

Tender No: JMRC/O&S/RS/2019-20/NIB/003

Bid Price Rs.118



BID DOCUMENT

TENDER FOR "PROCUREMENT OF FULL SERVICE BRAKE RELAY
(FSBR) FOR METRO TRAIN RS-8"

Jaipur Metro Rail Corporation Limited

Directorate of Operations & Systems

Admin Building, Mansarovar metro train depot,

Bhriagu path, Mansarovar Jaipur – 302020

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

Email: mgrrs3@jaipurmetrorail.in



Signature of Authorized Signatory

Page 1-1 of 30

TABLE OF CONTENTS

1	NOTICE INVITING TENDERS	4
2	INSTRUCTION TO BIDDERS	6
2.1	Sale of Bidding/ Tender Documents.....	6
2.2	Cost of bid document and Bid Security/EMD.....	6
2.3	Changes in the Bidding Document	8
2.4	Period of Validity of Bids	8
2.5	Format and Signing of Bids	8
2.6	Sealing and Marking of Bids	8
2.7	Submission of Bid	9
2.8	Cost & Language of Bidding	10
2.9	Alternative/ Multiple Bids	10
2.10	Deadline for the submission of Bids.....	10
2.11	Late Bids	10
2.12	Opening of Bids	10
2.13	Selection Method	11
2.14	Clarification of Bids.....	11
2.15	Evaluation & Tabulation of Bids	11
2.16	Price/ purchase preference in evaluation:.....	12
2.17	Negotiations	13
2.18	Acceptance of the successful Bid and Issuance of Purchase Order	13
2.19	Procuring entity's right to accept or reject any or all Bids	14
2.20	Right to Vary Quantity.....	14
2.21	Performance Security Deposit.....	14
3	General Conditions of Contract.....	16
3.1	Terms & Conditions	16
3.1.1	Scope of Supply	16
3.1.2	Delivery	16
3.1.3	Warranty:	16
3.1.4	Inspection	16
3.1.5	Rejection	16
3.1.6	Payments	16
3.1.7	Liquidated Damages (LD)	17
4	SPECIAL TERMS AND CONDITIONS OF BID	18
4.1	Tenderers to Bid for all Items.....	18



4.2	Specifications of Equipments/Spares.....	18
4.3	Other Special Terms	18
5	TECHNICAL BID FORMATS AND DETAILS:.....	19
5.1	Form A: Form of Tender	19
5.2	Form: B Format of Bank Guarantee for Performance Security	21
5.3	Form C: Tenderer's Authorization Certificate {to be filled by the BIDDERS}	23
5.4	Form D: Self-Declaration {to be filled by the Tenderer}.....	24
5.5	Form E: Certificate Of Conformity/No Deviation {to be filled by the Tenderer}.....	25
5.6	Form:-F Grievance Redressal during Procurement Process.....	26
5.7	Form : G [See rule 83].....	28
5.8	Form:- H Bank Details for E-Payment.....	29
5.9	BILL OF QUANTITIES (BOQ)	30
	FINANCIAL BID FORM.....	30



[Handwritten signature scribble]

1 NOTICE INVITING TENDERS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed **Open Bid (single stage one envelope method)** for "PROCUREMENT OF FULL SERVICE BRAKE RELAY (FSBR) OF METRO TRAIN-RS08"

KEY DETAILS:

a)	Designation and address of inviting authority	Executive Director(Rolling Stock),JMRC JAIPUR
b)	UBN No.	
c)	NIB/Bid No	JMRC/O&S/RS/2019-20/NIB/003
d)	Name of Bid	Open Bid for "PROCUREMENT OF FULL SERVICE BRAKE RELAY (FSBR) OF METRO TRAIN-RS08"
e)	Cost of Bid Form	Rs. 118/- including 18% GST, Cost of Bid Form is not refundable(Refer clause 2.2)
f)	Estimated Cost Inclusive GST	Rs. 3,36,300/-
g)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 6,726/-(2 % of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.2)
h)	Performance Security	(5 % of the P. O. Amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.21)
i)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
j)	Tender Download Start Date / Time	From 09:00 Hrs. on 05.07.2019
k)	Date and Time of Pre Bid Conference	11:00 Hrs on 08.07.2019
l)	Venue of Pre Bid Conference	D10,Conference Room, Metro Train Depot, Mansarovar, Jaipur – 302020
m)	Last date for receiving queries/ clarifications	Up to 17:00 hrs on 08.07.2019
n)	uploading of reply to queries/clarifications	17:00 hrs on 10.07.2019
o)	Tender Submission start date/ Time	10:00 Hrs. on 11.07.2019
p)	Last Date & Time for Submission of Tender	11:00 Hrs. on 05.08.2019
q)	Time & Date of opening of Tender	12:00 Hrs. on 05.08.2019
r)	Venue of Submission and Opening of Tender	Room no. S-09, DCOS Building, Mansarovar metro train depot, Bhriгу path,Mansarover,Jaipur-302020
s)	Validity of Tender	90 days from the last date of submission of tender.
t)	Delivery of items	Within 60 days from the date of issue of "Purchase Order".
u)	Technical Capability:	
	a)	Bidder should have valid GST registration certificate and enclose GST certificate.
	b)	Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
	c)	Bidder should have experience of supplying of similar material to metro railways or Indian railways.



Note:

1. All bidders or their authorized representative may attend the opening of Bid.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. In case of any further details required, the same can be collected from the office Of Manager (RS)

Manager (Rolling Stock)

JAIPUR METRO RAIL CORPORATION LTD,
Mansarovar Metro Train Depot
Near Ganga Jamuna Petrol Pump
Bhrigu path, Mansarovar, Jaipur – 302020
Tel: **0141-2822100 Mob No. 7728895421**
Email: mgrrs3@jaipurmetrorail.in

A handwritten signature in blue ink, appearing to be a stylized name.

2 INSTRUCTION TO BIDDERS

2.1 Sale of Bidding/ Tender Documents

- 2.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents shall also be placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost on or before while submitting the bid to the procuring entity.
- 2.1.2 The bidding documents shall be made available to any prospective Bidders who pays the bid cost for it in cash or by bank demand draft, banker's cheque. Bid documents cost is not refundable.

2.2 Cost of bid document and Bid Security/EMD

- 2.2.1 The BID should be submitted in the prescribed Bid document, which may be purchased for Rs.118/- including 18% GST, by Cash or DD/Banker Cheque drawn in favour of JMRC, payable at Jaipur. The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in. In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted.
- 2.2.2 EMD can be deposited in the form of Demand Draft/ Bankers Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- 2.2.3 EMD shall be 2% of the estimated value of subject matter of procurement. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013. Proof of such exemption has to be submitted with the bid document.
- 2.2.4 The EMD of unsuccessful Tenderers shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 2.2.5 The EMD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the Tenderer fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - when the Tenderer does not deposit the performance security within specified period after the supply/ work order is placed; and
 - If the Tenderer breaches any provision of code of integrity, prescribed for Tenderers, specified in the bidding document.



- 2.2.6 Notice will be given to the Tenderer with reasonable time before EMD deposited is forfeited.
- 2.2.7 No interest shall be payable on EMD.
- 2.2.8 In case of the successful Tenderer, the amount of EMD may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Tenderer furnishes the full amount of performance security.
- 2.2.9 The procuring entity shall promptly return the EMD of the successful Tenderer after the earliest of the following events, namely:-
- a. the expiry of validity of Bid Security;
 - b. Issue of LOA for procurement and performance security is furnished by the successful Tenderer;
 - c. the cancellation of the procurement process; or
 - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.3 Changes in the Bidding Document

- 2.3.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Tenderer, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 2.3.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 2.3.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

2.4 Period of Validity of Bids

- 2.4.1 Bids submitted by the Tenderers shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- 2.4.2 Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Tenderers to extend the bid validity period for an additional specified period of time. A Tenderer may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Tender Security shall not be forfeited.

2.5 Format and Signing of Bids

- 2.5.1 The Tenderer shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.5.2 All pages the bid of shall be signed by the Tenderer or a person duly authorised to sign on behalf of the Tenderer, in token of acceptance of all the terms and conditions of the bidding documents. This authorization shall consist of a written confirmation as per "Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid. (As per clause 5.5)

2.6 Sealing and Marking of Bids

- 2.6.1 Single envelope shall: -
- Bear the name and complete address along with telephone/ mobile number of Tenderer;
 - Bear complete address of the procuring entity with telephone number, if any;
 - Bear the bid no. and bid name.
- 2.6.2 A single-stage single envelope selection method shall be adopted.
- 2.6.3 The complete bid document will be consist of following
- Proof of tender cost

- b) Proof of EMD.
- c) Bid Document - The bidder shall enclose duly signed and stamped, copy of the Bid Document and the Financial Bid (BOQ).Tenders, signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.

All applicable Annexure/Performa's shall be duly filled by the bidders as below:

S. No.	Documents Type	Document
1.	Bidding document Fee (Tender Fee)	Proof of submission
2.	Form of Tender	As per Form A
3.	Performance Security	Refer Form B
4.	Tenderer's Authorization Certificate	As per Form C
5.	Self-Declaration	As per Form D
6.	Conformity/No Deviation	As per Form E
7.	Grievance Redressal during Procurement Process	As per Form F
8.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	Form G
9.	Bank Details for E-Payment	Form H

2.7 Submission of Bid

- 2.7.1 The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as "CONFIDENTIAL" and "OPEN BID FOR PROCUREMENT OF FULL SERVICE BRAKE RELAY (FSBR) OF METRO TRAIN-RS08 ", addressed to:

Manager (Rolling Stock)

JAIPUR METRO RAIL CORPORATION LTD,
 Mansarovar Metro Train Depot
 Near Ganga Jamuna Petrol Pump
 Bhrigu path, Mansarovar, Jaipur – 302020
 Tel: 0141-2822100 Mob No. 7728895421
 Email: mgrrs3@jaipurmetrorail.in

and must be dropped in the Bid Box labelled for the purpose and kept at Office of Manager(Rolling Stock),Room no. S09, DCOS Building, Mansarover metro train depot, Bhrigu path, Mansarover, Jaipur-302020.



2.8 Cost & Language of Bidding

- 2.8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.8.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidders and the procuring entity, shall be written only in English/ Hindi Language. 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 English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.9 Alternative/ Multiple Bids

- 2.9.1 Alternative/ Multiple Bids shall not be considered at all.

2.10 Deadline for the submission of Bids

- 2.10.1 Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.

2.11 Late Bids

- 2.11.1 The person authorized to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- 2.11.2 Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the Tenderer.

2.12 Opening of Bids

- 2.12.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Tenderers or their authorised representatives, who choose to be present.
- 2.12.2 Envelopes shall be opened one at a time and the following details shall be read out and recorded: -
- the name of the Tenderer and whether there is a substitution or modification;
 - the bid prices (per lot if applicable);
 - the EMD, if required; and
 - Any other details as the committee may consider appropriate.





2.12.3 No bid shall be rejected at the time of bid opening except the late bids.

2.13 Selection Method

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

2.13.2 Single bid system, bid will be opened on scheduled time and date as per NIB. The contract will be award to most advantageous bidder of financial bid.

2.13.3 Tenderer shall quote price for each type of equipments.

2.13.4 The ranking of L1, L2, L3 etc, will be done on basis of least Cost for overall cost of equipments/spares .

2.13.5 Purchase Order will be given to one firm, based on quoted overall lowest rates in BOQ.

2.14 Clarification of Bids

2.14.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Tenderer for a clarification regarding its Bid. The committee's request for clarification and the response of the Tenderer shall be in writing.

2.14.2 Any clarification submitted by a Tenderer with regard to its Bid that is not in response to a request by the committee shall not be considered.

2.14.3 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 committee in the evaluation of the financial Bids.

2.14.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Tenderer, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

2.14.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.15 Evaluation & Tabulation of Bids

2.15.1 Preliminary Examination of Bids

2.15.1.1 The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. Bid is accompanied by bidding document fee, Tender Security.
- e. bid is unconditional and the Tenderer has agreed to give the required performance security; and
- f. Other conditions, as specified in the bidding document are fulfilled.



2.15.2 Determination of Responsiveness

- 2.15.2.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- 2.15.2.2 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- 2.15.2.3 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

2.15.3 Non-material Non-conformities in Bids

- 2.15.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- 2.15.3.2 The bid evaluation committee may request the Tenderer to submit the necessary information or document like GST certificate, PAN certificate , etc. within a reasonable period of time. Failure of the Tenderer to comply with the request may result in the rejection of its Bid.
- 2.15.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Tenderer under above.
- 2.15.3.4 The evaluation shall include all costs and all taxes and duties applicable to the Tenderer as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- 2.15.3.5 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least cost of overall items of equipments in financial bid.
- 2.15.3.6 In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity.
- 2.15.3.7 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

2.16 Price/ purchase preference in evaluation:

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

2.17 Negotiations

- 2.17.1 Negotiations may, however, be undertaken with the lowest Tenderer when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.
- 2.17.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.17.3 The lowest Tenderer shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Tenderer has received the intimation and consented to regarding holding of negotiations.
- 2.17.4 Negotiations shall not make the original offer made by the Tenderer inoperative. The bid evaluation committee shall have option to consider the original offer in case the Tenderer decides to increase rates originally quoted or imposes any new terms or conditions.
- 2.17.5 In case of non-satisfactory achievement of rates from lowest Tenderer, the bid evaluation committee may choose to make a written counter offer to the lowest Tenderer and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Tenderer, then to the third lowest or most advantageous Tenderer and so on in the order of their initial standing and work/ supply order be awarded to the Tenderer who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.17.6 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.18 Acceptance of the successful Bid and Issuance of Purchase Order

- 2.18.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 2.18.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- 2.18.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 2.18.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 2.18.5 The Tender Security of the Tenderers who's Bids could not be accepted shall be refunded soon after performance security is obtained from successful bidder.



2.19 Procuring entity's right to accept or reject any or all Bids

- 2.19.1 The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Tenderers as per RTPP Act and Rules.

2.20 Right to Vary Quantity

- 2.20.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Tenderer shall not be entitled for any claim or compensation.
- 2.20.2 Orders for extra items or additional quantities may be placed on the rates and conditions given in the contract and Rule 73 of RTPPR-2013. Delivery or completion period may also be proportionately increased.

2.21 Performance Security Deposit

- 2.21.1 Prior to delivery of equipments and within 30 days of date of purchase order, Performance security shall be solicited from successful Tenderer except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.21.2 The amount of performance security shall be 5% of the amount of supply order/ Purchase order in case of procurement of goods and services.
- 2.21.3 Amount to be paid of performance security will be informed to successful bidder at the time of Purchase order.
- 2.21.4 Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled bank;
 - Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Tender Security.
 - Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Tenderer and discharged by the Tenderer in advance. The procuring entity shall ensure before accepting the FDR that the Tenderer furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Tenderer concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.



- 2.21.5 Performance security furnished in the form specified in clause 2.21.4 [a] to [b] above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Tenderer, including warranty obligations.
- 2.21.6 Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- When any terms and condition of the contract is breached.
 - When the Tenderer fails to make complete supply satisfactorily.
 - If the Tenderer breaches any provision of code of integrity, prescribed for Tenderers, specified in the bidding document.
- 2.21.7 Notice will be given to the Tenderer with reasonable time before Performance Security deposited is forfeited.
- 2.21.8 No interest shall be payable on the Performance Security Deposit.

A handwritten signature in blue ink, appearing to be a stylized 'A' or similar character, located below a horizontal line.



3 General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Scope of Supply

3.1.1.1 Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the purchase order.

3.1.2 Delivery

3.1.2.1 Subject to the conditions of the contract, the goods should be delivered within 60 days from the Date of P.O or earlier.

3.1.2.2 If national holiday is being declared on tender due date then tender will be opened on next suitable working day.

3.1.2.3 The above material shall be delivered at Custody store section, Train maintenance Depot Mansarovar, Near -Ganga Jamuna Petrol Pump, Mansarovar -Jaipur-302020.

3.1.2.4 The Contractor shall arrange supplies within the stipulated time period.

3.1.3 Warranty:

3.1.3.1 Warranty Period: one year from the date of delivery of the equipments at delivery location as mentioned in clause 3.1.2.3.

3.1.4 Inspection

3.1.4.1 The Purchase Officer or his duly authorized representative shall inspect the material.

3.1.5 Rejection

3.1.5.1 Materials not approved during inspection or testing shall be rejected and will have to be replaced by the Contractor at his own cost within the time fixed by the Purchase Officer.

3.1.5.2 If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Contractor of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

3.1.5.3 The rejected articles shall be removed by the supplier/ Tenderer/ Contractor within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.

3.1.6 Payments

3.1.6.1 Advance Payment will not be made.



- 3.1.6.2 Payment Terms-100% payment after receipt and acceptance of material.
- 3.1.6.3 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 3.1.6.4 All remittance charges will be borne by the supplier/ Contractor.
- 3.1.7 **Liquidated Damages (LD)**
- 3.1.7.1 In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of material with the Tenderer has failed to supply/ install/ complete:-
- 3.1.7.2 delay up to one fourth period of the prescribed delivery period: 2.5%
- 3.1.7.3 delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- 3.1.7.4 delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- 3.1.7.5 delay exceeding three fourth of the prescribed period: 10%
- 3.1.7.6 Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 3.1.7.7 The maximum amount of liquidated damages shall be 10% of the contract value.
- 3.1.7.8 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- 3.1.7.9 Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Tenderer.

4 SPECIAL TERMS AND CONDITIONS OF BID

4.1 Tenderers to Bid for all Items

- 4.1.1 Tenderer may quote for all the items mentioned in the BOQ(Bill of Quantities). In case, a Tenderer does not quote for any item, the bid shall be summarily rejected.

4.2 Specifications of Equipments/Spares

- 4.2.1 Detail specification of equipments/spares is tabulated below:

(A) Technical specifications of the Full Service Brake Relay (FSBR)

Sl No	Product Description	Type
1.	Full Service Brake Relay (FSBR) Make-MORS SMITT	D8-U204-EKL, Gold Plated Contacts, 8 Pole & Rating 110V DC

(B) Scope of work:

Full Service brake Relay (FSBR) to be compatible with existing RS08 metro train

4.3 Other Special Terms

- 4.3.1 In case the Tenderer fails to supply the final deliverables within stated timelines, the LD as per clause "liquidated damage" would be applicable.
- 4.3.2 In case of any errors/ inaccuracies remain in supply and services even after the final approval of design from the purchaser then the Contractor has to take corrective actions on Tenderers part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the LD as per clause „liquidated damage" would be applicable.



5 TECHNICAL BID FORMATS AND DETAILS:

5.1 Form A: Form of Tender

Note: i. The Appendix forms part of the Tender

- ii. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix.

Name of Work: - **TENDER FOR "PROCUREMENT OF FULL SERVICE BRAKE RELAY (FSBR) OF METRO TRAIN-RS08"**

To

Executive Director (Rolling Stock)

JAIPUR METRO RAIL CORPORATION LTD,
3rd Floor, Admin Building,
Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020
Email: edrs@jaipurmetrorail.in

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Tenderers, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____ (Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Tender.
3. We undertake, if our Tender is accepted, to commence the works of the within 4 weeks of issue of the purchase order.
4. If our Tender is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Tender for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no





- agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
 10. We understand that you are not bound to accept the lowest or any tender you may receive.
 11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2019

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation



5.2 Form: B Format of Bank Guarantee for Performance Security

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "PROCUREMENT OF FULL SERVICE BRAKE RELAY (FSBR) OF METRO TRAIN-RS08" Tender No. JMRC/O&S/RS/2019-20/NIB/003 (here in after called "the contract") to M/s (Name of the Contractor) (here in after called "the Contractor").

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

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

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

This Guarantee is valid for a period of _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for sixty days beyond the completion of warranty period.

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

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

Signature of Authorized Signatory



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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2019 being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation :

I.D. No. :

Stamp/Seal of the Bank:

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

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address



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

To,

Executive Director (Rolling Stock)

JAIPUR METRO RAIL CORPORATION LTD,

3rd Floor, Admin Building,

Mansarovar metro train depot,

Bhrihu path, Mansarovar Jaipur – 302020

Email: edrs@jaipurmetrorail.in

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

_____ dated _____. He/she is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Tenderer: -Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

5.4 Form D: Self-Declaration {to be filled by the Tenderer}

To,

Executive Director (Rolling Stock)
JAIPUR METRO RAIL CORPORATION LTD,
3rd Floor, Admin Building,
Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020
Email: edrs@jaipurmetrorail.in

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, -

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

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

Thanking you,

Name of the Tenderer: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____

5.5 Form E: Certificate Of Conformity/No Deviation {to be filled by the Tenderer}

To,

Executive Director (Rolling Stock)
JAIPUR METRO RAIL CORPORATION LTD,
3rd Floor, Admin Building,
Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020
Email: edrs@jaipurmetrorail.in

CERTIFICATE

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

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

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

Thanking you,

Name of the Tenderer: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____





5.6 Form:-F Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is **CMD, JMRC, and JAIPUR.**

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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



5.7 Form : G [See rule 83]

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

Appeal No of.....

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

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
..... (Supported by an Affidavit).

7. Prayer:

Place.....

Date

Appellant's Signature



5.8 Form: H BANK DETAILS FOR E-PAYMENT

Beneficiary name :

Beneficiary Address :

Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	

Bank Details:

Bank Name:	
Branch Name and Address:	
Beneficiary A/C No.	Beneficiary A/C Type (Saving/Current):
Beneficiary A/c Name:	
Nine - Digit branch MICR Code:	
IFSC Code of the branch:	

Stamp & Signature of Authorized Signatory



5.9 BILL OF QUANTITIES (BOQ)

FINANCIAL BID FORM

S. No.	Description of Equipment	Estimated Qty/Job for one year (A)	Unit	Rate/Unit (INR) (B)	Total mount (INR) C=AXB	GST (INR)(D)	Gross Amount (INR) E=C+D
1.	Full Service Brake Relay (FSBR)-Mors Smitt Type No. D8-U204-EKL (8 contacts relay gold plated)	10	No.				
Total Amount (INR)including GST for one year							
Total Amount (in words):							

Note:

- (1) Bidders are advised to go through the detail specification of equipments/spares as per clause 4.2 before quoting the rates in BOQ.
- (2) The rates quoted shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation charges, packing charges and all other statutory duties etc; no other charges shall be paid by JMRC.
- (3) GST will be paid at rate applicable at the time of billing.
- (4) Bidders are advised to see and check the sample before quoting their rate. For seeing the sample, they may contact Manager (RS), Contact No.-7728895421

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

GST No.

