



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East–West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 1- Instruction to Bidders (ITB)

**JAIPUR METRO RAIL CORPORATION LTD.
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur (Rajasthan) PIN-302005
Country: INDIA**

Section 1 - Instructions to Bidders

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A. General

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| 1. Scope of Bid | <p>1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) “day” means calendar day. |
| 2. Source of Funds | <p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.</p> |
| 3. Fraud and Corruption | <p>3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <ul style="list-style-type: none"> (a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; |

- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
 - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding

process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

- (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Goods and Related Services

5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

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| 6. | Sections of the Bidding Document | 6.1 | <p>The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p>PART I Bidding Procedures</p> <ul style="list-style-type: none"> • Section 1 Instructions to Bidders (ITB) • Section 2 Bid Data Sheet (BDS) • Section 3 Evaluation and Qualification Criteria (EQC) • Section 4 Bidding Forms (BDF) • Section 5 Eligible Countries (ELC) <p>PART II Supply Requirements</p> <ul style="list-style-type: none"> • Section 6 Schedule of Supply (SS) <p>PART III Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section 7 General Conditions of Contract (GCC) • Section 8 Special Conditions of Contract (SCC) • Section 9 Contract Forms (COF) |
| | | 6.2 | The IFB issued by the Purchaser is not part of the Bidding Document. |
| | | 6.3 | The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB. |
| | | 6.4 | The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid. |
| 7. | Clarification of Bidding Document | 7.1 | <p>A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.</p> |
| 8. | Amendment of Bidding Document | 8.1 | At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. |
| | | 8.2 | Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3. |
| | | 8.3 | To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2. |

C. Preparation of Bids

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| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21; (c) alternative Bids, if permissible, in accordance with ITB 13; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin; (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document; (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (i) any other document required in the BDS. |
| 12. Bid Submission Sheet and Price Schedules | <p>12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.</p> |
| 13. Alternative Bids | 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered. |

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
 - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
 - (b) for Goods offered from outside the Purchaser's country:
 - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and

- (iii) the total price for the item.
 - (c) for Related Services whenever such are specified in the Schedule of Supply:
 - (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.
- 14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**

15.1 Bid prices shall be quoted in the following currencies:

 - (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.
 - (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

 - (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
 - (b) if the Bidder is an existing or intended Joint Venture in

accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

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| 17. Documents Establishing the Eligibility of the Goods and Related Services | 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms). |
| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).

18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply). |
| 19. Documents Establishing the Qualifications of the Bidder | 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).

19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. |

**20. Period of
Validity of Bids**

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**21. Bid Security/
Bid-Securing
Declaration**

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 44.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.

- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) if the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 43;
 - (ii) furnish a performance security in accordance with ITB 44; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.
- 21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

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| 23. Sealing and Marking of Bids | <p>23.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <ul style="list-style-type: none"> (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3. (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS. <p>23.2 The inner and outer envelopes shall</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 24.1; (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1. <p>23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.</p> |
| 24. Deadline for Submission of Bids | <p>24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.</p> <p>24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| 25. Late Bids | <p>25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p> |
| 26. Withdrawal, Substitution, and Modification of Bids | <p>26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be</p> |

- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

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| 28. Confidentiality | <p>28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p> |
| 29. Clarification of Bids | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.</p> <p>29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| 30. Deviations, Reservations, and Omissions | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |

- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Nonconformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 34. **Conversion to Single Currency**
 - 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. **Margin of Preference**
 - 35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 36. **Evaluation of Bids**
 - 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
 - 36.2 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
 - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.

- 36.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).
- 37. Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.
- 38. Post-qualification of the Bidder** 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

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| 40. Award Criteria | 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 41. Purchaser's Right to Vary Quantities at Time of Award | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| 42. Notification of Award | <p>42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p> <p>42.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |
| 43. Signing of Contract | 43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement. |
| 44. Performance Security | <p>43.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p> <p>44.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.</p> <p>44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p> |



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East-West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 2- Bid Data Sheet (BDS)

**JAIPUR METRO RAIL CORPORATION LTD.
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur (Rajasthan) PIN-302005
Country: INDIA**

Section 2 - Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: One (NCB)
ITB 1.1	<p>The Purchaser is: Jaipur Metro Rail Corporation Ltd;</p> <p>Address: Khanij Bhawan, Tilak Marg,</p> <p>C-Scheme, Jaipur, Rajasthan (India),</p> <p>Pin-302005</p>
ITB 1.1	<p>The name of the national competitive bidding (NCB) is: Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door Frame Metal Detector and Hand Held Metal Detector With 2 Years of DLP on East-West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.</p> <p>The identification number of the NCB is: NCB No. - JP/EW/1B/tbd-1</p> <p>The number and identification of lots comprising this NCB is: One</p>
ITB 2.1	The Borrower is: India
ITB 2.1	<p>The name of the Project is: Jaipur Metro Rail Project Phase-1B, East-West Corridor, Jaipur, Rajasthan, India.</p> <p>INDIA has received financing from the Asian Development Bank (ADB) toward the cost of Jaipur Metro Rail Line 1-Phase B Project. Part of this financing will be used for payments under the Contract named above. Bidding is open to Bidders from eligible source countries of the ADB.</p>
B. Contents of Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Purchaser's address is:</p> <p>Attention: Mr. S.K. Jindal (Director Project)</p> <p>Street address: Jaipur Metro Rail Corporation Ltd.</p> <p>Floor/Room number: 3rd Floor, RSIC Building, Udyog Bhawan</p> <p>City: Jaipur</p> <p>ZIP code: 302005</p>

	<p>Country: India</p> <p>Telephone: +91-141-2822256</p> <p>Fax number: +91- 141-2822251</p> <p>E-mail: jmrctender1bew@gmail.com</p> <p>Requests for clarification should be received by the Employer no later than:15 days before the date of bid submission.</p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1 (i)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>Tender index: The bidder shall include with its bid an index which cross refers all of the employers requirements elaborated in these documents to all the individual sections within this bid for the technical package. The bid package must be clearly presented, all pages number and aid out in a logical sequence with main and sub headings to facilitate evaluation.</p>
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: the incoterm means international rules for interpreting trade terms published by the International Chamber of Commerce (2011 or latest edition), 38 Cours Albert 1 ^{er} , 75008 Paris ,France.
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP
ITB 14.6 (b) (ii)	<p>In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: CIP</p> <p>In case of foreign contracts: -</p> <p>The stores shall be delivered by the Contractor free on board such vessels in such port or ports named in the quotation, as the Purchaser or his nominee may require.</p> <p>Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the Contractor at his own cost.</p>
ITB 14.7	The prices quoted by the Bidder shall be fixed.
ITB 14.8	Prices quoted for each lot shall correspond at least to _____ % of the items specified for each lot. NA

	Prices quoted for each item of a lot shall correspond at least to _____ % of the quantities specified for this item of a lot. NA
ITB 19.2	<p><i>[Choose one of the following options as appropriate]</i></p> <p>The Bidder shall include with its bid the Manufacturer's Authorization.</p> <p style="text-align: center;"><i>or</i></p> <p>The Bidder is not required to submit a Manufacturer's Authorization.</p> <p style="text-align: center;"><i>or</i></p> <p>The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor or reseller of the goods being procured.</p>
ITB 19.3	The Bidders are required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be 90 days.
ITB 21.1	<p><i>[Choose one of the following options as appropriate]</i></p> <p>Neither a bid security nor a Bid-Securing Declaration is required.</p> <p style="text-align: center;"><i>or</i></p> <p>The Bidder shall furnish a bid security in the amount of INR 1,92,000/-</p> <p style="text-align: center;"><i>or</i></p> <p>The Bidder shall furnish a Bid-Securing Declaration.</p>
ITB 21.2	The ineligibility period will be: Not Applicable
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: One

ITB 22.2	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of</p> <p>“An organizational document, board resolution or its equivalent, or power of attorney specifying the representative’s authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB11.1”</p> <p>The consortium is also allowed to participate in the bidding subjected that each partner of the consortium shall jointly and severally liable.</p>
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 days.
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	Bidders shall not have the option of submitting their bids electronically.
ITB 23.2 (c)	The additional identification marks are: Not required
ITB 24.1	<p>For bid submission purposes only, the Purchaser’s address is :</p> <p>Attention: Mr. S.K. Jindal (Director Project)</p> <p>Street address: Jaipur Metro Rail Corporation Ltd.</p> <p>Floor/Room number: 3rd Floor, RSIC Building, Udyog Bhawan</p> <p>City: Jaipur</p> <p>ZIP code: 302005</p> <p>Country: India</p>
ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: 05.04.2019</p> <p>Time:15:00 hrs.</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street address: Jaipur Metro Rail Corporation Ltd</p> <p>Floor/Room number: 3rd Floor, RSIC Building, Udyog Bhawan</p> <p>City : Jaipur</p> <p>Country: India</p> <p>Date: 05.04.2019</p> <p>Time: Immediately after the deadline for bid submission.</p>

ITB 27.1	The electronic bid opening procedure shall be as follows: Not Applicable for this bid.
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initiated by representatives of the Purchaser attending Bid opening.
E. Evaluation, and Comparison of Bids	
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR (Indian National Rupees).</p> <p>The source of the selling exchange rate shall be: Reserve Bank of India</p> <p>The date for the selling exchange rate shall be: 28 days prior to deadline of submission of bid</p>
ITB 35.1	A margin of preference shall not apply.
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: fixed</p> <p>The maximum percentage by which quantities may be decreased is: fixed</p>



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East-West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 3- Evaluation and Qualification Criteria (EQC)

**JAIPUR METRO RAIL CORPORATION LTD.
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur (Rajasthan) PIN-302005
Country: INDIA**

Section 3 - Evaluation and Qualification Criteria

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1. Evaluation Criteria

1.1 Technical Criteria

[Insert: "The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids."]

1.2 Margin of Preference: Not Applicable

1.3 Economic Criteria

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

Price quoted by bidder shall be inclusive of all handling and transportation charges.

1.3.1.2 Minor Omissions or Missing Items

[Insert: "Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."]

1.3.2 Adjustment for Deviations from the Terms of Payment

NOT APPLICABLE

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

NOT APPLICABLE

1.3.4 Operating and Maintenance (O&M) Costs

Typical O&M cost factors for calculation are as follows: **Not Applicable**

1.3.5 Spare Parts

Where required, the tenderer should quote, apart from main equipment, separately for the mandatory spares, as well as for recommended spares required for three years operation(if any) after DLP or as specified. The rates for spares should be indicated both on FOB and C&F basis in the case of foreign offers and on “Free delivery at consignee”s site”

basis in the case of indigenous offers with complete break up as per offer form. The Purchaser reserves the right to order any or all the spares as quoted in quantity considered reasonable by him at the prices quoted by the tenderer and on the terms and conditions quoted for the main equipment. The responsibility of the tenderer under the Warranty Clause will not be diluted in any way on this account.

1.3.6 Performance and Productivity of the Goods

Any tender offering service life of goods less than 10 years from the date of commissioning shall be summarily rejected in the initial stage itself and such offer will not be evaluated further.

1.4 Multiple Lots (Contracts)

Not Applicable

2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates that must satisfy these criteria.

When Bidder is not a manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section 4, Bidding Forms), the Bidder shall demonstrate that it meets the requirements for

2.1.1 Eligibility

2.1.2 Pending Litigation

2.2.1 Contractual Experience

2.3.1 Historical Financial Performance

2.3.2 Size of Operation (Average Annual Turnover), and

2.3.3 Cash Flow Capacity

Note: The contractual experience of the manufacture submitted by the bidder shall also be considered for evaluation of the qualification of the bidder.

but that the Manufacturer shall separately demonstrate that it meets the requirement for

2.1.1 Eligibility

2.2.2 Technical Experience, and

2.2.3 Production Capacity

Part 2: Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
---	-----------------------	-----------------------	-----------------------	----------------	---

2.1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-clause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
---	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	---

2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall apply.

2.1.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 60 percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	One Partner
Successful completion as supplier within the last 05 years, of at least one contracts each valued of 76.67 lakhs with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply). OR Successful completion as supplier within the last 05 years, of at least Two contracts each valued of 47.92 lakhs with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply). OR Successful completion as supplier within the last 05 years, of at least Three contracts each valued of 38.34 lakhs with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable
				Form EXP - 1

Notes: Similar work that would qualify for being considered for evaluation of above can be any of the following:

1. Supply & installation of X-Ray Baggage Screening System (with or without AMC/CAMC)
2. Supply & installation of X-Ray Baggage & Cargo System (with or without AMC/CAMC)
3. Supply & installation of Online X-Ray Baggage Screening System (with or without AMC/CAMC)
4. Supply & installation of Door Frame Metal Detector (DFMD) (with or without AMC/CAMC)
5. Combined work of supply & installation of Ray Baggage Screening System and Door Metal Frame Detector (DMFM) (with or without AMC/CAMC)
6. Value of work shall be updated to tender submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the Reserve Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable as on the date of bid opening.
7. The contractual experience of the manufacture submitted by the bidder shall also be considered for evaluation of the qualification of the bidder.

2.2.2 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>The Bidder/Dealer/Supplier shall demonstrate that the goods offered have</p> <p>(i) been in production for at least 02 years, and</p> <p>(ii) been sold a minimum of 05 units of similar type and specification over the last five (5) years;</p> <p>(iii) been in operation after 02 years DLP</p>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2

2.2.3 Production Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder or manufacturer shall demonstrate ^a that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 3

- Note -

^a Bidder or Manufacturer shall provide evidence of production output and followings:-

- The tenderer should also submit details in the Annexure-2 to satisfy the employer regarding below mentioned aspects:-
 - Manufacturer should have adequate plant and manufacturing capacity to manufacture and supply the items asked for in the tender within the delivery schedule specified in Schedule of Requirements.
 - Manufacturer should have an established quality control system and organization to ensure adequate control at all stages of the manufacturing processes.
- In addition to the above, further information regarding the capacity / capability of the manufacturer/ supplier or any other information required by the purchaser for ensuring successful delivery/ execution of the work, if required by the Purchaser, shall be promptly furnished by the tenderer.

The tenderer would also offer all facilities to representative of Purchaser if any visit is undertaken by the representative of the purchaser to visit the works/office of the manufacturer/ supplier.

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 05 years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

Note: - Financial data for latest last three audited financial years has to be submitted by the bidder in along with audited balance sheets. The financial data shall be certified by Chartered Accountant with his stamp and signature in original with membership number.

2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of INR. 1.92 Cr. calculated as total payments received by the Bidder for contracts completed or under execution over the last three years.	must meet requirement	must meet requirement	must meet _____ of the requirement	must meet _____ of the requirement	Form FIN - 2

ANNEXURE-2**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL
EMPLOYED BY THE MANUFACTURER**

Tender No. Date of Opening

1. NAME OF THE FIRM
2. LOCATION
 - 2.1 Postal Address.
 - i) Head Office
 - ii) Works/ Factory
 - 2.2 Telephone No. (with ISD/STD code).
 - i) Head Office
 - ii) Works/ Factory
 - 2.3 Telegraphic address & Telex/ Fax
 - i) Head Office
 - ii) Works/ Factory
3. DESCRIPTION OF FACTORY / WORKS
 - i) Total Land area
(in Sq. meters)
 - ii) Total covered area
(in Sq. meters)
 - iii) Different sub-units
(with details of covered/ uncovered area, etc.)
 - iv) Special features, if any:
4. NO. OF PERSONNEL EMPLOYED (CATEGORY-WISE)
 - I) Managerial *
 - II) Supervisory*
 - III) Skilled artisans
 - IV) Unskilled

* The qualification may also be indicated.
5. GENERAL INFORMATION-TECHNICAL
 - 5.1 Description of different departments in the
Factory/ Works and function of each
department, along with an organisational chart.

- 5.2 Detailed description of machinery and Plant in each department (make and year of procurement/ commissioning to be provided. For special type of equipment copy of Pamphlets/write ups to be furnished so as to supplement the description.
- 5.3 Details of raw-materials held in stock (state whether imported/ indigenous).
- 5.4 Production capacity of the quoted items
 - i) Per month
 - ii) Per year
- 5.5 List of other items, which the firm regularly manufactures and corresponding production capacity.
6. DESIGN CAPABILITY for all items i.e. X-Ray, Bullet Proof Morcha, DFMD & HHMD
 - 6.1 Details of Qualified Personnel (indicating qualification and experience)
 - 6.2 Other facilities available.
7. MANUFACTURING PROCESS
 - 7.1 Level of In-house Facilities
 - 7.2 Important items of Work done by Outside Vendors
 - 7.3 Brief details of manufacturing process relevant to the items quoted.
8. QUALITY ASSURANCE
 - 8.1 Is the firm certified for ISO 9000 or equivalent? If so, please give certification details.

(If firm is certified for ISO 9000 or equivalent, no further information on para 8 is required to be filled in).
 - 8.1.1 If no, does the firm contemplate to obtain ISO 9000 certification ? What steps have been taken by the firm in that direction.
 - 8.2 Does the factory have an established Quality Assurance programme? If yes, please enclose a copy of the write-up if not, what plans are there, if any, for setting it up?
 - 8.3 Details of Quality Assurance Organisation. Names of key personnel, their qualifications,

designations and position in overall management structure (explain with organisation chart, if necessary).

8.4 Quality control testing Facilities and Laboratory equipment available.

8.4 Availability of gauges (Please give details)

8.6 Calibration of laboratory / test equipment/ gauges, indicated in para 8.4 and 8.5 above.

- i) How is the calibration done?
- ii) Frequency of calibration.
- iii) System to ensure that calibration of above equipments does not fall overdue.
- iv) Action taken if such calibration has Fallen overdue.

8.7 Source of procurement of raw-materials, important bought-outs, steps taken to ensure their quality.

8.8 Details of inspection/ checks done on material during various stages of the above manufacturing process.

8.9 Have acceptable values for the parameters Inspected during above stage checks have been laid down?

If yes, the action taken if value of the parameters inspected does not meet the desired laid-down value.

8.10 System for documentation of the results of the above stage checks.

9. AFTER-SALES-SERVICE

9.1 Facilities Available at works and Branch Offices.

9.2 Assessment of Quality of service including Response Times.

Signature

Name

Designation

ANNEXURE-5**PROFORMA FOR STATEMENT OF TECHNICAL DEVIATIONS
FROM TENDER CONDITIONS**

S. No.	CLAUSE	DEVIATION	Remarks explaining reasons for deviations and why it may be considered by the employer
A	B	C	D

Note:

1. We hereby confirm that all implicit and explicit deviations, comments and remarks, mentioned elsewhere in our tender, shall be treated as NULL and VOID and stand withdrawn.
- 2.
3. We hereby confirm that but for the deviations noted in this Annexure, our proposal is fully and truly compliant.

.....

Signature and seal of
the Manufacturer/ Tenderer.

NOTE : If there is no deviation, then this Annexure should be returned duly signed with an endorsement indicating “No Deviations”.

ANNEXURE-6**PROFORMA FOR STATEMENT OF DEVIATIONS
FROM COMMERCIAL TERMS**

S. No.	CLAUSE	DEVIATION	Remarks explaining reasons for deviations and why it may be considered by the employer
A	B	C	D

Note:

1. We hereby confirm that all implicit and explicit deviations, comments and remarks, mentioned elsewhere in our tender, shall be treated as NULL and VOID and stand withdrawn.
- 2.
3. We hereby confirm that but for the deviations noted in this Annexure, our proposal is fully and truly compliant.

.....

Signature and seal of
the Manufacturer/ Tenderer.

NOTE : If there is no deviation, then this Annexure should be returned duly signed with an endorsement indicating “No Deviations”.



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East–West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 4 - Bidding Forms (BDF)

**JAIPUR METRO RAIL CORPORATION LTD.
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur (Rajasthan) PIN-302005
Country: INDIA**

Section 4 - Bidding Forms

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Bid Submission Sheet

- Note -

The bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____
 National Competitive Bidding (NCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (e) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1]* percent of the Contract Price for the due performance of the Contract.
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, has nationalities from eligible countries in accordance with ITB 4.2.

- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].¹
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:²

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (m) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

¹ Use one of the two options as appropriate.

² If none has been paid or is to be paid, indicate "None."

Table No. 1

Price Schedule for Goods to be offered from Within the Purchaser's Country

Name of Bidder _____ IFB No.: JP/EW/1B/tbd-1 Page ____ of ____

Item	Description	Country of Origin	Quantity and Unit of Measurement			Unit Price (Without GST)	Total Price (Without GST)
			Choti Chaupar	Badi Chaupar	Total		
1	2	3	4	5	6	7	8 = 6 X 7
1	Supply of X-Ray Baggage Scanner Machine as per the specifications and requirements of bid document,		02 Nos.	02 Nos.	04 Nos.		
3	Supply of Door Frame Metal detector as per the specifications and requirements of bid document		04 Nos.	04 Nos.	08 Nos.		
3	Supply of Bullet proof morcha with HSN/SAC including 03 nos. Gun Stand and 01 no. Portable Round Table of height 3 Feet as per the specifications and requirements of bid document		02 Set	02 Set	04 Sets		
4	Supply of Hand Held Metal Detector as per the specifications and requirements of bid document		04 Nos.	04 Nos.	08 Nos.		
Total Amount							

Notes:

1. The GST shall be paid extra as applicable.
2. All the above items have Defect Liability Period (DLP)/ Warranties of 02 years as per the specifications and requirements of bid document after successful installation and commissioning of the items.
3. Rates include required spare parts (if any), packing, marking and freight charges. The above rates are on FOR destination basis at JMRC Project-1B site (i.e. at Choti & Badi Chaupar Metro Stations) for Jaipur, Rajasthan.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Table No. 2

Price Schedule for Goods to be offered from Outside the Purchaser's Country

Name of Bidder _____ IFB No.: JP/EW/1B/tbd-1 Page _____ of _____

Item	Description	Country of Origin	Quantity and Unit of Measurement			Unit Price (Without GST) CIF or CIP	Total Price (Without GST) CIF or CIP
			Choti Chaupar	Badi Chaupar	Total		
1	2	3	4	5	6	7	8 = 6 X 7
1	Supply of X-Ray Baggage Scanner Machine as per the specifications and requirements of bid document,		02 Nos.	02 Nos.	04 Nos.		
3	Supply of Door Frame Metal detector as per the specifications and requirements of bid document		04 Nos.	04 Nos.	08 Nos.		
3	Supply of Bullet proof morcha with HSN/SAC including 03 nos. Gun Stand and 01 no. Portable Round Table of height 3 Feet as per the specifications and requirements of bid document		02 Set	02 Set	04 Sets		
4	Supply of Hand Held Metal Detector as per the specifications and requirements of bid document		04 Nos.	04 Nos.	08 Nos.		
Total Amount							

Notes:

1. The GST shall be paid extra as applicable.
2. All the above items have Defect Liability Period (DLP)/ Warranties of 02 years as per the specifications and requirements of bid document after successful installation and commissioning of the items.
3. Rates include required spare parts (if any), packing, marking and freight charges. The above rates are on FOR destination basis at JMRC Project-1B site (i.e. at Choti & Badi Chaupar Metro Stations) for Jaipur, Rajasthan.
4. Incoterm in accordance with ITB 14. Currency in accordance with ITB 15.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Table No. 3

Price Schedule for Related Services (Installation, Testing and Commissioning) to be offered from within the Purchaser's Country:

Name of Bidder _____ IFB No.: JP/EW/1B/tbd-1 Page ____ of ____

Item	Description	Country of Origin	Quantity and Unit of Measurement			Unit Price (Without GST)	Total Price (Without GST)
			Choti Chaupar	Badi Chaupar	Total		
1	2	3	4	5	6	7	8 = 6 X 7
1	Installation, Testing and Commissioning of f X-Ray Baggage Scanner Machine as per the specifications and requirements of bid document,		02 Nos.	02 Nos.	04 Nos.		
3	Installation, Testing and Commissioning of Door Frame Metal detector as per the specifications and requirements of bid document		04 Nos.	04 Nos.	08 Nos.		
3	Installation, Testing and Commissioning of Bullet proof morcha with HSN/SAC including 03 nos. Gun Stand and 01 no. Portable Round Table of height 3 Feet as per the specifications and requirements of bid document		02 Set	02 Set	04 Sets		
4	Installation, Testing and Commissioning of Hand Held Metal Detector as per the specifications and requirements of bid document		04 Nos.	04 Nos.	08 Nos.		
Total Amount							

Note:

1. The GST shall be paid extra as applicable.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Table No. 4

Price Schedule for Related Services (CAMC of 03 years after 02 years DLP) to be offered from within the Purchaser's Country:

Name of Bidder _____ IFB No.: JP/EW/1B/tbd-1 Page ____ of ____

Item	Description	Country of Origin	Quantity and Unit of Measurement			Unit Price (Without GST)	Total Price (Without GST)
			Choti Chaupar	Badi Chaupar	Total		
1	2	3	4	5	6	7	8 = 6 X 7
1	CAMC charges for 1 st year for X-Ray Baggage Scanner Machine		02 Nos.	02 Nos.	04 Nos.		
2	CAMC charges for 2 nd year for X-Ray Baggage Scanner		02 Nos.	02 Nos.	04 Nos.		
3	CAMC charges for 3 rd year for X-Ray Baggage Scanner		02 Nos.	02 Nos.	04 Nos.		
4	CAMC charges for 01 st year for Door Frame Metal detector		04 Nos.	04 Nos.	08 Nos.		
5	CAMC charges for 2 nd year for Door Frame Metal detector		04 Nos.	04 Nos.	08 Nos.		
6	CAMC charges for 3 rd year for Door Frame Metal detector		04 Nos.	04 Nos.	08 Nos.		
7	CAMC charges for 01 st year for Hand Held Metal Detector		04 Nos.	04 Nos.	08 Nos.		
8	CAMC charges for 2 nd year for Hand Held Metal Detector		04 Nos.	04 Nos.	08 Nos.		
9	CAMC charges for 3 rd year for Hand Held Metal Detector		04 Nos.	04 Nos.	08 Nos.		
Total Amount							

Notes:

1. The GST shall be paid extra as applicable.
2. The CAMC charges shall be included for the evaluation of the lowest bidder. The work shall be awarded without AMC. However for CAMC, a separate order shall be issued to the contractor at the time of expiry of 02 years DLP. It is mandatory for the bidder to execute a supplementary agreement for CAMC with JMRC as per the terms and conditions of this bid document.
3. CAMC means Comprehensive Annual Maintenance Contract.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Summary of Price Schedule

Table No.	DESCRIPTION	Total brought from above Bills	
		INR	FOREIGN CURRENCY
1	Price Schedule for Goods to Be Offered from Within the Purchaser's Country (Carried from Table No. 1)		
2	Price Schedule for Goods to be offered from Outside the Purchaser's Country (Carried from Table No. 2)		
3	Price Schedule for Related Services (Installation, Testing and Commissioning) to be offered from within the Purchaser's Country (Carried from Table No. 3)		
4	Price Schedule for Related Services (CAMC of 03 years after 02 years DLP) to be offered from within the Purchaser's Country (Carried from Table No. 4)		
TOTAL SUM			

TOTAL SUM IN WORDS, OF INDIAN RUPEES
TOTAL SUM IN WORDS, OF FOREIGN CURRENCY

Tables of Adjustment Data

To be entered by the bidder

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	---	---	---	a: <i>(by purchaser)</i> b: _____ c: _____ d: _____ e: _____
Total					1.00

Table B - F **NOT APPLICABLE**

Name of Currency: _____

Insert name of currency. If the Bidder wishes to quote in more than one foreign currency, but in no case more than three, this table should be repeated for each foreign currency.

To be entered by the bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	---	---	---		a: <i>(by purchaser)</i> b: _____ c: _____ d: _____ e: _____
Total						1.00

- Note -

The base date shall be the date 28 days prior to the deadline for submission of the bid.

Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.7.

Bid Security

Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*¹

Beneficiary: *[insert name and address of the purchaser]*

Date: *[insert date (as day, month, and year)]*

Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words]**[insert amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement, stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.¹

. *Authorized signature(s) and bank's seal (where appropriate)*

-- Note --

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

Bid-Securing Declaration

Date: *[insert date (as day, month, and year)]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

(a) have withdrawn our Bid during the period of bid validity specified in the Bid Submission Sheet; or

(b) do not ~~fail to~~ **NOT APPLICABLE** ~~execute the Contract Agreement, if required, or (ii) fail or refuse to~~ ~~furnish the Performance Security, in accordance with the ITB.~~ hereinafter
“the ITE”

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal *(where appropriate)*

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document

In case of a joint venture, the Bid-Securing Declaration must be in the name of all partners to the joint venture that submits the bid.

¹ Or 758 as applicable.

Manufacturer's Authorization (Only for X-Ray Baggage Scanner and DFMD)

Date: *[insert date (as day, month, and year) of bid submission]*

NCB No.: *[insert number of bidding process]*

To: *[insert complete name of the purchaser]*

WHEREAS

We *[insert complete name of the manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the terms and conditions of the bid document with respect to the goods offered by the above firm.

We, as manufacturer also assure JMRC that we will provide all kind of continuous technical supports and supply of genuine spare parts for successful execution of the entire period of Comprehensive Annual Maintenance Contract.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder s Information Sheet

Bidder s Information	
Bidder s legal name	
In case of a Joint Venture, legal name of each partner	
Bidder s country of constitution	
Bidder s year of constitution	
Bidder s legal address in country of constitution	
Bidder s authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents: <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2 <input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5 	

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim as a Percentage of Net Worth

- Note -

This form shall only be included if Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	<div style="text-align: right;">INR</div>	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser s name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		

- Note -

This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least 2 years.	
(ii) Product (or equipment) has been sold a minimum of 5 units of similar type and specification over the last five (5) years.	
(iii) Product has been in operation for a minimum of 2 years.	

- Note -

This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form EXP - 3: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

- Note -

This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous ____ Years [INR Equivalent]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.
-----------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	INR Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Annexure-9

PAYMENT TERMS

The payment of the items shall be made in the currency in which rates are quoted by the bidder.

Payment for supply and installation.

1. Foreign Suppliers: -

- i) All the payments will be made through an unconfirmed, irrevocable Letter of Credit (LC) payable at site from a bank in India.
- ii) 80% payment of the supply value of stores will be made, on submission of following documents:
 - a. Certificate from the purchaser's of having receipt of Performance Guarantee.
 - b. Invoice in duplicate.
 - c. Shipping documents/Proof of Dispatch (Bill of Lading/Air Way Bill) in the number of copies as specified in the contract.
 - d. Test Certificate as per Annexure-B of Section-6
 - e. Factory Test Certificate Annexure-B of Section-6
 - f. Copy of insurance document (insurance to be arranged by the Purchaser in case of FOB/C&F contract).
 - g. Packing list.
 - h. Certificate of country of origin.
- iii) Balance 20% payment value along with installation charges if any will be made through irrevocable Letter of Credit (L/C) on furnishing of following documents:
 - a. Purchaser's Certificate indicating the successful receipt, installation & acceptance of material.

Payment and recovery should be followed strictly as per terms and conditions of Tender Documents.

2. For indigenous Suppliers: -

- i. 80% payment of the supply value of stores will be made on submission of following documents:
 - (a) Certificate from the purchaser's of having receipt of Performance Guarantee.
 - (b) Invoice in duplicate.
 - (c) Test Certificate as per Annexure-B of Section-6 Factory Test Certificate Annexure-B of Section-6

- (d) Factory Test certificate Annexure-B of Section-6
 - (e) Packing list.
 - (f) Certificate from consignee for receipt of stores as per purchase order.
- ii. Balance 20% payment value along with installation charges will be made on furnishing of following documents:
- a. Purchaser's certificate indicating the successful receipt, installation & acceptance of material.

Payment of CAMC after two year of DLP: -

Payment for CAMC charges will be released on quarterly basis on submission of following certificate.

- (a) At the end of every quarter the contractor shall submit the details of unscheduled work/replace carried out along with list of parts replaced/repared along with corrective measures undertaken to prevent there reoccurrence.
- (b) Service Report of scheduled **Preventive Maintenance** and unscheduled preventive maintenance in duly approved Performa of JMRC-
- (c) Compliance certificate of term and condition of Annexure-C of Under Section 6.

Note : For CAMC, a separate order shall be issued to the contractor at the time of expiry of 02 years DLP. It is mandatory for the bidder to execute a supplementary agreement for CAMC with JMRC as per the terms and conditions of this bid document.

Payment shall be released after deduction Tax Deduction at source under the income tax regulation as applicable and penalty if any.

Head Notes:-

1. *Warranties: With 2 years of DLP for Jaipur Metro Rail project Ph-1B from the date of successful installation and commissioning of items.*
2. *Guarantees: Performance Bank Guarantee- bidder shall furnish performance security in the form of a bank guarantee from a scheduled commercial bank in India acceptable to the Employer for an amount of 10% of the contract value (without CAMC)..The validity period for performance security initially shall be up to 3 months beyond the date of expiry of 02 years DLP of all machine. This PBG shall be released after successful completion of DLP period .and another PBG of 10% value of the 3 years CAMC with validity 3 months beyond the expiry of 3 years CAMC shall be submitted by the bidder before commencement of CAMC which shall be released after completion of 3 years CAMC.*
3. *Consignee: JMRC*
4. *Inspection: By Authorized representative of JMRC.*
5. *Paying Authority: JMRC*
6. *GST Registration No: Firm is requested to mention their GST No. on the bills while submitting their bills for payment.*
7. *Other terms & condition will be as per tender. This concludes the contract.*



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East-West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 5- Eligible Countries (ELC)

**JAIPUR METRO RAIL CORPORATION LTD.
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur (Rajasthan) PIN-302005
Country: INDIA**

Section 5 - Eligible Countries

This section contains the list of eligible countries. The list of eligible countries is as under:-

1	Afghanistan	35	Micronesia, Federated States
2	Armenia	36	Mongolia
3	Australia	37	Myanmar
4	Austria	38	Nauru
5	Azerbaijan	39	Nepal
6	Bangladesh	40	The Netherlands
7	Belgium	41	New Zealand
8	Bhutan	42	Norway
9	Brunei Darussalam	43	Pakistan
10	Cambodia	44	Palau
11	Canada	45	Papua New Guinea
12	China, People's Republic	46	Philippines
13	Cook Islands	47	Portugal
14	Denmark	48	Samoa
15	Fiji, Republic of	49	Singapore
16	Finland	50	Solomon Islands
17	France	51	Spain
18	Georgia	52	Sri Lanka
19	Germany	53	Sweden
20	Hong Kong, China	54	Switzerland
21	India	55	Taipei, China
22	Indonesia	56	Tajikistan
23	Ireland	57	Thailand
24	Italy	58	Timor- Leste
25	Japan	59	Tonga
26	Kazakhstan	60	Turkey
27	Kiribati	61	Turkmenistan
28	Korea, Republic	62	Tuvalu
29	Kyrgyz Republic	63	United Kingdom
30	Lao PDR	64	United States
31	Luxemburg	65	Uzbekistan
32	Malaysia	66	Vanuatu
33	Maldives	67	Vietnam
34	Marshall Islands		



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East–West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 6 – Schedule of Supply

**JAIPUR METRO RAIL CORPORATION LTD.
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur (Rajasthan) PIN-302005
Country: INDIA**

1.X-Ray Baggage Scanner Machine

2.Bullet Proof Morcha

3.Door Frame Metal Detector (DFMD)

4.Hand Held Metal Detector (HHMD)

Section 6 - Schedule of Supply

(X-Ray Baggage Scanner Machine)

Contents

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4. Drawings	6-21

1. List of Goods and Related Services

As mentioned in Price Schedule under Section – 4 (Bidding Form)

2. Delivery and Completion Schedule

The delivery period shall start as of _____

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services

Note: -

1. Successful bidder shall be submitted a program within the seven days after issuing of Letter of Acceptance/Notice to proceed from Employer/Purchaser indicating the schedule of supply of contract items including its required testing as per the Technical Specifications, notification of delivery and as specified in SCC.

2. The work as specified in this bid i.e. Supply, installation, testing, commissioning and handover of goods for JMRC Phase-1B project to be completed within the time with the responsibility for executing the contract and for completeness with its acceptance as mentioned in SCC.

3. Technical Specifications

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards
1	X-Ray Baggage Scanner Machine	As below

QUALITATIVE REQUIREMENT FOR X-RAY BAGGAGE SCANNER MACHINE

INSPECTION SYSTEM (SMALL SIZE)

Sl. No.	Technical Specifications
1.	Tunnel size- Minimum 60cm W (width) x Minimum 40cm H (height) or better.
2.	Conveyor belt height to be in the range of 675mm to 800mm (+/-2%), however OEM's shall specify the Conveyor height in the technical bid.
2A	Conveyor belt speed should be between 0.18 and 0.3 meter per second conveyor movement bidirectional.
3.	All machines should operate on 230 VAC, 50 Hz power supply and should be able to withstand voltage fluctuations in the range of 170V to 260V single phase 3 to 5 Amps.
4.	Conveyor capacity 160kg or more
5.	Through put rate should be 300 bags per hour or more
6.	Sensors >100 diodes L-shaped detector (Folder array type) in case of defective diode arrays scanning should be disabled and error message should be displayed on the screen.
7.	X-Ray voltage – Maximum 160V
8.	X-Ray Source/Generator – it should be capable to operate smoothly for a period of at least six years.
9.	Duty Cycle – 100%
10.	The X-Ray beam divergence should be such that the complete image at maximum size a bag is displayed without corner cuts.
11.	The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5cm from external housing) Relevant certificate from AERB as per latest guidelines shall be submitted. Bidder can submit above relevant certificate from the country of manufacture at the time of bidding. It will be essential to obtain AERB NOC before installation of machines by the supplier.
12.	The operating Temperature normally should be 0 deg C to 50deg C
13.	Storage temperature 0 degree C to 50 degree C
14.	Humidity – 90% non-condensing

15.	Resolution: The machine should be able to display single un-installed tinned copper wire of 42-SWG or 38-AWG. All penetration and resolution condition should be met without pressing any functional key and should be online.
16.	Penetration should be 35mm thickness of steel or more.
17.	Continuous Electronic Zoom facility should be available to magnify the chosen area of an image eight times (8x) or more. Image features shall be keyboard controllable.
18.	Video display 18.5" or better LCD Monitor SVGA High resolution, low radiation flicker free resolution at least 1280 x 1024, 24 bit colour real time processing. A suitable portable mounting arrangement of appropriate height (duly approved by JMRC) for keeping the LCD monitor and the Key board shall be provided by the supplier with each of the X-RAY BAGGAGE SCANNER machine.
19.	The machine should have features of Multi-energy X-ray imaging facility where material of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. With this method to distinguish high density organic materials including explosive. Machine should have variable colour or materials stripping to facilitate the operator to monitor images or organic materials for closer scrutiny. All suspicious items (Explosives, High density, material narcotics) should be displayed in one mode and that should be online.
20.	Radiation Safety. The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5 cm from external housing. Relevant certificate from AERB as per latest guidelines shall be submitted. Bidder can submit above relevant certificate from the country of manufacture at the time of bidding. It will essential to obtain AERB NOC before installation of machines by the supplier. The company manufacturing the equipment's should have latest ISO certificate for (ISO 9001:2008) manufacturing and serving of X-Ray Screening machine.
21.	Film Safety Guaranteed safety or high speed films up to ISO 1600. The machines should be film safe in other words photographic films must not be damaged due to X-Ray examination.
22.	Machine should be properly sealed from all the sides for pest proof. Dust proof cover is to be provided for covering when system is not in use.
23.	Facility for variable contrast must be incorporated to allow enhancement of lighter and darker portion of the image.
24.	The machine should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.
25.	Full diagnostic built in test facility. All modes should have software controlled diagnosis report facility and system should give printout if printer is connected.
26.	All software features of machine should be online and password protected.
27.	Machine should be capable for recalling 25 or more previous images.
28.	It should have the capability of archiving 8000 or more images with proper date & time stamp.
29.	Control desk with security housing and locking provision should be available, the operator personnel identification number can be entered the keyboard along with generation of log.
30.	Facility of image enhancement should be available.
31.	All models should have online recording facility and images can be recorded in CD R/W and USB and should be able to view images so recorded on standalone PC.
32.	Lead impregnated safety screens should be available at either ends of the tunnel. The radiation level should not exceed excepted health standard (0.1m R/Hr at a distance of 5cm from external housing). This should be covered by relevant AERB certificate idle rollers to be provided at either ends of the tunnel to facilitate placing of baggage at both input and output roller. Bidder can submit above relevant certificate from the country of manufacture at the time of bidding. It will be essential to obtain AERB NOC before installation of the machine by the supplier.

	<p>Two stainless steel Tables having idle rollers at the top having width matching to the width of X-RAY BAGGAGE SCANNER machine and length more than 1000mm shall be provided at both ends of the tunnel of X-RAY BAGGAGE SCANNER machine to facilitate placing of baggage at input roller end and taking away of baggage by the commuters at the output end of X-RAY BAGGAGE SCANNER machine.</p> <p>The height at one end (i.e. the end where the luggage shall be dropped by the commuters for checking) of the above table provided at the input end of the X-RAY BAGGAGE SCANNER machine should be in the range of 675mm to 800mm and the other end should be at height matching with the conveyor height at input end of X-RAY BAGGAGE SCANNER machine.</p> <p>Tunnel Guard at each end of tunnel of acrylic sheet of thickness 10mm and min 600mm in length with suitable corner frame of AL/SS.</p>
33.	All software features should be controlled from key board of machine, only keyboard function should be use friendly. To enable/disable the software features system should not be rebooted.
34.	If the machine fails to penetrate a particular item then an alarm video and audio both should be generated to notify the operator.
35.	The Threat Image Projection (TIP) system software to be incorporated in all X-Ray BIS operation as per details given in Annexure-A.
36.	<p>Copy of all software including X-Ray Software with recovery CD must be provided.</p> <p>NOTE: The contractor shall submit details of various softwares installed for operation of X-RAY BAGGAGE SCANNER machine and supply the copy of all software with recovery CD along with license certificate along with corresponding licence Key & respective passwords. Supplier has to provide all passwords set in the machine at different levels which are required for various operations like reinstallation of software, trouble shooting etc. Supplier will not be insisted upon to supply the source code of the software.</p>
37.	<p>1. Training to operating Supervisor/Staff.</p> <p>Supervisors/Staff operating the X-RAY BAGGAGE SCANNER machines for security checking has to be provided free training on the aspect of operational and functional features so that the concerned staff is well conversant with the procedure of security checking of the luggage/material/consignment being checked in X-Ray Baggage Scanner machine. The staff is also to be trained on checking the efficacy of the X-RAY BAGGAGE SCANNER machine by subjecting the X-RAY BAGGAGE SCANNER machine to Combined Test Piece (CTB) test. 8 Nos of operating staff will have to be trained by the supplier for each of the X-RAY BAGGAGE SCANNER machine supplied.</p> <p>2. Training of Maintenance Supervisors/Staff</p> <p>Maintenance Supervisor/Staff of E&M department of JMRC will certify the maintenance being done during DLP & CAMC period. Maintenance supervisor/Staff, therefore, need to be provided training on the operational and maintenance aspects of X-RAY BAGGAGE SCANNER machines, so that the concerned supervisor/staff is well conversant with the above aspects. The staff is also to be trained on checking the efficacy of the X-RAY BAGGAGE SCANNER machine by subjecting the X-RAY BAGGAGE SCANNER machine to combined Test Piece (CTP) test and also on the aspect of checking the radiation level measurement 10 Nos. of Maintenance Supervisor/Staff will have to be trained by the supplier for each lot of 10 Nos. X-RAY BAGGAGE SCANNER machines or part thereof. The cost of above two training shall be included in the cost of supply of the machines and nothing shall be paid extra for above training.</p>
38.	Operating & service manual shall be provided with each machine.
SI	Technical Specifications
39.	<p>Other Features:</p> <ul style="list-style-type: none"> a) Edge & variable edge enhancement. b) Inverse Video

	c) First initial warmup d) Pseudo colour e) Date & Time display
40.	<p style="text-align: center;">Minimum Computer Configuration:-</p> <ol style="list-style-type: none"> 1) CPU should be core i5 2) Hard Disk Drive : 1 TB or more, Ram 16GB 3) Mouse : Optical 4) Ports: 6 USB Ports (with least 2 in front) 1 serial port, 1 Parallel port , 1PS/2 Keyboard and PS2 Mouse, Audio port for microphone and headphone in front. 5) CD-R/RW Drive DVD Writer. 6) Network facility: 10/100/1000 on board integrated Network Port with remote Booting facility remote system installation, remote wake up out of band Management using any standard management software. <p>Note: 1. Hardware and operating system of the computer of the X-RAY BAGGAGE SCANNER machine will be to the OEM's specifications, which should be designed for optimal performance of X-RAY BAGGAGE SCANNER machines to the specifications of the tender up to the service life of the machine.</p> <p>Note: 2. The supplier should give commitment for hardware and software support up to the service life of the machine.</p>
41.	UPS is not required to be supplied along with X-RAY BAGGAGE SCANNER , as JMRC shall provide uninterrupted power supply.
42.	<p>The X-RAY BAGGAGE SCANNER machine supplied shall have minimum service life of 10 years from the date of commissioning.</p> <p>Defect liability period for each machine shall be of two years from the date of commissioning of that particular machine at site/station. Period of CAMC of 3 years for each machine shall commence from the end date of DLP of that particular machine. (Thus, if different machines are commissioned on different dates, CAMC for respective machine shall start & end on different dates).</p> <p>Scope of work during DLP is mentioned as Annexure-B.</p>
43.	<p>The X-RAY BAGGAGE SCANNER machine supplied shall have minimum service life of 10 years from date of commissioning. Tenderer shall quote the rates for Comprehensive Annual Maintenance Contract for each of the year for a period of 3 years after end of DLP of 2 year. During Financial Evaluation, the total cost offered by the Tenderer shall be calculated by summing up the total cost of supply & installation of X-RAY BAGGAGE SCANNER machine and the cost for Comprehensive Annual maintenance contract for a period of 3 years after end of DLP of 2 years</p> <p>Note: 1. Tenderer to quote the prices for supply of X-RAY BAGGAGE SCANNER machines, installation of X-RAY BAGGAGE SCANNER machines, and CAMC for 3 years after 2 year DLP in light of above.</p> <p>Note: 2. Detail scope of work during CAMC and DLP is described in Annexure-B.</p>
44.	<p>Scheduled maintenance of X-RAY BAGGAGE SCANNER machine shall be carried out, generally during the period from 23:00 hrs of the preceding day of 06:00 hrs. of the successive day. However, in cases, where certain X-RAY BAGGAGE SCANNER machines are not functional during nonpeak hours, then JMRC at its sole discretion may permit the contractor to undertake preventive AMC or CAMC during the period from 06:00</p>

	hrs to 23:00 hrs of the same day. The contractor cannot claim as a right to undertake AMC or CAMC during the period from 06:00 hrs to 23:00 hrs of the same day. Unscheduled breakdown maintenance will be permitted during the period from 06:00hrs to 23:00 hrs of the same day in order to reduce down time of X-RAY BAGGAGE SCANNER machine.
45.	<p>The rectification time for all type of defects except the defect involving replacement of X-ray generator shall not exceed 6 hours from the time of registration of complaint. In case of defect involving replacement of X-ray generator, replacement of defective X-Ray generator shall be done within 12 hours from the time of registration of the complaint. During DLP, if delay more than the above specified stipulated hours (i.e. 6 hours or 12 hours as per the case concerned) takes place in rectification of X-RAY BAGGAGE SCANNER machine, then penalty @Rs. 500/- for every additional 2 hours shall levied on the contractor/supplier and the same shall be deducted from the forthcoming bill.</p> <p>The above, rate of penalty for subsequent year after DLP (3 years CAMC Period) shall be Rs. 600/- Rs. 650 and Rs. 700/-</p> <p>Note-1. The contractor/supplier shall set up good service network in Jaipur with facility to log the complaints through e-mail or phone.</p> <p>Note-2. Methodology for dealing with scheduled/Unscheduled visits/repairs is described in Annexure-B.</p>
46.	Tenderer shall furnish performance Security in the form of a Bank Guarantee from a scheduled commercial bank in India acceptable to the Employer for an amount of 10% of the contract value without CAMC value. The Validity period for performance security initially shall be up to 3 months beyond the date of expiry of DLP of all machines and after that this PBG shall be replaced by another PBG of 10% value of the CAMC value with validity 3 months beyond the expiry of 3 year CAMC after two year DLP.
47.	X-RAY BAGGAGE SCANNER Machine supplied to JMRC in lot should not be more than 6 month old from key dates of supply as per tender.
48.	One Standard Combine Test Piece (CTP) with six tests as per MHA guidelines shall be supplied with each machine.
49.	<p>Inspection Clause: Inspection shall be done by JMRC or 3rd party nominated by JMRC to test the conformity of the X-RAY BAGGAGE SCANNER machine to the specification of the tender. Details of inspection/test carried out are stipulated in Annexure-C.</p> <p>Note: 1: Cost of inspection by JMRC or 3rd party nominated by JMRC (including the expenses of travel & stay) for undertaking inspection shall be borne by JMRC</p> <p>Note: 2: In case the machine fail in inspection, then cost of inspection by JMRC or 3rd party nominated by JMRC (including the expenses of travel & stay for undertaking inspection) shall be borne by the contractor/supplier.</p> <p>Note: 3: However, expenditure incurred for conducting the test during inspection shall be borne by the contractor/supplier.</p>
50.	<p>Minimum Service Life:</p> <p>The X-RAY BAGGAGE SCANNER machine supplied shall have minimum service life of 10 years from the date of commissioning.</p> <p>Note: Any tender offering service life less than the above stipulated service life of 10 years from the date of commissioning shall be summarily rejected in the initial stage itself and such offer will not be evaluated further.</p>
51.	Schedule of Payment to the contractor have been described in Annexure-9 under section 4.

Annexure-A

<i>Threat Image Projection System</i>	
01.	Tip software facility shall be incorporated in the offered X-ray machine to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on the monitor screen while a bag being screened. To acknowledge that the operator has seen the false object, operator must press the control panel key that will cause the computer generated threat object to disappear from X-rayed bag image on the VDU screen. Each operator's action shall be recorded in the hard disk of the computer for the auditing purpose by the supervisor or other authorized person.
<i>DESIGN OF SYSTEM</i>	
02.	Tip software should be compatible with other X-ray technologies such as automatic reject unit. Dual X-Ray screen technologies automatic threat recognition system etc. All X-ray image functions must be available at the same time along with the TIP.
<i>IMAGE LIBRARY</i>	
03.	The image library should have an image library containing at least 100 explosives devices. 100 knives and 100 firearms in various sizes, shapes locations and orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer.
<i>Technical Specifications</i>	
04	The image library containing images of threats at different orientations both plan and end on orientation should be used. Although these will be assigned different file names and references it must be possible to cross-reference these as the same threat. All threat image Projection images must be realistic representatives and non-distinguishable from real threat items.
<i>TIME INTERVAL</i>	
05.	Programming facility shall be available to project threat images in different intervals. The time period for threat image as well as image mix in percentage shall be user programmable e.g. software shall select 40% images of explosives devices,, 35% of fire arms & 25% knives or random etc.
06.	Once the screener has responded to identify the computer generated threat image, it should remain on the screen for a predefined user programmatic feedback message shall be visible to the screener.
<i>SYSTEM ADMINISTRATION</i>	
07.	The threat image projection facility shall have details of user data-base such as Department name screener name Organization User ID Number level of access such screener administrators Maintenance & Password etc.
08.	Access to start up menu should be restricted only to the authorized individuals. A log-in procedure by means of Password of "Security Key" could achieve restricted access to each of the comment. The log-in procedure should not take longer than 20 seconds. The system should have facility to bypass the TIP facility if programmed so by the system administrator. It is to be

	ensured that the TIP software shall not be hindrance to normal functioning of X-ray machines.
09.	When the operator logs-in or logs-out message should be displayed on X-ray BIS VDU Screen to confirm that he/she has been correctly logged-in or logged-out.
FEED BACK REPORT	
10.	The threat image Projection should be capable giving feedback. HIT, MISS or FALSE ALARM message. No message will be presented if a screener correctly passed as clear bag.
11.	A "HIT" message to be presented when a screener has correctly identified a Threat image Projection Image A "MISS" message shall be presented when screener fails to identify the TIP image. A "FALSE Alarm" message shall be given when screener incorrectly indicate TIP image when in fact no threat image projection is present. The feedback should clearly indicate in a screen that a tip object has been correctly identified tip object has been missed that a TIP object has been missed/no TIP object was present information should be recorded in the data base.
12.	Different colour coding shall be used for feedback to the Screener. It is recommended that colour code "Red for MISS" "Green for "HIT" and Yellow to "FALSE Alarm or interrupt be used.
13.	The system shall automatically prepare the daily log of events for each shift and for each Screener performance. TIP log shall include particulars of Name of Screener Time & date threat image whether threat image was successful identified or missed etc.
14.	The report on Threat Image Projection System may have date and time (From to) as per requirement. Screener particulars and decision/outcome i.e. MISS HIT or False Alarm in percentage as well in absolute numbers, numbers of baggage screened categories such as explosive devices, knife of weapon etc.
15.	As a standard practice daily/weekly/monthly reports shall be retrieved. Report shall be for any given times and period as per command.
16.	All data should be stored on the system for a minimum of two months after its has been down loaded. No individual regardless of access right to the Threat Image Projection components would delete or amend any of threat image Projection data of time i.e. Threat image Projection data on the actual X-Ray machine will be read only file.

Annexure-B

Inspection/Test on X-Ray Baggage Scanner Machine		
1.	Tunnel size- Minimum 60 cm width x minimum 40 cm height or better	To be physically checked by the authorized representative of purchaser through measuring instrument.
2.	Conveyor belt speed should be between 18 cm to 30 cm per second. Conveyor movement should be bidirectional	To be physically checked by the authorized representative of purchaser through measuring instrument.
3.	All machines operate on 230 volts AC, 50 Hz power supply and should be able to withstand voltage fluctuations in the range of 170 volts to 260 volts, single phase 3 to 5 Amps.	Plug the machine through electrical component and check the operation of the machine within the specified range of power supply.
4.	Conveyor capacity – 160 Kg or more	To be physically checked
5.	Through output should be 200 bags per hour or more	To be physically checked
6.	Sensor > 1000 diodes, L-shaped detector (folder array type), in case of defective diode arrays, scanning should be disabled and error message should be displayed on the screen	To be physically checked
7.	X-Ray Voltage – Maximum 160 KV	Plug the machine through electrical component and verify the X-Ray voltage on the screen of VDU.
8.	X-Ray source/generator – it should be capable to operate smoothly for a period of at least 6 years.	OEM certificate to be obtained from the vendor.
9.	Duty Cycle – 100%	OEM certificate to be obtained from the vendor.
10.	X-ray beam divergence should be such that the complete image at maximum size of bag is displayed without corner cuts.	Place the baggage in the tunnel of machine and see the image of VDU.
11.	The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5 cm from external housing). Relevant certificate from AERB.	AERB certificate should be obtained from the vendor.
12.	The operating temperature normally should be 0°C to 50°C.	NABL certificate to be obtained from the vendor.
13.	Storage temperature - 0°C to 50°C.	NABL certificate to be obtained from the vendor.
14.	Humidity – 90% non condensing.	NABL certificate to be obtained from the vendor.
15.	Resolution – the machine should be able to display single un-insulated tinned	Authorized representative of purchaser shall ask the vendor to select any enhancement

	copper wire of 42 – SWG or 38-AWG. All penetration and resolution condition should meet without pressing any functional key and should be online.	mode before the CTP scan to meet the resolution and penetration. Authorized representative of purchaser ensure that No functional key shall be pressed during and after the scan for resolution and penetration test. Online – Various enhancement functions of the XBIS should be functional without stopping the conveyor belt and images on the screen. Switching/toggle between the enhancement functions should be simultaneous during the scanning.
16.	Penetration should be 35mm thickness of steel or more.	Scan the CTP in operational condition of machine in selected enhancement mode and see the image of 35mm thickness of steel on VDU. Authorized representative of purchaser shall verify the clear visibility of lead strip beneath the 35mm thick portion of the stepped block of 35mm steel.
17.	Continuous electronic zoom facility should be available to magnify the chosen area of and image eight times (8X) or more. Image features shall be keyboard controllable.	Scan the baggage and zoom in the chosen area of the image eight times or more through zoom key from the keyboard.
18.	Video Display – 19" screen size or better LCD/LED SVGA high resolution, low radiation, flicker free, resolution at least 1280 x 1024, 24 bit color real time display.	To be checked through the technical literature.
19.	The machine should have features of Multi-energy facility where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials including explosives. Machine should have variable colour of materials stripping to facilitate the operator to monitor images of organic material for closer scrutiny. All suspicious items (Explosives, high density, material narcotics) should be displayed in one mode and that should be on line.	Scan the CTP and checked the multi energy X-ray imaging facility through the multi energy test (i.e. sugar and salt) to distinguish inorganic and organic materials with the colors on the VDU.
20.	Radiation Safety – the machine must comply with requirements of health and safety regulations with regard to mechanical electrical and radiation hazards. Before installation of the machine, the supplier/manufacture should furnish relevant certificate from AERB of India regarding radiation safety. The Company manufacturing the equipment's should have ISO certification for manufacturing and servicing of X-ray screening machines.	AERB Certificate to be obtained from the vendors.

21.	Film-safety guaranteed safety for high – speed films up to ISO1600. THE MACHINES SHOULD BE FILM SAFE. In other words photographic films must not be damaged due to X-ray examination.	AERB Certificate to be obtained from the vendors.
22.	Machine should be properly sealed from all the sides for pest proof. Dust proof cover is to be provided for covering when system is not in use.	To be physically checked.
23.	Facility for variable contrast must be incorporated to allow enhancement of lighter and darker portion of the image.	Scan the baggage through X-ray and verify the facility.
24.	The machine should be so designed that software enhancement can be easily implanted to take care of new techniques in image processing and pattern reorganization.	OEM certificate to be obtained.
25.	Full diagnostic built in test facility. All models should have software controlled diagnosis report facility and system should give printout if printer is connected.	To be physically checked
26.	All software features of machine should be online and password protected.	To be physically checked
27.	Machine should be capable for recalling 25 or more images.	To be physically checked
28.	It should have the capability of archiving 3000 or more images with time and date stamp.	To be physically checked
29.	Control desk with security housing and locking provision should be available. The operator personal identification number can be entered the keyboard along with generation of log.	To be physically checked
30.	Facility of image enhancement should be available.	Scan the baggage through X-ray machine and operate the image enhancement key available on the keyboard.
31.	All models should have online recording facility and images can be recorded in CD/RW or/and USB and should be able to view images so recorded on standalone PC.	To be physically checked by the Authorized representative of purchaser .
32.	Lead impregnated safety screens should be available at either ends of the tunnel. This should be covered by relevant AERB certificate. IDLE rollers to be provided at either ends of the tunnel to facilitate placing of baggage at input and output.	AERB certificate to be obtained from vendors.

33.	All software features should be controlled from key board of machine only. Keyboard function should be user friendly. To enable/disable the software feature system should not be rebooted.	To be physically checked by the Authorized representative of purchaser
34.	If the machine fails to penetrate a particular item than an alarm video and audio both should be generated to notify the operator.	To be physically checked by the Authorized representative of purchaser
35.	The Threat Image Projection (TIP) system software with recovery CD must be provided.	To be physically checked by the Authorized representative of purchaser as per Annexure-A
36.	Copy of all software including X-ray software with recovery CD must be provided.	To be physically checked by the Authorized representative of purchaser
37.	Operational Training – Operation staff has to be provided free training	Undertaking by the vendor
38.	Operating and service manual shall be provided with each machine	To be physically checked.
39.	Other Features:- a) Edge & Variable edge enhancement. b) Inverse Video c) Set up time not more than 10 minutes d) Pseudo color e) Date and Time display	The features mentioned at 39 (a), (b), (d) & (e) to be physically checked by the Authorized representative of purchaser after scanning the baggage through X-ray machine The features 39 (c) to be physically checked by the Authorized representative of purchaser . Time should be noted from plugging the machine through electrical component to bring the machine in operation condition.
40.	Minimum Computer Configuration- 1. CPU – Should be able to deliver the output to meet the specifications mentioned as above. 2. HDD – 500 GB 7200 rpm SATA or better. 3. Mouse – Optical 4. Ports – 6 USB Ports (with 2 in front), 1 serial port, 1 parallel port. 5. CD-R/RW Drive –DVD Writer. 6. Network Facility – 10/100/1000 on board integrated network port with remote booting facility, remote system installation, and remote wake up, out of band management using any standard management software.	To be verify with the literature provided by the vendor.

Annexure-C**X-Ray Baggage Scanner Machine**

Scope of work for minimum preventive maintenance during Defect Liability Period (DLP) of 02 years & Comprehensive Annual Maintenance Contract (CAMC) for a period of 3 years after DLP & Methodology to be adopted for dealing with scheduled/Unscheduled visits/repairs during DLP and CAMC period.

1. Manufacturer/supplier/contractor will have to develop the strong service network and should have well qualified trained maintenance team for X BIS machine in Jaipur.
2. The maintenance team should be well equipped with requisite tools and testing instruments to trouble shoot the defective machine and check the functionality & performance of the machine.
3. The location of service center & store would be well notified by the contractor to JMRC and authorized representative of JMRC will have full authority to inspect service center and the store for inspection of availability of required spares, consumables, tools and testing instruments. The testing instruments like radiation meter and other measuring instruments should be calibrated.
4. Manufacturer/supplier/contractor will have to maintain sufficient stock of all type of spares and consumables in stock in store required to maintain all the X-RAY BAGGAGE SCANNER machines supplied to JMRC. The spares and consumables consumed should regularly be recouped to ensure the availability of all the spares and consumables. Manufacturer or channel partner shall submit the details of all spares and consumables available in the stock on quarterly basis.
5. **Preventive Maintenance:-** In order to minimize the downtime during Defect Liability Period & Comprehensive Annual Maintenance Contract and to ensure proper functioning & performance of the X BIS machines, Manufacturer or channel partner shall carry out **preventive maintenance** at least once every quarter and follow the preventive maintenance schedule as mentioned below.

5.1 Minimum Scope of work for preventive Maintenance to be carried out at least once every quarter.

- 5.1.1 **PHYSICAL** – Check the machine for physical damage and unusual wear Check that all panels are properly screwed and secured. Also check the radiation worthiness of the lead flaps and make the machine healthy and replace the defective part and defective consumables (including conveyor belt, lead flaps, acrylic tunnel etc.), if required.
- 5.1.2 **CLEAN** – Open all service panels and remove accumulated dust with vacuum cleaner and foreign objects. Clean all cards, computer from inside and outside, clean the exterior of all panels.
- 5.1.3 **CONVEYOR** – Check conveyor belt for center alignment and tensions, adjust as necessary. Check conveyor drive motor for oil leaks, noise and excessive wear. Check conveyor belt for signs of wear and damage. Check all rollers for wear, noise and accumulation of dirt

& clean. In case any abnormality is observed, rectify the fault and replace, spare parts and consumables if required.

- 5.1.4 X-RAY GENERATOR – Check for signs of oil leakage, Check that Generator is properly clamped. Check and record operating KV and mA. Check collimator and adjust as necessary. Check and correct Diode array response either through mechanical adjustment of X-Ray Generator or electronically. In case any abnormality is observed, rectify the fault and replace the defective parts.
- 5.1.5 SENSOR – Check sensors and reflectors for accumulation of dust, foreign matter and alignments, adjust and clean as required. In case any abnormality is observed, rectify the fault and replace the defective parts.
- 5.1.6 DIODE ARRAY – Check clamping and clean as appropriate. Check for any light leakage. In case any abnormality is observed, rectify the fault and replace the defective parts.
- 5.1.7 CONNECTIONS – Check and ensure that all P.C.B.'s/PLC's connectors and cables are fully mated. Remove all dust check for their proper functionality.
- 5.1.8 ELECTRONICS CHECK – Carry out full electronics checks in accordance with the manufacturer's recommendations. In case any defect is observed, rectify the fault and repair/replace the defective part.
- 5.1.9 LCD MONITOR, CONSULE/KEYBOARD – Check and clean, replace lamps, lenses and covers as appropriate. In case any defect is observed, rectify the fault and repair/replace the defective part.
- 5.1.10 HARDWARE, SOFTWARE & OPERATING SYSTEM OF THE COMPUTER - Check and clean the hardware, update the software and operating system if required.
- 5.1.11 ACRYLIC TUNNEL – Check the physical damage Acrylic Tunnel. In case any defect is observed same will be replaced.
- 5.1.12 RADIATION LEVEL TEST – Check radiation levels as per procedure. Ensure that Radiation leak is below prescribed limits. If the Radiation found above permissible limit all necessary and corrective action shall be taken by the contractor.
- 5.1.13 CTP Test – After completion of preventive maintenance the machine shall be checked/test by CTP to ensure proper function & performance of the X BIS machines.
- 5.1.14 Check/worthiness of the machine for entry of dust & rodent. Take appropriate measures as per requirement.

- 5.2 The supplier/contractor/Manufacturer shall undertake all software & hardware support & its up gradation to maintain stipulated life of 10 year from Date of commissioning of each lot of machine supplied. Nothing shall be paid extra.
- 5.3 During the entire service period of X BIS machine of any part/equipment which become obsolete then the supplier/manufacturer/contractor shall make good the deficiency due to obsolescence with alternate part/equipment without compromise with the availability & performance of the machine.
- 5.4 However, supplier/contractor/manufacturer, if required may add any work content/test check in addition to the above specified minimum scope of work to be done at least once every quarter. The periodicity of the preventive schedule may also be increase if required in a year.
- 5.5 The contractor shall submit a detail schedule (date and time) at least one month in advance for carrying out the preventive schedule for each of the machine installed at various station, so that authorized representative of JMRC is available well in advance on the schedule machine on pre fix date & time to witness the quarterly work done in preventive maintenance & certify the same on corresponding maintenance certificate jointly by contractor & JMRC's representative immediately after carrying out the site work.
- 5.6 Scheduled preventive maintenance of X-RAY BAGGAGE SCANNER machine shall be carried out, generally during the period from 23:00 hrs of the preceding day to 06:00 hrs of the successive day. However, in cases, where certain X-RAY BAGGAGE SCANNER machines are not functional during non-peak hours, then JMRC at its sole discretion may permit the contractor to undertake preventive maintenance during the period from 06:00 hrs to 23:00 hrs of the same day. The contractor cannot claim as a right to undertake AMC or CAMC during the period from 06:00 hrs to 23:00 hrs of the same day.
- 5.7 The cost of Scheduled **Preventive Maintenance and replacement** spare parts, materials for servicing, T&Ps, Testing instruments, consumables (including conveyor belt, lead flaps, acrylic tunnel etc), etc. during 2 years of DLP shall be included in cost of supply and installation of the D BIS machine as per BOQ. The contractor has to maintain minimum ready stock of spares parts and consumable as per requirement of site.
- 5.8 After supply of first lot of X BIS machine the contractor shall submit within a period of one month the detail schedule of Preventive Maintenance (which should at list cover the minimum stipulated scope of work & various other terms & contract specified in with detail program for Preventive schedule to be come out.
- After approval of JMRC, the same shall be followed & approved Performa for preventive maintenance schedule shall be witness & certified by authorized representative of JMRC and signed by both JMRC and contractor.
- 5.9 Any spare part replaced during carrying out Preventive Maintenance clearly recorded in the service report.

6. **Unscheduled breakdown maintenance:** - The contractor shall carry out breakdown maintenance as and when required as per stipulated time.

6.1 **Complaint reporting Centers:** Complaints regarding malfunctioning of the machines could be registered by the Customer either on phone by Email at nearest service center of the Contractor in Jaipur. Contractor shall issue a complaint number for this purpose. Complaint's can be made at any time during revenue hours of operation of Jaipur Metro Typical revenue hours are from 06:00 AM to 11:30pm every day.

6.2 **Rectification time of Unscheduled breakdown:-** The rectification time for all type of defects except the defect involving replacement of X-Ray generator shall not exceed 12 hours from the time of registration of complaint.

6.3 **Penalty –** During first year of DLP, if delay more than the above specified stipulated hours (i.e. 12 hours of 24 hours as per the case concerned) takes place in rectification of D-BIS machine, then penalty @ Rs. 500/- for every additional 4 hours shall levied on the contractor/supplier and the same shall be deducted from the forthcoming bill.

The above rate of penalty for subsequent years after first year of DLP shall be Rs. 550/-, Rs. 600/-, Rs. 650/- Rs. 700/-, Rs. 750/-, Rs. 800/-, Rs. 850/-, Rs. 900/- and Rs. 950/- for second year of DLP and 1st, 2nd, 3rd, 4th, 5th, 6th, 7th and 8th year after DLP respectively (if CAMC is in scope of contractor after successfully completion of DLP period).

6.4 The deputed engineer of the contractor will report to the customer or customer's representative at the site and will inspect the system against suspected faults (if any). The necessary faulty parts will be identified and replaced from contractor's stock of spares.

On rectification, the system will be checked for normal operation both by the Contractor's service engineer and the customer or customer's representative and update shall be made telephonically against the complained number.

6.5 On completion of job the radiation levels check and CTP test shall be done on machine to ensure proper function & performance of the X BIS machines. This shall be checked to ensure that Radiation leak should below prescribed limits and, Ensure the Radiation leak is below prescribed limits. If the Radiation found above permissible limit all necessary and corrective action shall be taken by the contractor.

6.6 On completion of job, service report (JMRC duly approved Performa), in triplicate, will be made by the Contractor's service engineer and the same should be signed by both the service engineer and authorized customer's representative. One copy of the said service report will be handed over to the Customer for their own records. Any spare part replaced during carrying out unscheduled breakdown maintenance clearly recorded in the service report.

- 6.7 The cost of **Unscheduled Breakdown Maintenance and replacement** spare parts, materials for servicing T&Ps, Testing instruments, consumables (including conveyor belt, lead flaps, acrylic tunnel etc), etc, are included in cost of supply and installation of the X BIS machine in during 2 years of DLP and quoted cost of CAMC after DLP (if CAMC is in scope of contractor after successfully completion of DLP period)..
7. At the end of every quarter the contractor shall submit the details of unscheduled work/replace carried out along with list of parts replaced/required along with corrective measures undertaken to prevent there reoccurrence.

4. Drawings

Not Applicable

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards
1	MOBILE BULLET PROOF MORCHA	As below

TECHNICAL SPECIFICATION FOR MOBILE BULLET PROOF MORCHA

Sl. N	Description
1.	Assembling: It should be capable of being conveniently assembled and dismantled.
2.	Handling: Two carrying handles should be provided for convenience on each of the Morcha plates.
3.	Dimensions: Left Plate Centre Plate Right Plate
4.	BP Plate Height 1500mm 1500mm 1500mm
5.	Width 850mm 850mm 850mm Thickness BP Plate 10 ± 0.5mm
6.	Tolerance of ± 10mm in height and width of plates.
7.	Firing Port: Each plate should have two firing port window of size 175 ± 5mm x 125 ± 5mm with adequate overlapping. B.P sliding shutter from inner side. The Morcha/Nakas should have slots on three sides (2 each) and firing can be done in knee bent position as well as standing position. The height of the firing ports shall 900mm & 450mm.
9.	All fitments in the Morcha/Nakes should be done in such as way that the properties of B.P. Steel are not affected.
10.	All the steel & other metallic parts should be free from rust & corrosion as per IS 4759.
11.	Weight of Morcha/Nakes: Weight of B.P. Mobile Morcha/Nakes consisting all the three plates with all fitments should not be more than 350Kg.
12.	Colour Olive Green.

13.	Locking arrangements: Each plate of the B.P. Mobile Morcha/Nakes should have convenient locking arrangement for assembling and unlocking arrangement for dismantling.
14.	Protection level: Each plate should provide following protection level at 90 degree angle. <ul style="list-style-type: none"> i) Burst fire of 6 shots from SLR (7.62mm x 51mm) at 90 degree from a distance 10 mtrs. ii) Burst fire of 6 shots from AK-47 (7.62mm x 51mm) at 90 degree from a distance 10 Mtrs. iii) Burst fire of 6 shots from INSAS (5.52mm x 45mm) at 90 degree from a distance 10 Mtrs. iv) HE 36 Grenade from point blank distance.
15.	In case the B.P. Morcha/Nakas is fired upon and the port shutter gets damaged, the replacement should be possible.
16.	Angle of the side plates to provide coverage from three directions i.e. front, left & right.
17.	Each plate of the Morcha/Nakas should not have any Welding joints; it has to be single plate at time of manufacturing for better Strength.
18.	Any welding joint used in hinges should have min. strength of 1.28 Lac psi. Certificate to be provided by OEM in this regard.
19.	The Morcha/Nakes can be made as fixed or can be used as mobile Morcha/Nekas with the help of adjustable/detachable wheels. The wheel shall be lockable.
20.	Bidder should be registered with either MOD/MHA/Government with the facility to manufacture these items & preferably should have a successful past record of supply of security products to MOD/MHA/State police agencies, Metro network, or similar security agency of India or abroad.
21.	Material (B.P. Steel): Manufacturer of Bullet Proof Steel & Glass must be approved with TBRL/CFSL(DRDO).

22.	In order to avoid any ricochet wooden board of similar dimension (LxB) and of minimum 12mm thickness shall be fixed applied in such a manner to create a dead zone of 5 cm between the armored plate and wooden panel.
23.	Defect Liability Period shall be of Two Years from the date of commissioning of each Lot. During the DLP all the services, spares, consumables shall be supplied by the contractor. Nothing shall be paid extra.

TECHNICAL SPECIFICATION OF GUN STAND

S.N.	Technical requirement	Compliance
1.	Gun stand should be assembly of steel tubes, rods angle and O ring as per drawing attached.	
2.	Dimension should match with dimensions mentioned in the drawings.	
3.	The welding joints of the assembly should have strength of 128000 psi. Bidders are submit to certificate for the same.	
4.	Assembly should have anti rust coating.	
5.	Supplier should ensure that assembly is installed at all three plates of Bullet proof morcha with welding strength of 128000 psi	
6.	Assembly should have smooth rotation for 360 degree horizontally without play.	
7.	Assembly should be strong enough to bear the force and jerk while firing.	
8.	Rotation of gun rest should be smooth and rust free so that the efficiency of the firer is not affected.	
9.	There should be sufficient gap between mounting rod and housing tube for hassle free, friction free and smooth rotation of gun rets.	
10.	Portion of the stand where Gun barrel is resting should be covered with rubber in order to avoid the wear & tear in barrel.	

ROUND STOOL CHAIR SPECIFICATIONS

1.	It should have a seat size 15" x 15" (Net Type) minimum.
2.	It should have Seat height – 3Ft maximum.
3.	It should have Double Ring in order to ensure the proper strength.
4.	Stool chair should be made of 16 gage 3"/4 pipe.
5.	The seating sheet should be at least 18 Gage Round Sheet.
6.	It should be Powder coated.
7.	It should be painted black with non sticky high quality paint.
8.	It should be able to bear the weight of 100Kgs.
9.	The bottom legs of the stool chair should be covered with long lasting rubber/plastic pads.
10.	The workman ship of the stool chair should be of best quality so that no sharp edges and projections are pointed out.
11.	The stool chair should be horizontally stable even if stepped down on the lower ring in order to seat up on the stool chair.

Door Frame Metal Detector

Technical Specifications

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards
1	Door Frame Metal Detector	As below

QUALITATIVE REQUIREMENTS/TECHNICAL SPECIFICATIONS FOR MULTIZONE DOOR FRAME METAL DETECTOR

S/No	QRs of MZDFMD
1	Detection : (i) The system should be capable of detecting ferrous, non-ferrous and alloy metals concealed in the body of a person when passed through the archway. (ii) Uniform detection from top to bottom is required. (iii) Should be able to detect multiple metal objects of various weight, size and shape in all the zones simultaneously from head to toe.
2	Passage Dimension :- Height - Min 200 cm Breadth Min 72 cm Width Min 57 cm
3	Speed of Passage : Performance of the DFMD should be independent of the speed of person passing through. This is particularly important as a person's foot may swing through the archway without touching the ground, or may come to rest on the ground between the archway pillars.
4	Weight : 80 Kg maximum
5	Power supply 100-260 VAC, 50 -60Hz, 12-24 VDC, should be provided with internal battery backup for 6 hours minimum in operational condition.
6	Alarm indication : (i) There should be Acoustic and Optical alarm with alphanumeric display, height on person bar display (Metal locator) and low battery indication. (ii) There should be a provision for suitable setting for adjustment of volume of the audible alarm to overcome the ambient noise present in the vicinity.
7	Sensitivity : DFMD should have multi-zone capability with uniform sensitivity in all zones.
8	Zones: Not less than eight real horizontal detection zones, covering full height of the equipment
9	Calibration: DFMD shall have inbuilt feature of both manual and automatic calibration.
10	Security : (i) There should be a provision to secure the access to the control unit by a password protected alpha numeric keypad. (ii) DFMD should reset itself within 3 Sec after alarm condition. (iii) Unit should have traffic and alarm counter. The equipment should work in bidirectional mode.
11	Other features : (i) High discrimination between small masses and personal metallic objects.

	(ii) Automatic synchronization for DFMDs located close to each other up to a distance of one foot side by side.
12	Static Metal Compensation : DFMD installed closed to fixed sheet or piece of metal, which form part of the building or its fittings, The DFMD should compensate for the presence of such metal and its performance should not be degraded by the presence of metal as stated above.
13	Health and Safety : (i) Magnetic field should be harmless to magnetic media, electronic devices and should be film safe, (Supplier shall submit test certificates from national/international accredited lab.) (ii) Operation of DFMD shall not be affected by infrared, ultraviolet, electromagnetic or RF radiation. Offered equipment shall comply with CE or equivalent safety/immunity standard (Supplier shall submit test certificates from national/international accredited lab.) (iii) DFMD should be harmless to pacemaker and pregnant woman (Supplier shall submit test certificates from national/international accredited lab as per ICNIRP guidelines).
14	Interference rejection : (i) Interference, which is 'mains-borne' or radiated by an external source, should not cause the DFMD to raise the alarm spuriously. It should be possible to use equipment such as radio portable telephone, walkie-talkie sets, X-ray monitors etc. at a distance of one mtr from the archway without causing spurious alarms. (ii) Moving metal beyond one mtr from DFMD should not affect performance of the DFMD. It should be possible to move metallic items like trolleys, metallic gate opening/closing one mtr away from DFMD without the generation of false alarm.
15	Operating Temperature : DFMD shall work satisfactorily without any deterioration in performance within the temperature range of -20 to +55 .C, RH up to 90% non-condensing.
16	Accessories to provide : (i) Operating manual for the user. (ii) Standard Test Piece (STP) for testing of equipment to be provided by the supplier with each equipment.
17	Counter: Intelligent Traffic Counter for Transit
18	Throughput Rate: 24 peoples per mint
19	Protection: Conform to relevant electric safety standard (supported by test certificates from
20	Other features: a) High discrimination between small masses and personal metallic objects. b) Automatic synchronization for DFMDs located close to each other upto a distance of one feet side by side. c) Programming protected by pass word d) Magnetic field should be harmless to magnetic media, electronic devices (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment), weavers of heart pacemakers and pregnant women (By a Govt. recognized medical institute) e) Should not be affected by heavily reinforced floors f) Should not be affected by external RF transmission and EMI (supported by test certificates from NABL (India) or other accredited labs from the country of origin of the equipment)
21	Defect Liability Period shall be of Two Years from the date of commissioning of the equipment All the services, spares, consumables shall be supplied by the contractor. Nothing shall be paid extra.
22	Tenderer shall quote the rates for Comprehensive Annual Maintenance Contract for each of the year for a period of 3 years after end of DLP of 2 years. The rates for 3 years CAMC shall show clearly.
23	The availability of machine during DLP & CAMC shall not be less than 99% this will be calculated in following manner: Total Time – Down Time x 100

	<p style="text-align: center;">Total Time</p> <p>Total time taken shall be revenue hours of operation of Jaipur Metro. At present it is different for different stations. Typical hours are from 06:00 AM to 11:30 pm every day.</p>
24	<p>Fault in machine should be attended within 2 hours of reporting. The rectification time shall never exceed 48 hours. In case of delay more than 48 hours penalty @ 0.5 % of value of machine shall be levied for every 24 hours of delay in rectification of machine. This will be applicable during DLP & CAMC period both.</p>

TRIAL DIRECTIVE FOR MULTI ZONE DOOR FRAME METAL DETECTOR (MZDFMD)

	SPECIFICATION	Procedure suggested for trial by authorized Officer of Purchaser	Result expected/desired	
1	Detection : (i) The system should be capable of detecting ferrous, non-ferrous and alloy metals concealed in the body of a person when passed through the archway. (ii) Uniform detection from top to bottom is required. (iii) Should be able to detect multiple metal objects of various weight, size and shape in all the zones simultaneously from head to toe.	To be physically checked by the Authorized Officer Of Purchaser by passing ferrous/non ferrous and alloy metals concealed in the body of a person, through the archway of DFMD and simultaneously checking all the points with reference QRs Paral (i)-(iii)	In all three parameters equipment should be able to detect ferrous/non ferrous metal accordingly	
2	Passage Dimension :- Height - Min 200 cm Breadth Min 72 cm Width Min 57 cm	To be physically checked by the Authorized Officer Of Purchaser by measuring instrument	Result should be as per the Dimension given in Para-2	
3	Speed of Passage : Performance of the DFMD should be independent of the speed of person passing through. This is particularly important as a person's foot may swing through the archway without touching the ground, or may come to rest on the ground between the archway pillars.	To be physically checked by the Authorized Officer Of Purchaser by making a person cross the archway at varying speed.	A person with the metallic object when passing through the DFMD archway, equipment must generate acoustic and visual alarm.	
4	Weight : 80 Kg maximum	To be physically checked by the Authorized Officer Of Purchaser with the help of standard weighing machine	Result should be as per Pra-4	
5	Power supply 100-260 VAC, 50 -60Hz, 12-24 VDC, should be provided with internal battery backup for 6 hours minimum in operational condition.	Apply variable input of AC mains supply from 100 to 260 volt to the equipment and check the	The equipment must work on 100 to 260 volt AC mains supply and have battery backup of 6 hours in operational	

		performance of the DFMD. Check the DFMD for the operation on battery and power backup in operational condition. Note down the continuous back up time from battery	mode.	
6	Alarm indication : (i) There should be Acoustic and Optical alarm with alphanumeric display, height on person bar display (Metal locator) and low battery indication. (ii) There should be a provision for suitable setting for adjustment of volume of the audible alarm to overcome the ambient noise present in the vicinity.	To be physically checked by the Authorized Officer Of Purchasers.	To be verified by the Authorized Officer Of Purchasers.	
7	Sensitivity : DFMD should have multi-zone capability with uniform sensitivity in all zones.	To be physically checked by the Authorized Officer Of Purchaser by concealing a metal object on different parts of the passing through archway. The firm should submit assurance certificate in respect of QRs Para7	Authorized Officer Of Purchaser should physically check multi zone capability and the certificate provided by the firm.	
8	Zones: Not less than eight real horizontal detection zones, covering full height of the equipment	To be physically checked by the Authorized Officer Of Purchaser after passing a metallic item in all the zone should have proper indication (acoustic and visual) of the metal concealed in the body of a person	The equipment must comply with the QRs para 8	
9	Calibration: DFMD shall have inbuilt feature of both manual and automatic calibration.	To be physically checked by the Authorized Officer Of Purchaser by passing various size of metals through the archway and DFMD should be capable to detect small and big size	Authorized Officer Of Purchaser should physically check	

		metals independent of their mass. While checking the calibration of DFMD its sensitivity adjustment should not be required repeatedly.		
10	Security : (i) There should be a provision to secure the access to the control unit by a password protected alpha numeric keypad. (ii) DFMD should reset itself within 3 Sec after alarm condition. (iii) Unit should have traffic and alarm counter. The equipment should work in bidirectional mode.	To be physically checked by the Authorized Officer Of Purchaser with reference to parameters (i) to (iii).	Result expected as per QRs Para 10 (i) to (iii)	
11	Other features : (i) High discrimination between small masses and personal metallic objects. (ii) Automatic synchronization for DFMDs located close to each other up to a distance of one feet side by side.	To be physically checked by the Authorized Officer Of Purchaser with reference to parameters (i) to (iii).	Result expected as per QRs para 11 (ii) to (ii)	
12	Static Metal Compensation : DFMD installed closed to fixed sheet or piece of metal, which form part of the building or its fittings, The DFMD should compensate for the presence of such metal and its performance should not be degraded by the presence of metal as stated above.	To be checked by the Authorized Officer Of Purchaser	Result expected as per QRs para 12	
13	Health and Safety : (i) Magnetic field should be harmless to magnetic media, electronic devices and should be film safe, (Supplier shall submit test certificates from national/international accredited lab.) (ii) Operation of DFMD shall not be affected by infrared, ultraviolet, electromagnetic or RF radiation. Offered equipment shall comply with CE or equivalent safety/immunity standard (Supplier shall submit test certificates from national/international accredited	Authorized Officer Of Purchaser will obtain a certificate from the supplier as specified at QRs parameters 13 (i) to (iii)	National /International accredited lab certificate must confirm the same as mentioned at QEs Para 13 (i) to (iii). In case of doubt, the veracity of the certificate from the concerned lab.	

	lab.) (iii) DFMD should be harmless to pacemaker and pregnant woman (Supplier shall submit test certificates from national/international accredited lab as per ICNIRP guidelines).			
14	Interference rejection : (i) Interference, which is 'mains-borne' or radiated by an external source, should not cause the DFMD to raise the alarm spuriously. It should be possible to use equipment such as radio portable telephone, walkie-talkie sets, X-ray monitors etc. at a distance of one mtr from the archway without causing spurious alarms. (ii) Moving metal beyond one mtr from DFMD should not affect performance of the DFMD. It should be possible to move metallic items like trolleys, metallic gate opening/closing one mtr away from DFMD without the generation of false alarm.	To be physically checked by the Authorized Officer Of Purchaser as specified at QRs 14 parameters from (i) to (ii).	Result expected as per QRs para 14 (i) & (ii).	
15	Operating Temperature : DFMD shall work satisfactorily without any deterioration in performance within the temperature range of -20 to +55 .C, RH up to 90% none condensing.	The firm should submit National /International accredited lab certificate in respect of Operating temperature and RH.	National /International accredited lab certificate must confirm the same. In case of doubt, the veracity of the certificate may be verified from the concerned lab.	
16	Accessories to provide : (i) Operating manual for the user. (ii) Standard Test Piece (STP) for testing of equipment to be provided by the supplier with each equipment. Optional : (i) Should have a ruggedized Polypropylene shock proof container for safe transportation of product compliant to IP-65 and latest Mil std. (As per requirement of the Indenter/user).	To be physically checked by the Authorized Officer Of Purchaser .	Authorized Officer Of Purchaser should physically check.	

Hand Held Metal Detector (HHMD)

1. Technical Specifications

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards
1	Hand Held Metal Detector	As below

Technical Specification of Hand Held Metal Detector

1	Dimensions: Length : Max 500 mm Prob width : max 120 mm Body width : Max 65 mm
2	Weight : Max 500gms
3	Rechargeable NIMH 9 Volts Battery minimum (150mAh) should run minimum 40 hrs. on single charge on 100% detection rate.
4	Battery protection: To be provided against damage due to reverse polarity.
5	Indication : Single LED based audio and multiple indication for: i. Switch on ii. Metal detection iii. Low battery indication
6	Operation : Single push button operation
7	Construction : Should be rugged and impact resistant ABS casing
8	Scan Rate : minimum 3" to 24" per second
9	Detection : Should be able to detect ferrous and non ferrous metals <ul style="list-style-type: none"> • Pistol .22 at min 6" • Cartridges .22 at min 2" • Razor blade at min 1"
10	Tuning Automatic to ensure equal result on wide range of metal and alloys

11	<p>Miscellaneous:</p> <p>The firm shall provide the following as applicable along with the equipment</p> <p>a. Cleaning Kit</p> <p>b. Technical manual giving full description of the items</p> <p>c. User hand book</p>
12	Temperature range of operation : 0 Degree to 55 Degree Celsius
13	Defect liability period shall be two years from the date of supply and testing of complete item. During the DLP of 2 years and 3 years CAMC, all the services, spares, batteries, chargers and other consumables shall be supplied by the tenderer. Nothing shall be paid extra.
14	Tender shall quote the rates for comprehensive Annual maintenance contract for period of three years beyond DLP of 2 years.
15	<p>The availability of machine during DLP & CAMC shall not be less than 99% this will be calculated in following manner :</p> $\frac{\text{Total time} - \text{Down Time} \times 100}{\text{Total Time}}$ <p>Total time taken shall be revenue hours of operation of Jaipur Metro. At present it is different for different stations. Typical hours are from 06:00AM to 11:30 pm. Every day.</p>
16	Fault in machine should be attended within 2 hours of reporting. The rectification time shall never exceed 48 hours. In case of delay more than 48 hours, a penalty @ 0.5 % of value of machine shall be levied for every 24 hours of delay in rectification of machine. This will be applicable during DLP & CAMC period both.



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East–West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 7 – General Conditions of Contract

JAIPUR METRO RAIL CORPORATION LTD.

Khanij Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan) PIN-302005

Country: INDIA

Section 7 - General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) "SCC" means the Special Conditions of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) "ADB" is the Asian Development Bank.
- (q) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

- 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and

- (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation**
- 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice

to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 30. Limitation of Liability**
- 30.1 Except in cases of gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract**
- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

Amendments

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination**35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.

- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Respectful
Work
Environment**

- 37.1 The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.
- 37.2 The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East–West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 8 – Special Conditions of Contract

JAIPUR METRO RAIL CORPORATION LTD.

Khanij Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan) PIN-302005

Country: INDIA

Section 8 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.	GCC 1.1(j)	The Purchaser's country is: India
2.	GCC 1.1(k)	The Purchaser is: Jaipur Metro Rail Corporation Ltd. (JMRC) and its Legal successors or permitted assigns.
3.	GCC 1.1 (q)	<p>The Site is located at Jaipur.</p> <p>It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax Act 1961, the Companies Act 1956, the Customs Act 1962 and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Purchaser.</p>
4.	GCC 4.2 (b)	The version of Incoterms shall be: The Incoterms edition is: the incoterm means international rules for interpreting trade terms published by the International Chamber of Commerce (2011 or latest edition),38 Cours Albert 1 ^{er} , 75008 Paris ,France.
5.	GCC 5.1	<p>The language shall be: <u>English</u></p> <p>The language for translation of supporting documents and printed literature is: English.</p>
6.	GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: Mr. S.K. Jindal (Director Project)</p> <p>Street address: Jaipur Metro Rail Corporation Ltd.</p> <p>Floor/Room number: 3rd Floor, RSIC Building, Udyog Bhawan</p> <p>City: Jaipur</p> <p>ZIP code: 302005</p> <p>Country: India</p> <p>Telephone: +91-141-2822256, Mob. 7728895407</p> <p>Fax number: +91- 141-2822251</p> <p>E-mail: jmrctender1bew@gmail.com</p>

7.	GCC 9.1	<p>The governing law shall be:</p> <p>LAWS GOVERNING THE CONTRACT</p> <ul style="list-style-type: none"> • This contract shall be governed by the Laws of India for the time being in force. • Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. <p>Jurisdiction of Courts :- Jaipur, Rajasthan</p>
8.	GCC 10.2	<p>The formal mechanism for the resolution of disputes shall be:</p> <p>ARBITRATION</p> <p>➤ If conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions :</p> <ol style="list-style-type: none"> Matters to be arbitrated upon shall be referred to a sole Arbitrator where the total value of claims does not exceed Rs. 1.5 million. Beyond the claim limit of Rs. 1.5 million, there shall be three Arbitrators. For this purpose Employer will make out a panel of engineers. This panel will be of serving or retired engineers of Government Departments or of Public Sector Undertakings; For the disputes to be decided by a sole Arbitrator, a list of three engineers taken from the aforesaid panel will be sent to the Contractor by the Employer from which the Contractor will choose one; For the disputes to be decided by three Arbitrators, the employer will make out a list of five engineers from the aforesaid panel. The Contractor and Employer shall choose one Arbitrator each and the two so chosen shall choose the third Arbitrator from the said list who shall act as the presiding Arbitrator; Neither party shall be limited in the proceedings before such Arbitrators(s) to the evidence or the arguments put before the Conciliator;

		<p>v. The Conciliation and Arbitration hearings shall be held in Delhi only. The language of the proceedings that of the documents and communications shall be English and the awards shall be made in writing. The Arbitrators shall always give item-wise and reasoned awards in all cases where the total claim exceeds Rs. One million; and</p> <p>vi. The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may shall be binding on all parties.</p> <p>➤ Interest on Arbitration Award Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.</p> <p>➤ Cost of Arbitration The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.</p> <p>➤ Jurisdiction of Courts Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of courts in Delhi/ New Delhi.</p> <p>➤ Suspension of work on Account of Arbitration The reference to Conciliation/ Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.</p> <ul style="list-style-type: none"> • Place of arbitration: where the acceptance of tender has been issued shall above have jurisdiction to decide any dispute arising out of or in respect of the contract.
9.	GCC 11.1	<p>The Scope of Supply shall be defined in: Section 6.</p> <p>In addition to GCC clause, followings are additional:-</p>

		<p>➤ DELIVERY</p> <ul style="list-style-type: none"> • The Contractor shall as may be required by the Purchaser deliver free or F.O.R, F.O.B or C&F at the place detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract. • Notwithstanding any inspection and approved by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on the Purchaser until the stores have been received, inspected and accepted by the consignee. • In case of foreign contracts: - <p>The stores shall be delivered by the Contractor free on board such vessels in such port or ports named in the quotation, as the Purchaser or his nominee may require.</p> <p>Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the Contractor at his own cost.</p> <p>➤ NOTIFICATION OF DELIVERY</p> <ul style="list-style-type: none"> • Notification of delivery or dispatch in regard to each and every instalment shall be made to the Purchaser, consignee and Port consignee (if applicable) immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account quoting number and date of the acceptance of tender and date of dispatch of the stores. All packages , shall be fully described in the packing account and full details of the contents for the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The copy of Railway Receipt/Consignment note or Bill of Lading with other shipping documents, if any shall be forwarded to the consignee and or the port consignee named in the contract, as applicable, by registered post immediately on the dispatch of stores. The contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay
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		on the part of the Contractor in forwarding the copy of the Railway Receipt, Consignment Note or Bill of Lading and other shipping documents.
10.	GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be as specified in the bid document along with notification of delivery, time for and date of delivery and as per Annexure-2.</p> <p>In addition to the above, further information regarding the capacity / capability of the manufacturer/ supplier or any other information required by the purchaser for ensuring successful delivery/ execution of the work, if required by the Purchaser, shall be promptly furnished by the tenderer.</p> <p>The tenderer would also offer all facilities to representative of Purchaser if any visit is undertaken by the representative of the purchaser to visit the works/office of the manufacturer/ supplier.</p>
11.	GCC 15.1	<p>Contract Price</p> <p>The Contract Price shall be specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement as given in Section 9.</p> <p>The rates and prices quoted in the Bill of Quantities shall be quoted separately in the following currencies:</p> <ol style="list-style-type: none"> For inputs to the Works, which are expected to be supplied from within India, in Indian Rupees. For those inputs to the works, which are expected to be supplied from outside India, in foreign currencies. <p>The Contract Price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees.</p> <p>The bidder is required to note the following while quoting his prices:</p> <p>As this project is funded by the Asian Development Bank (ADB), the project is governed by the following exemptions.</p> <p>A. Custom Duty</p> <ol style="list-style-type: none"> The project is eligible for exemption of custom duty as per notification no. 84/97 – customs dated 11.11.1997, as amended by notification no. 85/99 cus. Dated 6.7.1999 and no. 119/99-cus. Dated 2.11.1999 and notification no. 75/2001 dated 01-07-01 and notification no. 107/2001-cus.

		<p>Dated 12.10.2001. (Subject to the GST notifications, only for the part which is not subsumed in the GST).</p> <p>Note 1: Amendments to above notification, if any, up to the date 28 days prior to the deadline for submission of bids shall also be deemed to be taken into consideration in the Contract Price. The copy of above notification is attached as Annexure- I to the SCC.</p> <p>Note 2: In addition to above exemptions (Custom duty) if any other exemptions which are available to the Contractor by virtue of any notification of Government/ Local Bodies existing as on 28 days prior to the submission of the bids, may be availed by the contract and JMRC will issue the necessary required certificate for availing such exemptions on the request of the contractor.</p> <p>Note 3: In order to seek exemptions of Custom Duty and/or the JMRC shall issue the required certificates for the project on the request of the contract.</p> <p>B. Bid Evaluation:-</p> <ol style="list-style-type: none"> 1. The Bidders shall quote fix lump sum price or as per BOQ price (as the case may be) inclusive of taxes, levies, duties, cess, freight, insurance and all other incidental charges except GST required to fulfill the contract requirements including statutory deduction viz., TDS towards income Tax/ GST etc. except the exemptions stated in Clause A above to the extent the same are applicable and available. 2. However, any new taxes/duties or any statutory variation in the existing taxes/duties applicable to the JMRC project during the contractual completion shall be to the employers account i.e. reduction is to be passed on to the employer and increase to be reimbursed by the employer. The contractor shall furnish the documentary evidence in support of their claims for reimbursement from JMRC. However, any increase in cost due to new taxes/duties or any statutory variation in the existing taxes/duties applicable to the JMRC project during extended contractual period due to contractors fault shall be to contractor account, whereas any decrease in the taxes/duties shall be employers account.
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		C. Taxes and duties paid to the sub-vendors shall not be paid separately and therefore are to be included in the price.
12.	GCC 15.2	The price adjustment shall not be applicable for this bid.
13.	GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner: As per the details as given in Annexure-9 of Section-4.</p> <p>PAYMENT TERMS</p> <p>The standard payment terms subject to recoveries, if any, by way of Liquidated Damages shall be as per Annexure- 9.</p> <p>PAYMENT PROCEDURE</p> <p>Payment against foreign contractors will be through irrevocable letter of credit. All charges levied by the foreign banks shall be borne by the Contractor.</p> <p>Payment for indigenous supply shall be made by JMRC in INR against the documents as mentioned above.</p>
14.	GCC 16.4	<p>The currencies for payments shall be:</p> <ul style="list-style-type: none"> • Currency of Payment The contract price will be normally paid in the currency or currencies in which the price is stated in the successful tender. However, Purchaser reserves the right to effect payment of equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment. • In the case of foreign offers, the Purchaser reserves the right to consider either F.O.B. or C&F quotations. In the event of an order being placed on C&F basis, the Purchaser will have the right to change over the contract to FOB basis, if considered necessary. • The prices quoted shall be firm and not subject to any variation. In the case of C&F delivery, ocean freight charges included must also be firm and no variation will be allowed on this account after the opening of tenders. • The tenderers should quote their lowest possible prices.

		<p>Quotations should be made only for quantity specified in the tender document.</p> <ul style="list-style-type: none"> Tenderers submitting indigenous offers shall indicate the price on "Free delivery at consignee's site" basis. Such price shall include all State and Central Taxes and Duties leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, duty, other levies, tax, packing charges, forwarding charges, freight and insurance charges and other charges, if any, shall also be given as and when asked by the purchaser .
15.	GCC 18.1, 18.3 and 18.4	<p>PERFORMANCE SECURITY GUARANTEE</p> <p>After Letter of Acceptance is issued by the Purchaser, the Contractor shall furnish a Performance Security within 30 days from the issue of the Letter of Acceptance to the Contractor for an amount equivalent to 10% of the value of the contract in the following forms.</p> <p>(a) Bank Draft in favour of Jaipur Metro Rail Corporation Ltd. payable at Jaipur from a Scheduled Commercial Bank based in India, or</p> <p>(b) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of Jaipur Metro Rail Corporation Ltd., or</p> <p>(c) Irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank.</p> <p>(d) In case of a joint venture / consortium, the performance security is to be submitted in the name of the JV/consortium. However, splitting of the performance security (while ensuring the security is in the name of JV/Consortium) and its submission by different members of the JV/Consortium for any amount proportionate to their scope of work or otherwise is also acceptable. Performance Security Guarantee submitted by the lead partner of the consortium may also be acceptable.</p> <ul style="list-style-type: none"> In case furnishing of an acceptable Performance Security Guarantee is delayed by the Contractor beyond the period provided in the respective clause and the Performance Security Guarantee is accepted by the Purchaser, liquidated damages, as provided in respective clause for the period delay in submission of

		<p>the Performance Security Guarantee, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and forfeit the bid security.</p> <ul style="list-style-type: none"> • The PBG shall cover period of contract and also the warranty period (DLP) and should be valid until 90 days beyond the warranty period. On the performance and completion of the contract in all respects after DLP the Performance Security Guarantee will be returned within 90 days after completion of DLP period. • If the contract is also placed for CAMC, then this PBG will be released after getting the new PBG for CAMC as specified in the in bid document. • The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the Performance guarantee Bond as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser. • The Performance Guarantee shall remain in full force and effect during period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory commissioning of the machines at consignee's works & later on warranty guarantee period, and shall in the first instance be valid until 90 days beyond the contract period before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
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		<ul style="list-style-type: none"> • As and when an amendment is issued to the contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended and up to twelve months beyond the extended delivery date. • The Performance Guarantee and or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.. • The Performance Security Guarantee shall be furnished as per the Format under Section – 9 (Contract Forms) of the bid document.
16.	GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p>PACKING AND MARKING</p> <p>Packing</p> <p>The Contractor shall pack at his own cost the store sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use.</p> <p>Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price.</p> <p>Each packages shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the stores and the quantity contained therein.</p>

		<p>Marking</p> <p>The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: -</p> <p>The following particulars should be stenciled with indelible paint on all the materials/packages:-</p> <ol style="list-style-type: none"> Contract No. Specification no. Item No. Post Consignee (wherever applicable) Abbreviated Consignee marks. <p>In addition to the marking as specified above, distinguish colour marks should be given so as to distinguish the ultimate Consignees in India.</p>
17.	GCC 24.1	<p>The insurance coverage shall be in accordance with:</p> <p>INSURANCE</p> <p>All the required insurance of the goods upto satisfactory handover to purchaser may be taken by supplier at his cost.</p>
18.	GCC 25.1	<p>The Obligations and responsibility of transportation of the goods at site shall be of bidder/supplier.</p>
19.	GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Supply)</p> <p>➤ INSPECTION BY INSPECTING OFFICER</p> <ul style="list-style-type: none"> When Inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least 2 weeks notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of stores will be made as soon as practicable after the same have been submitted for inspection, and the result of the examination will be notified to the Contractor. In cases where the Inspecting authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the

		<p>components stores etc. is also be done, notice in writing shall be sent by the contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspecting during the manufacturing process of the component/store etc. as deemed essential.</p> <ul style="list-style-type: none"> • No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as "Variations") under the contract as shown by the drawing or the specifications shall be made by the contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the proviso hereinafter contained, from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variation occurred in the specifications. If any suggested variation would , in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall carried out. If the Inspector confirms his instructions, the contractor"s obligations and guarantees shall be modified to such an extent as may, in the opinion of the Inspector, be justified. The difference of cost, if any occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not contained in the said schedules or not applicable they shall be settled by the Purchaser and contractor jointly. But the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Inspector. • In the event of Inspector requiring any variations, such reasonable and proper notice shall be given to the contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the contractor, be such as will involve
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		<p>an increase in the total price payable under the contract by more than 10 percent thereof.</p> <ul style="list-style-type: none"> In any case, in which the contractor has received instructions from the Inspector for carrying out the work which either then or later, will, in the opinion of contractor, involve a claim for additional payment, the contractor shall, as soon as reasonably possible, after receipt of the instructions foresaid, advise the Inspector to that effect. Marking of Inspection The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at the Contractor's expense in suitable packages or cases, each of which shall be sealed and marked with such mark.
20.	GCC 27.1	<p>TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT</p> <p>The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to the essence of the contract and delivery must be completed not later than the dates so specified or extended.</p> <ul style="list-style-type: none"> Progressing of Deliveries The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract. Failure and Termination If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his other rights: - <ul style="list-style-type: none"> a. Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 0.5% of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted

		<p>after expiry of the aforesaid period subject to max. of 10%, or</p> <p>b. Cancel the contract or a portion thereof and if so desired purchased or authorize the purchase of the stores not so delivered or others or similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall, be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm.</p> <p>Where action is taken under sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within nine months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor.</p> <p>Note: - in respect of the stores which are not easily available in the market and where procurement difficulties are experienced, the period for making risk purchase shall be nine months instead of six months provided above.</p> <ul style="list-style-type: none"> Extension of Time for Delivery <p>If such failure as in the aforesaid clause- “Failure and Termination” shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of Sub-Contractor, though their employment may have been sanctioned under condition hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the contractor from liability for such loss or damage as aforesaid.</p>
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		<ul style="list-style-type: none"> • Consequences of Rejection <p>If on the stores, being rejected by the Inspecting Officer or Interim Consignee or Consignees at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-</p> <ul style="list-style-type: none"> i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account; or ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further instalments due under the contract; or iii) Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under sub-clause (ii) above or under this sub-clause. iv) Where under the contract the price payable is fixed F.O.B port of export or F.O.R dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard. • Removal of rejected stores <ul style="list-style-type: none"> i) On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 21 days of the
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		<p>date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.</p> <p>ii) All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or</p> <p>Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit mentioned above.</p> <p>iii) The stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract is placed for delivery F.O.R. station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to-pay at public tariff rates and at Contractor's risk. The Contractor shall be liable to</p>
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		<p>reimburse packing and incidental costs and charges incurred in such return of rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.</p> <p>➤ ACCEPTANCE OF STORES DISPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD</p> <ul style="list-style-type: none"> • In case where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with contract clause was not given by the Contractor, the Purchaser reserves the right to cancel the order of the balance quantity, at the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: - <ul style="list-style-type: none"> a. The purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver within the period fixed for delivery. b. That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, Excise Duty, Sales Tax, Freight charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.
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		<p>c. That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.</p> <p>d. But nevertheless the Purchaser shall be entitled to the benefit of any increase in price on account of reduction in or remission of Customs Duty, Excise Duty, sales tax or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.</p> <ul style="list-style-type: none"> • The Contractor shall not dispatch the stores till such time an extension in terms of above clause (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause above. • In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the clause above. <p>➤ RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT</p> <ul style="list-style-type: none"> • Risk in the stores The Contractor shall perform the contract in all respects in accordance with the terms and condition thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his
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		<p>agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the Consignee or the interim consignee as the case may be. The Contractor shall alone be entitled and responsible to make claims against JMRC or any other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee, as the case may be.</p> <ul style="list-style-type: none"> Consignee's Right of Rejection Notwithstanding any approval which the Inspecting Officer may have been given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. <p>Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all</p>
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		<p>respect in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in course of transit or otherwise after their delivery to the interim consignee.</p> <p>The provisions contained in clause relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.</p> <p>The contractor shall refund any advance /part payment received him in respect of the rejected stores within 21 days of the receipt of intimation from the consignee about the rejection of the stores. In default, the Purchaser may take steps against contractor for recovery of such price. This is strictly without prejudice and in addition to the rights provided in above mentioned clause— “Consequences of Rejection”.</p> <ul style="list-style-type: none"> • Subletting and Assignment The contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the Purchaser or his nominee. <p>In the event of the contractor's failure to obtain such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purchase.</p> <p>➤ RESPONSIBILITY FOR COMPLETENESS</p> <ul style="list-style-type: none"> • Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor without extra charge, and the plant must be complete in detail. • The work shall be performed at the place or places specified in the contract or at such other place or places as may be approved by the Purchaser.
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		<ul style="list-style-type: none"> • In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship etc. in accordance with the contract. <p>➤ IMPORT</p> <ul style="list-style-type: none"> • The foreign exchange needed for the import of the components and import licence, where necessary, should be arranged by the Tenderer themselves. • The successful tenderer will have to apply to the proper Government Authority for grant of requisite import licences/foreign exchange for such items as requiring import, within 14 days of the advance letter of acceptance/telegram acceptance and the Purchaser will only render assistance, where necessary. However, Purchaser will have no responsibility whatsoever in this regard. <p>➤ CONTRACTOR'S RESPONSIBILITIES</p> <ul style="list-style-type: none"> • The Contractor shall design, manufacture, deliver and carry out defect liability period obligation (including associated purchases and/or subcontracting) with due care and diligence in accordance with the Contract. • The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities. • The Contractor shall comply with all laws in force India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the
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		Contractor or its personnel, including the Subcontractors and their personnel.
21.	GCC 28	<p>The period of validity of the Warranty (DLP) shall be: 2 years.</p> <p>The place of final destination shall be: Choti & Badi Chaupar Metro Stations, Jaipur, Rajasthan, India.</p> <p>WARRANTY</p> <ol style="list-style-type: none"> 1. The contractor shall warrant the everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity, with the contract specifications and samples if any and shall if operable, operate properly. 2. This warranty shall survive inspection of, payment for and acceptance of the goods and shall expire after the period as specified in Schedule of Requirement. Any approval of acceptance by purchaser of the stores or of the material incorporated here in shall not in any way limit the contractor's liability. 3. The contractor's liability in respect of any complaints defects and or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair or defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores. 4. The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the purchaser, the contractor shall pay to the purchaser value thereof at the contract price or in the absence of such price decided by the Purchaser, and such other expenditure and damages as may arise by reason of the breach of the condition herein specified. 5. All replacement and repairs that the Purchaser shall call upon the Contractor to deliver or perform under this warranty shall be delivered and performed by the Contractor, promptly and satisfactory in accordance with the requirements. In case where replacement of parts take

		<p>place during the warranty period, the provision of this warranty clause shall apply to replaced/repaired part until and expiration of extended warranty period as indicated in Schedule of Requirement from the date of such replacement and/or repair. This extended period shall be hereinafter be referred to as "Extended Warranty Period".</p> <p>6. If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.</p> <p>7. The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.</p>
22.	GCC 28.5	The Supplier shall correct any defects covered by the Warranty within time period of being notified by the Purchaser of the occurrence of such defects as specified in Section – 6 of the bid document.
23.	GCC 30.1 (b)	The amount of aggregate liability shall be:10% of the contract value.
24.	Additional Clause	<p>➤ CHANNEL PARTNER IN INDIA</p> <ul style="list-style-type: none"> The foreign tenderer shall include in his offer the name of the person of the firm who will be acting as his Channel Partner in India in respect of his offer. He shall also indicate the after sales service facilities which he or his Channel Partner has in India. If the foreign tenderer has no representative in India, he shall indicate in his offer the after sales service facility he intends to provide. Foreign firms quoting direct against the inquiry and who want Channel Partner in India should indicate in their offer the name of their Channel Partner they have for servicing in India. Tenderers of foreign firms should furnish following particulars. Offers which do not comply are liable to be rejected. <ul style="list-style-type: none"> (i) The name and address of the Channel Partner. (ii) The precise relationship between the foreign manufacturer/ principals and their Indian channel partner.

		<p>(iii) The mutual interest which the manufacturer/principal and the Indian Channel Partner have in the business of each other.</p> <p>(iv) Foreign Tenderer has to submit a certificate that bidder is not having any Commission Agent in India and no agency commission will be paid otherwise it shall be sufficient ground for rejecting of his offer. Indian Channel Partner should also mention Income tax permanent account number.</p> <p>(v) All services (including after sales) to be rendered by the Channel Partner whether the general nature or relation to the particular contract and the facilities/infrastructure available with them for the same.</p> <p>(vi) Past performance.</p>
25.	Additional Clause	<p>➤ Guidelines for quoting Freight:</p> <p>Prior to delivery of equipments, bidder is required to obtain clearance from JMRC. The equipments are to be delivered at Choti Chaupar and Badi Chaupar Stations and bidders are required to quote Price inclusive of freight for supply at the mentioned stations of Jaipur metro phase-1B.</p>
26.	Additional Clause	<p>➤ EFFECT AND VALIDITY OF OFFER</p> <ul style="list-style-type: none"> • The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser. • The offer shall be kept valid for acceptance for a minimum period of 90 (Ninety) calendar days from the date set for opening of tenders. • Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the offers are under

		<p>consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.</p>
27.	Additional Clause	<p>➤ Definition and Interpretation</p> <ul style="list-style-type: none"> • The “Inspecting Officer “ means the authorized person, or organization by the purchaser for the purpose of inspection of stores of work under the contract and includes his/their authorized representatives; • “Material” means anything used in the manufacture or fabrication of the stores; • The “Purchaser” means the Jaipur Metro Rail Corporation Ltd. <p>“Stores” means the goods specified in the contract, which the Contractor has agreed to supply under the contract;</p> <p>The delivery of the stores shall be deemed to take place on delivery of the stores at site in accordance with the terms of the contract, after approval by the Inspecting Officer:</p>
28.	GCC 32	<p>➤ FORCE MAJEURE</p> <p>In the event of any unforeseen event during the currency of the Contract, such as war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, as a result of which, either party (purchaser/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days” notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.</p>

29.	Additional Clause	<p>INSOLVENCY AND BREACH OF CONTRACT</p> <p>The Purchaser may at any time, be notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:</p> <ul style="list-style-type: none"> i. if the Contractor being an individual or in a firm. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or ii. if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or iii. If the contractor commits any breach of the contract not herein specifically provided for. iv. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase. <p>• SECURITY</p> <ul style="list-style-type: none"> i) The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under. ii) Any Information obtained in the course of the
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		<p>execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to enemy of India, must be treated secret and shall not any time be communicated to any person.</p> <p>iii) Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the Contract and to purchase or authorize the purchase of the stores at the risk and cost of the Contract in accordance with the clause 1302 of the General Conditions of Contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.</p> <p>• CONFIDENTIAL INFORMATION</p> <p>1. The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.</p> <p>2. The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.</p> <p>3. The obligation of a party under the Clauses above,</p>
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		<p>however, shall not apply to that information which</p> <p>(a) now or hereafter enters the public domain through no fault of that party</p> <p>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto</p> <p>Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p>
30.	Additional Clause	<p>➤ INDEMNITY</p> <p>1. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.</p> <p>2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within 24 hours of the receipt thereof notified the Purchase Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, have shall be deemed to have lost the right to do so at any subsequent stage.</p> <p>3. The Contractor shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser/loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.</p> <p>4. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser</p>

		such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.
31.	Additional Clause	<p>The Defects Liability Period is: Two years Defect liability period shall be 24 months from the date of issue of Completion certificate for the facilities or any part thereof. During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly utilize his obligations during the Defects Liability Period as laid down in GCC and Employer's Requirements. Penalty as specified in Section – 6 (Schedule of Supply) during DLP and CAMC period will be imposed.</p> <p>Contractor shall establish an office for the purpose with communication facility so as to facilitate communication for reporting failures and liaison with maintenance staff manning the stations/section round the clock..The supervisor in-charge should be provided with mobile communication facility to ensure his presence at the site immediately after reporting. Contractor shall ensure restoration/rectification/replacement, within reasonable time, to the satisfaction of Engineer. The Engineer in case of the delay as deems fit shall be empowered to carry out the maintenance at the risk and cost of the Contractor.</p> <p>Routine Maintenance Submit Monthly status report to the Engineer –in – Charge.</p> <p>Repairs All equipment / installation (as per the work define in bid) that requires Repairing shall be immediately serviced and repaired.</p> <p>Complaints The Contractor shall receive calls for any and all problems experienced in the operation of the systems, attend to these within the specified period in Section - 6 after receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.</p> <p>Maintenance Log Book. The Contractor shall maintain a Maintenance Log Book and the format for which shall be approved by Engineer – in – charge. In the Maintenance Log book the details about date of Routine Maintenance, Routine Maintenance activities performed, Details of Call – out visit / Break – down maintenance, etc. shall be maintained. Copy of relevant pages of the Log book to be submitted to the</p>

		<p>Engineer – in – charge with the Monthly status report.</p> <p>Failure Analysis Report.</p> <p>The Contractor shall submit a report for the Failure Analysis in the format approved by the “Engineer” giving the details of the type of fault, cause of fault, analysis of faulty component, etc correlated with the details of last preventive maintenance activity performed.</p> <p>The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor at the end of „Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer’s satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.</p>
32.	Additional Clause	<p>Labour laws</p> <p>The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline.</p> <p>The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.</p>
33.	Additional Clause	<p>Nuisance</p> <p>Contractor will be responsible for any unhygienic conditions in the area under their possession and liable to be penalized if condition does not improve despite warnings/notices</p>
34.	Additional Clause	<p>Interface Requirement</p> <p>The contractor shall be responsible to interface with the other contractors as per the interface table provided in the contract. JMRC will supervise/facilitate the coordination between the contractor and other designated contractors.</p> <p>However, the contractor will allow for liaison with, and modifications to his design to cater for the work of such other contractors. The list of interface items is indicative only and the ultimate responsibility of commissioning lies with the contractor.</p>

35.	Additional Clause	Bank Guarantee for Supplementary Agreement (For CAMC) The contractor shall submit the Bank Guarantee for 10 % value of CAMC to be executed through supplementary agreement at the time of signing of the supplementary agreement. The bank Guarantee shall be valid till the 28 days beyond the completion of the works to be executed through supplementary agreement.
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CUS NTF NO. 119/1999 DATE 02/11/1999

ANNEXURE - 1

Provide self certification by the international agencies like UNIP, UNICEF, ILO, WHO, FAO and UNFPA.

In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue) [No. 84/97-Customs](#), dated 11th November, 1997, namely,-

(1) in the said notification, in the proviso,-

(a) for (i), the following shall be substituted, namely:-

"(i) in case the said goods are -

(a) imported by an international organisation listed in the Annexure appended to this notification and intended to be used in a project that has been approved by the Government of India and financed (whether by a loan or a grant) by such an organisation, a certificate from such organisation that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India; or

(b) imported for use in project that has been approved by the Government of India and financed (whether by a loan or a grant) by an international organisation listed in the said Annexure, a certificate from an officer not below the rank of deputy Secretary to the Government of India, in the Ministry of Finance (Department of Economic Affairs) that the said goods are required for the execution of the said project and the said project has duly been approved by the Government of India";

(b) in (ii), for the words " by the Word Bank, the Asian Development Bank or any other international organisation", the words ""by the World Bank, the Asian Development Bank or any international organisation, other than those listed in the Annexure" shall be substituted;

(c) in (iii), for the words " by the Word Bank, the Asian Development Bank or any other international organisation", the words ""by the World Bank, the Asian Development Bank or any international organisation, other than those listed in the Annexure" shall be substituted;

(2) After Explanation, the following shall be added, namely,-

ANNEXURE

1. United Nations Development Progremme,
2. United Nations International Childrens" Fund,
3. Food and Agricultural Organisation,
4. International Labour Organisation,
5. World health Organisation,

6. United Nations Population Fund".

Sd/-
(Prashant Kumar Sinha)
Under Secretary to the Government of India

(Please see Cus Ntf.No.75/2001 dt.6/07/2001)

12th October, 2001

Notification No. 107/2001 - Customs

In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue), No. 84/97-Customs, dated the 11th November, 1997, namely:-

In the said notification, in ANNEXURE, after serial number 7 and the entries relating thereto, the following serial number and entries shall be inserted, namely:-

"8. United Nations Industrial Development Organisation. ".

G.D.Lohani
Under Secretary to the Government of India

F.No. 354/74/95-TRU (pt.3)

Note:- The principal notification was published in the Gazette of India, Extraordinary, vide notification No. 84/97-Customs, dated the 11th November, 1997 [G.S.R. 645(E), dated the 11th November, 1997] and was last amended by notification No. 75/2001-Customs, dated 6th July, 2001 [G.S.R. 510 (E), dated the 6th July, 2001].

Cus Ntf No.85/1999 Date 6/7/1999**Imports for Projects financed by UN - Duty Exemption conditions changed**

In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue), [No.84/97](#) Customs, dated the 11th November, 1997, namely:

In the said notification,-

- i. for the words "all the goods imported into India by the United Nations or an international organisation for execution of projects financed by them", the following words shall be substituted, namely:-

"all the goods imported into India for execution of projects financed by the United Nations or an international organisation"

- ii. for the proviso, the following shall be substituted, namely: -

"Provided that the importer, at the time of clearance of the goods, produces before the Assistant Commissioner of Customs or Deputy Commissioner of Customs, as the case may be, having jurisdiction:-

- i. in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the United Nations and the said project has been approved by the Government of India, a certificate from an officer not below the rank of a Deputy Secretary to the Government of India, in the Ministry of Finance (Department of Economic Affairs), that the said goods are required for the execution of the said project financed by the United Nations and that the said project has duly been approved by the Government of India, or
- ii. in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation, and the project has been approved by the Government of India, a certificate from the executive head of the Project Implementing Authority and countersigned by an officer not below the rank of a Joint Secretary to the Government of India, in the concerned Line Ministry in the Government of India, that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India, and
- iii. in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation, and the said project has been approved by the Government of India for implementation by the Government of a State or a Union Territory a certificate from the executive head of the Project Implementing Authority and countersigned by the Principal Secretary or the Secretary (Finance), as the case may be, in the concerned State Government or the Union Territory, that the said goods are required for the execution of the said project, and that the said project has duly been approved by the Government of India for implementation by the concerned State Government";

iii. for the Explanation, the following Explanation shall be substituted, namely:-

"Explanation For the purposes of this notification,-

- a. "international organisation" means an international organisation to which the central Government has declared, in pursuance of section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947), that the provisions of the Schedule to the said Act shall apply;
- b. "Line Ministry" means a Ministry in the Government of India, which has been so nominated with respect to a project, by the Government of India, in the Ministry of Finance (Department of Economic Affairs)".

Sd/-
(Prashant Kumar Sinha)
Under Secretary to the Government of India

Issued by:
Ministry of Finance Department of Revenue
New Delhi.

Seeks to Exempt Imports by United Nations or International organisation for execution of projects in India.

11-11-1997

Notification No. 84/97-Customs

In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), read with sub-section (4) of section 68 of the Finance (No. 2) Act, 1996 (33 of 1996), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts all the **goods imported into India for execution of projects financed by the United Nations or an International Organisation** and approved by the Government of India, from the **whole of the duty of customs** leviable thereon under First Schedule to the Customs Tariff Act, 1975 (51 of 1975), the **whole of the additional duty of customs** leviable thereon under section 3 of the said Customs Tariff Act and the **whole of the special duty of customs** leviable under section 68 of the Finance (No. 2) Act 1996 (33 of 1996):

Provided that the importer, at the time of clearance of the goods, produces before the Assistant Commissioner of Customs or Deputy Commissioner of Customs, as the case may be, having jurisdiction, -

(i) in case the said goods are -

(a) Imported by an international organisation listed in the Annexure appended to this notification and intended to be used in a project that has been approved by the Government of India and financed (whether by a loan or a grant) by such an organisation, a certificate from such organisation that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India; or

(b) imported for use in a project that has been approved by the Government of India and financed (whether by a loan or a grant) by an international organisation listed in the said Annexure, a certificate from an officer not below the rank of Deputy Secretary to the Government of India, in the Ministry of Finance (Department of Economic Affairs) that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India;

(ii) in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation other than those listed in the Annexure, and the said project has been approved by the Government of India, a certificate from the executive head of the Project Implementing Authority and countersigned by an officer not below the rank of a Joint Secretary to the Government of India, in the concerned Line Ministry in the Government of India, that the said goods are required for the execution of the said project and that the said project has duly been approved by the Government of India, and

(iii) in case the said goods are intended to be used in a project financed (whether by a loan or a grant) by the World Bank, the Asian Development Bank or any other international organisation, other than those listed in the Annexure and the said project has been approved by the Government of India for implementation by the Government of a State or a Union Territory, a certificate from the executive head of the Project Implementing Authority and countersigned by the Principal Secretary or the Secretary (Finance), as the case may be, in the concerned State Government or the Union Territory, that the said goods are required for the execution of the said project, and that the said project has duly been approved by the Government of India for implementation by the concerned State Government.

Explanation. - For the purposes of this notification, -

(a) "international organisation" means an international organisation to which the Central Government has declared, in pursuance of section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947), that the provisions of the Schedule to the said Act shall apply;

(b) "Line Ministry" means a Ministry in the Government of India, which has been so nominated with respect to a project, by the Government of India, in the Ministry of Finance (Department of Economic Affairs).

ANNEXURE

1. United Nations Development Programme,
2. United Nations International Childrens" Fund,
3. Food and Agricultural Organisation,
4. International Labour Organisation,
5. World Health Organisation,
6. United Nations Population Fund.
7. United Nations World Food Programme.
8. United Nations Industrial Development Organisation.

Notification No. 84/97-Cus.,dated 11-11-1997 as amended by Notification No. 85/99-Cus.,dated 6-7-1999 and No.119/99-Cus.,dated 2-11-1999.and Notification No.75/2001 dt.0-07-01 and Notification No. 107/2001-Cus.,dated 12.10.2001.



JAIPUR METRO RAIL CORPORATION LIMITED

BIDDING DOCUMENT

for

Procurement of Goods

of

NCB No. - JP/EW/1B/TBD-1

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner Machine, Bullet Proof Morcha, Door frame metal detector and Hand held metal detector with 2 Year Of DLP on East–West Corridor of Jaipur Metro (Phase 1B) at Jaipur, Rajasthan, India.

Section 9 – Contract Forms

JAIPUR METRO RAIL CORPORATION LTD.

Khanij Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan) PIN-302005

Country: INDIA

Section 9 - Contract Forms

Table of Forms

Notification of Award 9-2

Contract Agreement 9-3

Performance Security 9-4

Notification of Award

---- on letterhead of the purchaser ----

Letter of Acceptance

..... date.

To: name and address of the supplier

Subject: Notification of Award Contract No.

This is to notify you that your Bid dated date for execution of the name of the contract and identification number, as given in the Bid Data Sheet for the Accepted Contract Amount of the equivalent of amount in words and figures and name of currency, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the purchaser]* (hereinafter "the Purchaser"), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (e) the General Conditions of Contract;
 - (f) the Schedule of Supply; and
 - (g) any other documents shall be added here.¹

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

¹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Performance Security

*Bank's name, and address of issuing branch or office*¹

Beneficiary: *Name and address of the purchaser*

Date: *Insert date (as day, month, and year)*

Performance Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called "the Supplier") has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of goods and related services*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*². (*amount in figures*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of,³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁴

.....
Signature(s) and seal of bank (where appropriate)

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.

- ¹ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
- ² The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.
- ³ Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
- ⁴ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.