be required to complete the above scope of work and proper functioning of the existing RPS system of Phase 1B in JMRC, will be borne by the successful bidder.
3. The Criteria of evaluation shall be overall L1 for the this BOQ price as mentioned in total in figure at Column 9 as mentioned in the scope of work of the RFP.
4. The rate (excluding GST which should be shown separately) quoted shall be for JMRC office, Mansarovar Metro Depot, Jaipur-302020; no other charges shall be paid by JMRC.

Name of the Bidder / Bidding Firm / Company :

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant column, also the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and Price only.)

NUMBER #	TEXT #	TEXT #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Item Code	Quantity	Unit	Quantity	BASIC RATE	Applicable GST	GST Amount	TOTAL AMOUNT	TOTAL AMOUNT	
						In Figure To be entered by the Bidder	To be entered by the Bidder	(in Per cent)	Without Taxer in Re. P	With Taxer	TOTAL AMOUNT In Words
1.1	Supply of basic material to construct unit Maintenance Free Earth as per RDSO spec. No. RDSO/SPN/197/2008 as latest and conforming to RDSO Dra. No. SDO/RDSO/ESB/001 as latest. The necessary testing certificate of UL, IEC tube practice & its certificate of the following: a) Copper bands of 42x12x1.5mm thickness of 3.0m length, 17.2mm dia with copper banding thickness of minimum micron and UL listed and marked-1Har. b) Earth Enhancement material supplied in zinc coated Bag of minimum 10 Kg-3Har. c) Copper strip of 200x25x1.5mm to terminate earth rod-1Har.	Item1	10	lot				0.00	0.00	0.00	INR Zero Only
1.2	Installation with inspection chamber and as per SDO/RDSO/ESB/001 standard practice	Item2	1500	meter				0.00	0.00	0.00	INR Zero Only
1.3	Installation with inspection chamber and as per SDO/RDSO/ESB/001 standard practice	Item3	10	lot				0.00	0.00	0.00	INR Zero Only
Total in Figure									0.00	0.00	INR Zero Only
Quoted Rate in Words									INR Zero Only		

The above image is for reference purpose. Actual BOQ is available at <https://eproc.rajasthan.gov.in>

Note:

- a. Rate quoted should be all inclusive for carrying out all activities as detailed in the scope of work and will be deemed to include all incidental charges, remittance, supervision, transport, contractor's profit and establishment/overheads, all risks and other obligations set out or implied in the contract, complete as required excluding GST which is being considered in BOQ separately. The effective rate of GST will be reckoned on the base of material supplied date to JMRC.
- b. Advance Payment will not be made. The payment based on BOQ would be payable after completion of work and invoice generate by contractor.
- c. The Criteria of evaluation shall be suitable L1 for the Total rate quoted in BOQ.
- d. Bidder must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any item, the bid shall be summarily rejected.

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

Signature valid

Digitally signed by Rakesh Sharma
Designation: General Manager
Date: 2024.11.13 17:01:17 IST
Reason: Approved

Signature of Agency (Authorised Signatory)