



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4797861
Dated/दिनांक : 19-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-04-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-04-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Rajasthan
Department Name/विभाग का नाम	Urban Development And Housing Department Rajasthan
Organisation Name/संगठन का नाम	Jaipur Metro Rail Corporation Limited (jmrc)
Office Name/कार्यालय का नाम	Jaipur
Total Quantity/कुल मात्रा	467
Item Category/मद केटेगरी	Split AC , Cassette AC , Cable , Copper refrigerant Pipe , Drain Pipe , Hole making , MS Stand , Sheet cladding , Industrial Socket , MCB , Foam Insulation
BOQ Title/बीओक्यू शीर्षक	SITC of New Air Conditioners installed at various offices in JMRC
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
RCM Applicable/लागू आरसीएम	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Split AC
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1366099
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	27322

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	16

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Jaipur Metro Rail Corporation Limited
JAIPUR
(Rajkamal Vijay)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Split AC**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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NA	NA	Yes	28%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	2	45

Split AC

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NA	NA	Yes	28%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	10	45

Cassette AC

Technical Specifications/तकनीकी विशिष्टियाँ

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NA	NA	Yes	28%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	4	45

Cable

Technical Specifications/तकनीकी विशिष्टियाँ

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhrigu Path, Mansarovar	50	45

Copper Refrigerant Pipe

Technical Specifications/तकनीकी विशिष्टियाँ

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	50	45

Copper Refrigerant Pipe

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	50	45

Drain Pipe

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriгу Path, Mansarovar	30	45

Hole Making

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhrigu Path, Mansarovar	18	45

MS Stand

Technical Specifications/तकनीकी विशिष्टियाँ

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	1	45

Sheet Cladding

Technical Specifications/तकनीकी विशिष्टियाँ

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	50	45

Industrial Socket

Technical Specifications/तकनीकी विशिष्टियाँ

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NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	1	45

MCB

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable/लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकार 1	GST Cess 2 as per RCM	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhrigu Path, Mansarovar	1	45

Foam Insulation

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable/लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकार 1	GST Cess 2 as per RCM	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	18%	1%	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	200	45

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Jaipur Metro Rail Corporation Limited
payable at
Jaipur

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Jaipur Metro Rail Corporation Limited
payable at
Jaipur

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Jaipur Metro Rail Corporation Limited
payable at
Jaipur

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to

ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Jaipur Metro Rail Corporation Limited

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.

Minimum Eligibility Criteria:

- A.** Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.
- B.** Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
- C. Work Experience :-** Experience of having satisfactorily completed **similar works** during last 5 years period ending last day of the month previous to the one in which the bids are invited:
- i. Three similar successfully completed works each costing not less than the amount equal to 40% of estimated cost. Bidder has to submit performance report of completed work.
- Or
- ii. Two similar successfully completed works each costing not less than the amount equal to 50% of estimated cost. Bidder has to submit performance report of completed work.
- Or
- iii. One similar successfully completed work costing not less than the amount equal to 80% of estimated cost. Bidder has to submit performance report of completed work.

Note:

I. Bidder is required to submit the details as per Form:-K along with supporting documents: The Bidder shall attach copy of LOAs / POs/Work Orders along with their individual work completion certificates issued by the authorized signatory preferably on their letter head of the contract/work awarding agency, mentioning Period of the contract, work completion date, name of the work and Amount paid for the contract, BOQ. **For bidders submitting LOA/P.O. of JMRC for work Experience need not to submit Work completion certificates. JMRC will examine the factual details of Work awarded and satisfactory completion of work by firm at time of Bid evaluation.**

II. Definition of similar works:

1. The works completed here shall mean having physically completed that particular work.
 2. The bidder firm should have work experience of successful completion of any work pertaining to Maintenance/Breakdown attend and repair/ Annual Maintenance Contract / Comprehensive Annual Maintenance work of Air Conditioning /Central Air Conditioning/ centralized Cooling work in any Central Govt Department /State Govt. Department /PSUs of Central or any state Govt. / Any Metro Rail Projects in India/ Indian Railways or its PSU's/ Autonomous body of Any Govt.
 3. The completion/performance certificate shall at least be comprised of following information: a. Name of work, b. Name of firm d. Name of agreement/LOA number. d. Date of Actual commencement work e. Date of actual completion of work f. Total value (Amount) of work done, g. Performance during execution of work.
 4. The Bidder shall submit the details of the same as per Form-K.
- D.** Firm shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). Firm shall submit an undertaking to this effect as per Form-N.
- E. Annual Turnover:-** The average annual turnover of applicant during last three audited financial years should not be less than forty percent (40%) of the estimated cost. To substantiate the Annual Turnover, Contractor needs to submit the Chartered Accountant (CA) Certificate
- F. POWER OF ATTORNEY (Form: D):** In case bidder's firm is Partnership/ Company/ Consortium then, a power of attorney to be submitted. The power of attorney is to be signed by the partners or legally authorized signatories of all the partners authorizing the nominated person to be In-charge to sign bid document, incur all liabilities and receive instructions.

At any stage if it is found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.

2.1 Bid Security/EMD

2.1.1 EMD/Bid security (2 % of the Estimated value) shall be paid in the form of Demand Draft /Banker Cheque of a scheduled Commercial bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur and shall form part of the Bid.

2.1.2 The Bid Security / Earnest Money (if applicable/deposited) of unsuccessful bidders shall be returned after final acceptance of successful bid and signing of agreement submitting performance security or the earliest of the following events, namely:-

- a) **The expiry of validity of Bid;**
- b) **The cancellation of the procurement process**

2.1.3 The Bid Security is liable to be paid by a bidder as per terms and conditions of a bid, if any, in the following cases, namely:

- a) When we withdraw or modify our bid after opening of bids;
- b) When we do not execute the agreement, if any, after placement of supply/work order within the Specified period;
- c) When we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- e) If we breach any provision of code of integrity prescribed for bidding specified in the bidding documents.

2.1.4 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited, if any.

2.1.5 No interest shall be payable on the Bid Security (EMD), if any.

2.1.6 The procuring entity shall promptly return the Bid Security, if any of the successful Bidder after the earliest of the following events, namely:

- a) **The expiry of validity of Bid;**
- b) **Issue of LOA for procurement, signing of agreement and performance security is furnished by the successful Bidder;**
- c) **The cancellation of the procurement process; or**
- d) **The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.**

2.2 Performance Security Deposit

2.2.1 Prior to execution of work order, Performance security shall be solicited from successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

2.2.2 The successful bidder shall be required to deposit an amount equal to 5% of the amount of Contract value and required to be submitted within the time period of 15 days.

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

I. Bank Draft or Banker's Cheque of a scheduled bank;

II. Bank guarantee/s or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security. Government of Rajasthan amended the Rajasthan Stamp Act 1998 vide Finance Bill 2015 and inserted Article 13-A which provides that bank guarantee executed by a bank as a surety to secure the due performance of a contract or due discharge of a liability for this stamp duty is payable @0.25 percent of the amount secured subject to maximum of Rupees 25000/-.

III. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of pr

procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

2.2.4 Performance security furnished in the form specified in clause 2.2.3 above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period, if any. In case, the time of completion of work gets enlarged / extended, JMRC has full right to get the validity of performance security extended to cover such enlarges / extended time.

2.2.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

- a) When any terms and condition of the contract is breached.
- b) When the Bidder fails to make complete supply satisfactorily.
- c) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

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

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

2.3 Bidders to Bid for all Items

2.3.1 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.

2.4 Special Terms

2.4.1 Bidders are advised to carry out extensive survey and site visit and analysis at their own cost, before submitting the bid as per JMRC extent procedures and permission.

2.4.2 Accidents - It shall be the entire responsibility of the contractor to adopt all the safety measures in deploying personnel who are adequately trained in safety. If any accident occurs due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

2.4.3 Contractor shall be responsible for insurance and safety of the labor involved in executing the scope of work of this BID.

2.4.4 The contractor shall make sure that no harm or damage is made to JMRC property and assets while executing the scope of work of this BID. The performance security/ payment shall be forfeited or shall be refunded/ made only after making the adjustments for any such damage made by the contractor and his staff.

2.4.5 The work shall be as per the contract and as per the requirements and specifications mentioned herein document.

2.5 Right to Vary Quantity

2.5.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

2.5.2 Orders for extra items may be placed upto 5% of the value of the original contract. The fair market value of such extra items payable by the JMRC to the contractor shall be

e determined by the JMRC in accordance with guidelines prescribed by the administrative department concerned.

2.5.3 Orders for additional quantities may be placed, on the rates and conditions given in the contract and Delivery or completion period may also be proportionately increased . The limits of orders for additional quantities shall be as under:-

(a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

(b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

(i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;

(ii) that the additional quantities so procured shall be part and parcel of the work being executed ;

(iii) that the limit of 50% of the value of original contract shall not be exceeded in any case.]

2.6 Liquidated Damages (LD)

2.6.1 In case of extension in the delivery period with liquidated damages the recovery shall all be made on the basis of following percentages of value of Purchase order with the Bidder has failed to supply/ install/ complete/service (whichever is application):-

(a) delay up to one fourth period of the prescribed delivery period: 2.5%

(b) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%

(c) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5 %

(d) delay exceeding three fourth of the prescribed period: 10%

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

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

2.6.4 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.

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

2.7 Payment Terms and Penalty Terms

2.7.1 No advance payment shall be done.

2.7.2 Payment schedule: - Payments to the Contractor, only after successful completion of work as specified in this bid, and the work is found to be satisfactory and accepted by the inspecting authority. 100% amount of total value of contract will be paid, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.

2.7.3 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.

2.7.4 All remittance charges will be borne by the supplier/ Contractor.

- 2.7.5** If bidder fails to submit performance security, execution of contract within specified time, no payment shall be made for the work, if any done after issuance of LOA/PO.
- 2.7.6** Penalty Terms:
- 2.7.7** If the contractor fails to complete the work within the time mentioned in work order then a penalty shall be imposed as per clause 2.6 (Liquidated Damages). This penalty amount shall be deducted from the bill of contractor.
- 2.7.8** JMRC shall evaluate performance of bidder firm after completion of Warranty period and may decide to deduct/fortify PBG amount, for every loss in JMRC, due to failure on part of bidder firm to provide effective warranty at site.
- 2.7.9** The total penalty amount shall not exceed 10% of Total contract amount.
- 2.7.10** In case of extraordinary circumstances or situations beyond control of the contractor, if the contractor requires an extension of time due to occurrence of any hindrance, he shall apply in writing to the competent authority for the same immediately but not after the stipulated date of completion of supply. Time period may be extended with or without penalty on request in writing to competent authority.
- 2.7.11** Warranty/DLP period: Warranty shall be 12 months from the date of commissioning of work. If any trouble or defect arise in any of the item as mentioned in BOQ at any time during warranty period and bidder is notified thereof, the bidder at his own expense and at no cost of JMRC, make such alterations, repairs and replacements at the site to permit facilitate the functioning of the equipment in accordance with the specifications. Nothing shall be paid extra.
- 2.7.12** JMRC shall evaluate performance of bidder firm after completion of Warranty period and may decide to deduct/fortify PBG amount, for every loss in JMRC, due to failure on part of bidder firm to provide effective warranty at site.

3

SCOPE OF WORK:

3.1 The scope of work Includes Supply, Installation, Testing and Commissioning of New Air conditioners in replacement of existing (old) Air Conditioners installed at various offices in JMRC. Scope of work includes dismantling of old AC units.

Sr No	Item Description	Unit	Quantity
1	Supply , Installation, Testing and Commissioning of Inverter type Air Cooled Hi Wall split type Air conditioners with latest star rating system as per BEE amended upto date complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (closed cell elastomeric nitrile rubber tubular pipe section) upto 3 Mtr (IDU to ODU), copper power cable upto 3.5 Mtr (IDU to ODU), R-32/R-410 Green Refrigerant, wireless Remote control, suitable for working between 230V +/- 10% with low & high voltage cutoff and 50 hz , single phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary compressor. Workable up to 54° C temperature with minimum air flow 50 feet and maximum noise level of 70 dB(A).		
1.1	1.5 TR ISEER not less than 4.6	Each	2
1.2	2.0 TR ISEER not less than 4.6	Each	10
2	Supply , Installation, Testing and Commissioning of Air Cooled Cassette type Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), R-32/R410A Green Refrigerant, wireless Remote, inbuilt drain pump, suitable for 400/230V, +/- 10% 50 Hz , 1 /3 phase AC supply, capable of performing cooling, dehumidification, Air circulation, filtration & ventilation of following capacity with Scroll /rotary/twin rotary compressor with Auto Vane and Workable up to 54° C temperature and maximum noise level of 60 dB(A).		
2.1	Inverter Type		
2.2	2.0 TR ISEER not less than 3.5	Each	4
3	Supplying and drawing flexible / stranded bare copper conductor, PVC / XLPE insulated, overall aluminium mylar tape shielded ATC drain wire and outer PVC sheathed industrial instrumentation (shielded)cables voltage grade 300/500 V as per BS /EN 50288-7 in existing surface or recessed PVC/ MS conduit/casing capping / Cable tray / Open Duct making connections, testing etc. as required. OEM Must have its own in house NABL lab setup for all testing facilities for cables.		
3.1	4 core x 2.5 Sq.mm	Mtr.	50

4	Supply, installation, testing and commissioning of interconnecting copper refrigerant piping of DHE Grade C12200- ASTM B68, B75, chemical composition of copper %- 99.0 Min and Phosphorus %- 0.015 to 0.040 . For Annealed copper tube :- Tensile strength = 210 Mpa with elongation % = 40 Min . Link Mark Brand Printing on Hard Tubes should be present. Fully insulated with tubular elastomeric nitrile rubber FM/UL approved with high water vapor diffusion resistance and low thermal conductivity should be certified 'Class O' in Fire Propagation as per BS 476 Part 6 including chase cutting and filling with mortar, Slotted channel supports mounted on 10 mm threaded rod at suitable spacing the exposed piping shall be wrapped with glass woven cloth and lag coating for vapour barrier and weather protection. Joints shall be covered with nitrile rubber tape of 3 mm thick complete as required of following sizes.		
4.1	12.7 mm O.D., wall thickness \geq 0.8mm (insulation - 13 mm thick)	Mtr.	50
4.2	6.4 mm O.D., wall thickness \geq 0.8mm (insulation - 13 mm thick)	Mtr.	50
5	Providing & Fixing of IS : 4985 - 2000 Class -4 (10 Kg / Sq m) UPVC drain water piping with fittings (IS:7834 & 10Kg/sqcm) like elbow, socket, Tee, solvent cement jointing, support with MS hanger on ceiling or recessed in wall with chasing & plastering with 6 mm thick closed cell elastomeric nitrile rubber insulation including leakage testing etc. as required of following Nominal sizes.		
5.1	25 mm	Mtr.	30
6	Making hole in stone masonry/ RCC wall/ RCC slab with core cutter for accommodating refrigerant pipe/ drain pipe/ MS pipe/ cables etc of following dia		
6.1	100 mm dia per running inch length	per inch	18
7	Supply & fixing MS powder coated stand suitable for 1.0/1.5/2.0 Tr outdoor type of Split AC.	Each	1
8	Providing & Fixing of 26 SWG thick Aluminium sheet cladding on existing refrigerant copper pipe /insulated chiller pipe or any other surface with nut & bolts complete as required. All as per pre-approved by Engineer in charge.	Sq Mtr	50
9	P & F of Industrial plug and socket conforming to IEC 60309-1/2 made out of self extinguishing engineering polymer / polyamide, nickel plated brass sleeve and pins, socket with shutter including making connection etc as reqd.		
9.1	IP -67 Surface/Wall mounted socket		
9.1.1	16 A 3 pin(2P+E)	Each	1

10	Providing & Fixing of 240/415 V AC MCB with positive isolation of 10 kA breaking capacity (B/ C/D tripping characteristic as per type of load and site requirement) 4 KV impulse with stand voltage, ISI marked IS 8828(1996) / conforming to IEC 60898-1 2002, IEC 60947-2, low watt losses, trip free mechanism, energy limiting of class 3 as per IEC, minimum phase termination capacity of 35sq.mm. , conductor line load reversibility , IP 20 contact protection and fitted in existing distribution board/sheets, minimum electrical operation 20,000 upto 20 A rating and 10,000 upto 63 A, 5000 for 80 A & above rating including making connections, testing etc. as required.		
10	Single pole MCB (With B/C curve tripping Characteristics)		
10.1.1	6 A to 32 A rating	Each	1
11	P&F of Foam insulation for indoor outdoor suction discharge gas pipeline between AC Indoor to outdoor Unit for Hitachi make AC	Running Mtr.	200



Form: A 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>Has any of your customer or clients filed any case against you in a court? If so, furnish details.</p>	

Form: B Format of Bank Guarantee for Performance Security

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract **"Supply, Installation , Testing and Commissioning of New Air conditioners in replacement of existing (old) Air Conditioners installed at various offices in JMRC"** Bid No. **JMRC/O&S/EL/2023-24/NIB/0** dated.....
... (here in after called "the contract") to M/s _____ (here in after called "the Contractor").

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

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

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

This Guarantee is valid for a period of _____ days from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.).

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

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

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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____

__ (Month) 2024 being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation :

I.D. No. :

Stamp/Seal of the Bank:

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

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Form C: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

Executive Director (Traction and E&M)

Jaipur Metro Rail Corporation

Room no. 407, 4th floor Admin Building,

Mansarovar Metro Depot, Bhrigu path,

Mansarovar, Jaipur - 302020.

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

JMRC/O&S/EL/2023-24/NIB/0 dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Form D: 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 "Supply, Installation, Testing and Commissioning of New Air conditioners in replacement of existing (old) Air Conditioners installed at various offices in JMRC" (JMRC/O&S/EL/2023-24/NIB/0)** 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 THISDAY OF ¼¼ 2024.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX

2. ABC

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, stamped in accordance with the stamp act.

Form E: Self-Declaration {to be filled by the Bidder}

To,

Executive Director (Traction and E&M)

Jaipur Metro Rail Corporation

Room no. 407, 4th floor Admin Building,

Mansarovar Metro Depot, Bhriagu path,

Mansarovar, Jaipur - 302020.

In response to the NIB Ref. No. **JMRC/O&S/EL/2023-24/NIB/0** dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

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

- i) will comply with the code of integrity as specified in the bidding document.
- j) Agree to all terms and conditions of the General Conditions of Contract (GCC).

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____

Form F: Certificate Of Conformity/No Deviation {to be filled by the Bidder}

To,

Executive Director (Traction and E&M)

Jaipur Metro Rail Corporation

Room no. 407, 4th floor Admin Building,

Mansarovar Metro Depot, Bhrigu path,

Mansarovar, Jaipur - 302020.

-

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall 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 requirements specifications.

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Form- H, Annexure A Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

The designation and address of the First Appellate Authority is **ED (Traction and E&M), JAIPUR.**
The designation and address of the Second Appellate Authority is **Director (O&S), JMRC, JAIPUR.**

1. Filing an appeal

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

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

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

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

4. Appeal not to be in certain cases

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

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

5. Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for filing appeal

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

7. Procedure for disposal of appeal

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

Form: I

Memorandum of Appeal

Appeal No..... of.....

Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

- i. Name of the appellant
- ii. Official address, if any:
- iii. Residential address:

2. Name and address of the respondent(s):

- i.
- ii.
- iii.

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:
..... (Supported by an affidavit).

7. Prayer:.....
.....
Place.....

Date

Appellant's Signature

Form:- N, Black list certificate

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

Date: _____ Signature of bidder

Place: _____ Name

Designation:

Address:

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

Form:- K, WORK EXPERIENCE

S. No.	Period (From-To)	Detail of work handled	Total cost of work in Rs.	Reference No. of work order/LOA	Reference No. of completion certificate	Placed on Page
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note:

1. Bidder must submit the copy of work order/ Letter of acceptance (LOA) and the latest completion certificate for successful execution of work issued by the client as per clause 16 under Section 1 of NIB for all the work mentioned in the Performa.
2. Self-attested copies of work order/Purchase Order/Letter of Acceptance(LOA), BOQ along with completion certificate (indicating the name of work, final amount, quantity of work, completion date etc.) issued by the client preferably on their letter head for completed work should be submitted by the bidder along with the submission of bid.
3. Additional pages may be attached if required.
4. All the pages must be signed by the authorized signatory by the bidder.

Form-: M, CONTRACT AGREEMENT

This Agreement is made on the _____ day of _____ 2024 Between Jaipur Metro Rail Corporation Limited, Admin. Building, Mansarovar Metro Train Depot, Bhrigu Path, Mansarovar, Jaipur, Rajasthan- 302020 hereinafter called "the Employer" of the one part and _____ (Name and Address of Contractor) _____ herein after called "the Contractor" of the other part.

Whereas the Employer is desirous that certain Works should be executed, viz **"Supply, Installation, Testing and Commissioning of New Air conditioners in replacement of existing (old) Air Conditioners installed at various offices in JMRC** of Jaipur Metro Rail corporation Limited hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

Now THIS AGREEMENT WITNESSETH 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, in order of preference:-

- (a) Letter of acceptance
- (b) Special Conditions of Contract
- (c) General Conditions of Contract

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

- (d) Addendums to bid document, if any
- (e) Notice Inviting Bid
- (f) Bill of Quantities
- (g) Specifications
- (h) Forms of Bid with Appendix
- (i) Other conditions agreed to and documented as listed below:
 - (i) Statement of deviations (if applicable)
 - (ii) Any other item as applicable

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

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

5. OBLIGATION OF THE CONTRACTOR

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

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

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor
or

Signature of the authorized official
|

Name of the official

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said _____

—

Name _____

on behalf of the Contractor in the
presence of Witness _____

—

Name _____

Address _____

For and on behalf of the Employer

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

By the said _____

—

Name _____

on behalf of the Employer in the pres
ence of Witness _____

Name _____

Address _____

Note :

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

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---