

Bid Price: Rs. 5900/-

JMRC/O&S/RS/2022-23/NIB/016



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LTD.

Directorate of Operations & Systems
Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020
Website: <http://transport.rajasthan.gov.in/jmrc>
Email: edrs@jaipurmetrorail.in

**Overhauling and Testing of Brake Calipers (including kit) for RS-08
Trains.**

BID DOCUMENT

Check sheet for document submission by Bidders with Bid Document

S. No.	Documents	Enclosed Yes/No	Remarks
(A)	To be deposited Physically at JMRC up to last date of submission of bid (In Original)		
i.	DD/proof of fee deposition for Bid cost in favour of Jaipur Metro Rail Corporation Ltd, Jaipur		
ii.	Proof of Processing Fee payable in favor of MD, RISL, Jaipur		
iii.	Proof of EMD/Bid security amount		
iv.	Notarized form A on non judicial stamp paper of Rs. 100/-		
(B)	Through Online Mode on Eproc.rajasthan.gov.in (Signed & Scan copy)		
v.	Complete, filled Bid document with seal and signed with any addendum/corrigendum/pre-bid meeting minutes of meeting if issued.		
vi.	Copy of GST Certificate & PAN Certificate with Seal and signed		
vii.	Cancelled Cheque for future payment reference(optional)		
viii.	Copy of LOAs / POs/Work Orders along with their individual work completion certificates mentioning Period of the contract, work completion date, name of the work and Amount paid for the contract		
ix.	The bidder should submit the work experience certificate completed similar works of Overhauling and Testing of Brake Calipers (including kit) for RS-08 Trains during last five financial years and the period ending last day of month previous to the one in which the Bids are invited in current financial year.		
x.	Any other document if bidder wants to submit		

The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid

NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID. Price bid should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.



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1. NOTICE INVITING BID

JMRC/O&S/RS/2022-23/NIB/016

Jaipur Metro Rail Corporation (JMRC) Ltd. invites on line open e-bids (Single- stage Single cover method) bidding process for "Overhauling and Testing of Brake Calipers (including kit) for RS-08 Trains"

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/2022-23/NIB/016
d)	Name of Work	"Overhauling and Testing of Brake Calipers (including kit) for RS-08 Trains"
e)	Approximate Estimated Cost of Work	Rs. 1,63,63,834/- (Including 18% GST)
f)	Cost of Bid Document (None-Refundable)	Rs. 5900/- including 18% GST, By cash or by bank demand draft, banker's cheque in favour of Jaipur Metro Rail Corporation Ltd., Jaipur
g)	Processing Fee	Rs.2000/- by Demand Draft / Bankers Cheque in favour of MD, RISL, Jaipur payable at Jaipur.
h)	Earnest Money Deposit (EMD) / Bid Security.	Bid Security shall be 2% (Rs. 3,27,277/-)of the estimated value (Refer Clause 2.3).
i)	Performance security	(2.5% of LOA 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 2.7)
j)	Online Bid Document Availability Period	From hrs of 18.02.2023 to 28.03.2023 1700 hrs 1300 hrs
k)	Websites for downloading Bid Document and subsequent clarification/ modification, if any	http://transport.rajabasthan.gov.in/jmrc www.sppp.rajabasthan.gov.in https://eproc.rajabasthan.gov.in
l)	Last date for receiving queries/clarifications BY Email/Post/hand	Up to 23.02.2023 at 1700 hrs
m)	Up loading of Remarks of Metro Administration to the Issues raised by Bidders BY Email/Post	Up to 27.02.2023 at 1700 hrs
n)	On line submission start date & time	On 28.02.2023 at 0900hrs
o)	Last Date & Time of online submission of Bid	On 28.03.2023 at 1500 hrs
p)	Venue and Last Date of Physical Submission of Bid Cost, Bid Security, Processing Fee and Notarized form A on non judicial stamp paper of Rs. 100/-	On 28.03.2023 at 1500 hrs. Room no. S09, DCOS Building, Metro Train Depot, Mansarovar, Jaipur – 302020
q)	Time & Date of Opening of Online Bid	On 28.03.2023 at 1530 hrs.



r)	Validity of Bid	90 days from the last date of submission of Bid.
s)	Contract Period	Two Years from the date of issue of LOA (Letter of Acceptance)
t)	<p>Eligibility Conditions</p> <p>a) Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.</p> <p>b) Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.</p> <p>c) <u>Work Experience</u>: The bidder firm should have satisfactorily completed similar works of Overhauling and Testing of Brake Calipers for Metro Trains during last five financial years and the period ending last day of month previous to the one in which the Bids are invited in current financial year AND should be either of the following:</p> <ol style="list-style-type: none"> Three similar completed contracts each of contract value not less than 40% of estimated cost OR Two similar completed contracts each of contract value not less than 50% of estimated cost OR One similar completed contracts each of contract value not less than 80% of estimated cost. <p>d) <u>Financial Standing (Annual Turnover)</u>: The average annual turnover of applicant during last three audited financial years should not be less than 40% of estimated cost. To substantiate the Annual Turnover, Contractor needs to submit the Chartered Accountant (CA) Certificate.</p> <p>Note:</p> <p>I. <u>Bidder is required to submit the details as per Form along with supporting documents:</u> The Bidder shall attach copy of LOAs / POs/Work Orders along with their individual work completion certificates issued by the authorized signatory preferably on their letter head of the contract/work awarding agency, mentioning Period of the contract, work completion date, name of the work and Amount paid for the contract, BOQ.</p> <p>II. <u>Definition of similar works:</u></p> <ol style="list-style-type: none"> The works completed here shall mean having physically completed that particular work. The bidder firm should have work experience of successful completion of Contract related to Supply /Installation/ Testing and Commissioning/ maintenance/ repairing/Non Comprehensive Annual Maintenance Contract /Annual Maintenance Contract of Overhauling and Testing of Brake Calipers for Metro Trains related work at any Central Govt. Department /State Govt. Department /PSUs of Central or any state Govt./ Any Metro Rail Projects in India/ Indian Railways or it's PSU's/ Autonomous body of Any Govt. <p>e) Firm shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). Firm shall submit an undertaking to this effect as per Form A.</p>	
u)	<p>Bank Account details should be attached with bid document by bidder on their letter-head duly signed and stamped or should be supported with one copy of cancelled cheque. (Form J: Bank details)</p>	

- v) The complete bid document can be downloaded from the state e-procurement Website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal i.e., www.sppp.raj.nic.in
- Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright

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

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 down loaded 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. If same firm/company quoted bid more than one at different branches for bidding process, all such that bid will be rejected as per Rule 81 of RTPPR, 2013.
4. In case of any further details/clarification required, the same can be collected/clarified from the office of Manager(RS)

Office of Manager (Rolling Stock),
Room no. D-05, Workshop Building,
Mansarovar metro train depot, Bhrigu path, Mansarovar, Jaipur-302020
Mob. No.-7728895707, Email: mgrrs3@jaipurmetrorail.in

NOTE: - Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC.
The Contract is governed by latest RTPP Rule, 2013. Bid has been prepared and submitted in accordance with the instructions given herein.

Signature of Authorized Signatory of Bid



2. INSTRUCTIONS TO BIDDER

2.1 GENERAL

Online Bid is invited for the Bid No. JMRC/O&S/RS/2022-23/NIB/016 towards **"Overhauling and Testing of Brake Calipers (including kit) for RS-08 Trains"** by Jaipur Metro Rail Corporation Limited hereinafter called the 'Employer', for Goods/Services/Works in accordance with this Bid Package. The Bid consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

- (i) Notice Inviting Bid
- (ii) Instructions To Bidder (ITB)
- (iii) Special Conditions of Contract (SCC) and Scope of Work
- (iv) Formats forming part of technical bid
- (v) Financial Bid - Bill of Quantities

Bids shall be prepared and submitted in accordance with the instructions given herein. This bid is under RTPP Act 2012 & RTPP Rules, 2013.

2.2 BID DOCUMENTS

1.1.1 CONTENTS OF BID DOCUMENTS

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

2.3 SUBMISSION OF BIDS

COST OF BID DOCUMENT AND BID SECURITY /EMD

1. The BID should be submitted in the prescribed Bid document, which may be purchased, cost of bid document as specified in NIB by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., 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 or www.eproc.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. The cost of the Bid document is non-refundable.
2. EMD can be deposited in the form of Demand Draft/ Bankers Cheque of amount defined in NIB key details "clause-h" drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
3. Bid security 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.

4. The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
5. The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a) When the bidder withdraws or modifies its bid after opening of bids;
 - b) When the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - c) When the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - d) If the Bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
6. Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
7. No interest shall be payable on the Bid Security (EMD).
8. In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security.
9. The procuring entity shall promptly return the Bid Security of the successful Bidder 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 Bidder;
 - c) The cancellation of the procurement process; or
 - d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.4 DOCUMENTS COMPRISING THE BID

2.4.1 BID PACKAGE

An online single- stage Single cover selection procedure shall be adopted. The Bid is in single part, viz. Techno-Financial Bid:

- 2.4.1.1 **TECHNICAL BID:** This Part should contain the Technical Bid consisting of a pdf copy of this Bid Document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

1. Bid cost, Bid Security/EMD and processing fee

- a. These original Instruments should be submitted as per venue and date defined in NIB

key details "clause-p" with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments.

- b. At the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.
 - c. Scanned copy of Bid cost, Bid Security/EMD and Processing Fee Instruments need to be submitted with the online Bid and these original instruments are to be submitted as per schedule.
 - d. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected.
 - e. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security/EMD) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be liable for rejection.
2. **Notarized Form-A:** scanned copy of Notarized Form-A on non-judicial stamp paper of Rs. 100 need to be submitted with the online bid and original copy of Notarized Form-A on non-judicial stamp paper of Rs. 100 are to be submitted as per schedule before last date of submission physically as mentioned in "clause P" of key details of NIB.
3. **Copy of the Bid Document** - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document except the Financial Bid (BOQ). Bids, digitally 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 digitally signed/ stamped by the bidders.

Documents as listed below:

- a. Notice Inviting Bid
- b. Instructions to Bidder
- c. Special Conditions of Contract
- d. Technical Specifications and Scope of Work
- e. JMRC's General Conditions of Contract

All such Annexure should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID. Price bid should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

2.4.1.2 FINANCIAL BID – BILL OF QUANTITIES

1. The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid Format as per Sample Format clause-7 -Financial Bid (BILL OF QUANTITIES) of Bid enclosed.

These prices should include all costs associated with the contract

2. Utmost care is taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:
 - a. Download format of financial bid in XLS format (Password protected file).
 - b. This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
 - c. Fill Bidder Name, Percentage rate (Less/ Excess) to the estimated cost in down loaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
3. Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
 - a. Documents to be submitted by the bidder under bid package have been described under the respective Clause. This list of documents has been prepared mainly for the convenience of the bidder and any omission on the part of the Employer shall not absolve the bidder of his responsibility of going through the various clauses in the bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

2.4.2 SUBMISSION OF PROPOSAL

2.4.2.1 PREPARATION FOR ONLINE SUBMISSION:

1. Online bids will have to be digitally signed and submitted in time on the website <http://eproc.rajasthan.gov.in>.
2. To participate in online bidding process, bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N code, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
3. The bidder should get him registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.
4. Deadline for Submission of Bids: - Bids shall be received online on website <http://eproc.rajasthan.gov.in> with uploading of all relevant documents not later than the time and date communicated by the department or extended date thereof.
5. The bids will be submitted online only at web site <http://eproc.rajasthan.gov.in>. In no case bid will be submitted physically.



2.4.2.2 ON LINE SUBMISSION:-

1. Bidder shall submit their bid in electronic format digitally signing the same. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Techno-financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form, E-bid Processing Fee, Bid Security declaration & Notarized Form-A on non-judicial stamp paper of Rs. 100). However, the original financial instrument for Cost of Bid Form, E-bid Processing Fee, Bid Security/EMD & Notarized Form-A on non-judicial stamp paper of Rs. 100 should be submitted in a sealed envelope physically/by post at the following address of JMRC by the scheduled date and time as per NIB.
**Office of Manager, Rolling Stock – Room no. S09,
DCOS Building, Metro Train Depot,
Mansarovar, Jaipur – 302020
Contact No.:- 7728895707, Email id: mgrrs3@jaipurmetrorail.com**
2. All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <http://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.
3. The documents listed in ITB along with the addenda uploaded till the date of bid submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid and documents shall be digitally signed.
4. The uploaded documents for technical-bid or bid fee or processing fee or any other document required for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.
5. Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialed and dated, may be liable to rejection.
6. Bids sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
7. The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

2.5 EVALUATION OF BID

1. The bid will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder's or their authorized representative's who may



choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also.

2. The bids shall be opened in one part both technical and financial bid will be opened at the same time and evaluated for the responsiveness of the bidders by the competent authority.

Preliminary Examination of Bids

- a. The contents of the documents of the individual bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness as per eligibility criteria and technical responsiveness. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.

- b. The ranking of L1, L2, L3 etc, will be done on basis of least Cost for overall items of financial BOQ.

2.6 NEGOTIATION

1. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself
2. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-

- a) When ring prices have been quoted by the bidders for the subject matter of procurement; or
- b) When the rates quoted vary considerably and considered much higher than the prevailing market rates.

3. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (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 bidder has received the intimation and consented to regarding holding of negotiations.

4. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder 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 bidder, then to the third lowest or most advantageous bidder and soon in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.

In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

2.7 AWARD OF CONTRACT & PERFORMANCE SECURITY DEPOSIT

1. The Employer will award LOA to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents.
2. The successful Bidder shall submit a Performance Security Deposit equal to 2.5% of LOA, in the form of Demand draft/FDR or Bank Guarantee from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd within 30 days from the date of issue of LOA.
3. The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security provided in this Volume shall be used.
4. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 3 years (2 Years of contract period and 1 year for warranty period) 60 days beyond the date of completion of validity and all contractual obligations of Agency.
5. If the Bidder fails to deposit the required Performance Security Deposit, such failure will be treated as a breach of the terms and conditions of the bid and will result in forfeiture of the Earnest Money/Bid Security, in part, or in full at the discretion of the Procuring Entity. This failure shall also result in cancellation of bid.
6. Performance Security will be returned after completion of all contractual obligations of the Bidder.
7. No interest shall be payable on the Performance Security Deposit.

2.8 Additional Performance Security:-

- a. In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

- i. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - ii. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 - iii. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- b. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

2.9 SIGNING OF AGREEMENT

1. The Employer shall prepare the Agreement on non-judicial stamp as per stamp act, in the Performa, included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. One copy of the

Signature of Authorized Signatory of Bid



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Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

2. Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
 - a. Performance Security (Performance Guarantee)
 - b. Detailed Consortium or Joint Venture Agreement (duly signed and executed) Incorporating (if applicable):
 - i. Percentage Participation of each member/partner.
 - ii. Joint and several liability of the partners

3 GENERAL CONDITIONS OF CONTRACT

3.1 GENERAL Terms & Conditions

3.1.1 Contract Documents:

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.

3.1.2 Scope of Supply

Subject to the provisions in the bidding document and contract, the execution of complete scope of work shall be executed as specified in the purchase order/LOA which will be issued by JMRC to the successful bidder.

3.1.3 Delivery

1. Subject to the conditions of the contract, the supply and services shall be executed within the time specified in the purchase order/LOA which will be issued by JMRC to the successful bidder.
2. The Tenderer shall lift normally one train set (All two types Brake caliper units) from nominated Engineer of JMRC in one lot. However, quantity of Brake caliper units per lot may be vary as per JMRC requirements.
3. Tenderer may note that there may be a gap of 1 to 3 months for availability of next lot of Brake caliper units depending upon the availability of Trains in the Depot. As such no extra charges will be payable to tenderer for above gap period. However decision of engineer incharge in this regards shall be final.
4. However, tenderer will be informed sufficiently in advance (10 days) about availability of Brake caliper units. The tenderer shall lift each lot of Brake caliper units within five working days from the date of intimation and shall return the lifted each lot of Brake caliper units after completion of required work (overhauling & testing) including test certificate, replaced item (that was replaced either mandatory or conditional basis), checklist etc. within a max of **four weeks (30 calendar days)** from the day of lifting.
5. The firm will ensure the delivery of tested Brake caliper units within specified time limit failing which action will be taken under the penalty clause.

3.1.4 Inspection

The Work executed shall be inspected by nominated JMRC staff. The documentary reports, work completion reports for the same is to be submitted to JMRC.

3.1.5 Termination

1. Termination for Default

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

- a. If the supplier/ Contractor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC; or
- b. If the supplier/ Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the supplier/ Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ Contractor commits breach of any condition of the contract.

2. If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.

3. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

Note: In addition to the conditions specified above, the approved GCC are applicable and available on the JMRC website. The successful bidder shall submit a declaration for acceptance of the terms and conditions mentioned the GCC.

3.1.6 Transportation:

The rate quoted in BOQ shall include the cost of transport of item including all incidental arrangements for safe transport of items.

3.1.7 Warranty:

1. The tenderer shall ensure a Warranty of 12 months for overhauled Brake caliper units from the date of receipt of overhauled Brake caliper units at respective depot of JMRC. The Brake caliper units failed within the Warranty/Guarantee period shall be overhauled again by the tenderer free of cost including to & fro charges of the Road transport. And warranty period will be extended from the date of receipt of re-overhauled of failed Brake caliper units i.e. 12 months as above. However, the warranty will be applicable only for poor quality of materials or or bad workmanship.

3.1.8 Price Fall Clause:

1. The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder

quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at anytime during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

2. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving those fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT

4.1 Bidders to Bid for all Items

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

4.2 Payment Terms and Penalty

- 4.2.1 If, the work is delayed beyond stipulated time period (30 calendar days) from the date of lifting of each lot of Brake caliper units, Liquidated Damages (L.D.) as per clause 4.2.2 below will be applicable. The engineer's decision in this regard will be final.
- 4.2.2 If material not supplied within contract period as mentioned in NIB, then contractor shall be held responsible for liquidated damages. The liquidated damages is compensation of loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to procuring entity may recover from the contractor, as agreed, the liquidated damages a sum equivalent to 0.5(one half) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10(Ten) percent of the value of delayed goods. However decision of procuring entity shall be final in this regard. The offer shall be unconditional and duly signed.
- 4.2.3 Advance Payment will not be made by JMRC.
- 4.2.4 Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- 4.2.5 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 4.2.6 All remittance charges will be borne by the supplier/ Contractor.
- 4.2.7 Payment of the work executed shall be made only when the work completed as specified in this bid, and the work is found to be satisfactory and accepted by the inspecting authority.
- 4.2.8 If bidder fails to submit performance security, execution of contract within specified time, no payment shall be made for the work, if any done after issuance of LOA/PO

4.3 Other Special Terms

- 4.3.1 Bidders are advised to carry out extensive survey and site visit and analysis at their own cost, before submitting the bid as per JMRC extent procedures and permission.
- 4.3.2 Accidents - It shall be the entire responsibility of the contractor to adopt all the safety measures in deploying personnel who are adequately trained in safety. If any accident occurs due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.
- 4.3.3 Contractor shall be responsible for insurance and safety of the labor involved in executing the scope of work of this BID.
- 4.3.4 The contractor shall insure JMRC's material, against all losses or damages during transit or otherwise, in the joint names of the Employer (JMRC) & contractor.
The amount of such insurance shall be the cost of Rs. 59,74,104/- for defective/ repairable couplers.
- 4.3.5 This insurance shall be valid from the handover of the material to contractor & this should be valid till the material is received at JMRC's designated depot after carrying out the work as per the scope of the contract.
- 4.3.6 The contractor shall furnish the insurance before lifting the material for undertaking the contractual work in hand.
- 4.3.7 The contractor shall make sure that no harm or damage is made to JMRC property and assets while executing the scope of work of this BID. The performance security/payment shall be forfeited or shall be refunded/ made only after making the adjustments for any such damage made by the contractor and his staff.

4.4 Variation

- 4.4.1 Procuring entity has the right to vary the quantity/period as per RTPPR-2013
- 4.4.2 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- 4.4.3 Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract.

5 SCOPE OF WORK:

5.1 Employer's Requirement

- 5.1.1 The tenderer shall execute the work i.e. overhauling & testing of Brake caliper units with parking brake & without parking brake of RS-8 JMRC Trains and submit test report with fit/not fit mark.

5.1.2 The detailed break up of activities and sub-activities with proposed distribution of responsibilities between JMRC and Tenderer will be as under:

S. N.	Description	Responsibility
1.	Planning and placement of train in workshop	JMRC
2.	Removal of Brake caliper units from car and Marking of id number on brake caliper units	JMRC & Tenderer
3.	Provision of Suitable lockable boxes/containers with internal fixing arrangement of Brake caliper units for transportation(if required)	Tenderer
4.	Packing & Loading of Brake caliper unit boxes/containers in truck at JMRC depot	JMRC & Tenderer
5.	Transportation of Brake caliper units from JMRC depot to tenderer's premises for testing.	Tenderer
6.	Stripping and Cleaning of Brake caliper units	Tenderer
7.	Overhauling & Testing of Brake caliper units on test bench (submit calibration report of test bench)	Tenderer
8.	Test report of each with final result of Fit /Not fit	Tenderer
9.	Packing and transportation of Brake caliper unit to JMRC's depot	Tenderer
10.	Unloading of tested Brake caliper units at JMRC depot	JMRC & Tenderer
11.	Mounting of Brake caliper units on cars	JMRC & Tenderer
12.	Testing of train on test track/main line	JMRC

5.2 Brief Scope of Work

5.2.1 The tenderer shall execute the work i.e. "overhauling & Testing of Brake caliper units of RS-8 JMRC Trains and submit test report with fit/not fit mark" including all man power, overhauling kit, machine, tools, transport etc.

5.2.2 This contract is for testing of Brake caliper units of 320 Nos. different Types of Brake caliper units (Brake caliper unit with parking brake & without parking brake) of RS8 JMRC Trains. The quantity of Brake caliper units may vary as per requirements of JMRC.

5.2.3 Details of Brake caliper units are as given below:

S.N	Type of Brake caliper unit	Make /model no	Total (in Nos.)	Remarks
1	Brake caliper unit without parking brake(I185132/24MX)	Knorr-bremse	160	
2	Brake caliper unit with parking Brake(I185133/57124MX)	Knorr-bremse	160	

- 5.2.4 During work of "overhauling & testing of Brake caliper units of RS-8 JMRC Trains and submit test report with fit/not fit mark", the following steps to be carried out by the tenderer.
- 5.2.5 Brake caliper units after removal from cars (with the help of tenderer) shall be offered by JMRC Engineer to the representative of the tenderer in assembled condition along with delivery note with Id number of each Brake caliper units & type of Brake caliper units.
- 5.2.6 Tenderer shall provide the Suitable lockable boxes/containers/stands with fixing arrangement for Brake caliper units (if required).
- 5.2.7 Packing of Brake caliper units in stands/boxes/containers and loading of Brake caliper units stand/boxes/containers into the truck at JMRC's depot shall be arranged by the tenderer.
- 5.2.8 After loading in truck, the tenderer shall give acknowledgement receipt of Brake caliper units to JMRC Engineer through his authorized representative.
- 5.2.9 The working time for the packing and transportation of Brake caliper units from the JMRC's depot will be between 09.00 am to 05.30 pm with half an hour lunch break in between on all working days.
- 5.2.10 The freight charges both ways of the road transport from JMRC depot to Tenderer's workshop and back will be borne by the tenderer at their own cost and the same will be billed to the JMRC as per accepted bill of quantity.
- 5.2.11 Unloading of Brake caliper units from the truck at the tenderer's work will be arranged by the tenderer at their own cost.
- 5.2.12 The Overhauling & testing of Brake caliper units (All two types) of RS8 trains will be carried out by tenderer for 10 train sets (4 cars) subject to follow the procedure as mentioned in OEM(KBI) brake manual. Packing of all tested Brake caliper units will be in suitable wooden pallets/boxes/stands. Loading of tested Brake caliper units (accepted/rejected) in the truck at the tenderer work center will be arranged by the tenderer at their own cost.
- 5.2.13 Unloading of the boxes/containers of the overhauled/rejected Brake caliper units from the truck at JMRC Depot shall be arranged by Tenderer at their own cost. After unloading from truck at JMRC depot, the nominated Engineer of JMRC shall give acknowledgement receipt of tested Brake caliper units (accepted/rejected) on the basis of test reports, physical conditions and fulfilment of standard parameter on delivery of the same by the authorized representative of tenderer.
- All Statutory and Safety requirements as per law for the workers deployed by tenderer during the execution of testing/transportation shall be the responsibility of tenderer either inside or outside the boundaries of JMRC premises.

5.3 Testing Procedure:

5.3.1 Test Content for Brake caliper units:-

5.3.2 (A) Brake caliper unit without parking brake (II85132/24MX)

S.No.	Test name	Parameter	Nominal value	RESULT

1	Mating Dimensions	Sizes & positions of air connections	Ok/Not ok	
2	Pressure Test	Charging service Brake 8.0 bar for 10 sec.	Ok/Not ok	
3	Leakage Test	Pressure drop service brake from 7.0 bar in 120 second	$\Delta p \leq 0.02$ bar	
4	Test of slack adjuster mechanism	1)Maximum distance between pad holder fastening bolts	≥ 278.0 bar	
		2)Max. Adjustment capacity N	≥ 83.0 mm	
		3)resetting Torque	10...20 Nm	
		4)Automatic slack adjustment	≥ 5.5 mm	
		5)Pad clearances	2.0....4.0 mm	
5	Test of clamping forces	Service brake force per side SBC=5.0 \pm 0.1 bar	25.7....29.5KN	
6	Maximum stroke test	1)Total return stroke service brake	≥ 11.0 mm	
		2)Ease of movement	≤ 150 N	
7	Insulation Test	Certification existing	Yes/No	
	Final evaluation		Ok/Not OK	

5.3.3 (B) Brake caliper units with parking brake (II85133/57124MX)

S.No.	Test name	Parameter	Nominal value	RESULT
1	Mating Dimensions	Sizes & positions of air connections	Ok/Not ok	
2	Pressure Test	1)Charging service Brake 8.0 bar for 10 sec.	Ok/Not ok	
		2)charging spring actuator 12.0 bar for 10 sec.	OK/Not ok	
3	Leakage Test	1)Pressure drop service brake from 7.0 bar in 120 second	$\Delta p \leq 0.02$ bar	
		2) Pressure drop spring actuator	$\Delta p \leq 0.02$ bar	

		from 0.8 bar in 120 second		
		3)pressure drop spring actuator from 8.0 bar in 120 sec.	$\Delta p \leq 0.02$ bar	
4	Test of slack adjuster mechanism	1)Maximum distance between pad holder fastening bolts	≥ 278.0 bar	
		2)Max Adjustment capacity N	≥ 83.0 mm	
		3)resetting Torque	10...20 Nm	
		4)Automatic slack adjustment	≥ 5.5 mm	
		5)Pad clearances	2.0....4.0 mm	
5	Test of clamping forces	1)Service brake force per side SC=5.0 \pm 0.1 bar	25.7....29.5KN	
		2) Brake force per side while SC=SA=0 bar	≥ 29.6 KN	
6	Additional force test	1)Actuation force auxiliary release gear	100....250N	
		2)clamping force after auxiliary release	0....0.2KN	
		3)Retraction force auxiliary release gear	≥ 60 N	
7	Maximum stroke test	1)Total return stroke service brake	≥ 11.0 mm	
		2)Total return stroke spring actuator	≥ 8.0 mm	
		3)Ease of movement	≤ 150 N	
8	Insulation Test	Certification existing	Yes/No	
	Final evaluation		Ok/Not OK	

5.4 OVERHAULING: - 3)Retraction force auxiliary release ≥ 60 N

Overhauling will be according to OEM (KBI) maintenance work instruction: RS8 3C-80316-01 & 3C-80316-02.

5.5 Technical specification

Sr. No.	Description of item	Quantity	Contract Period
1.	Brake caliper unit without parking brake (II85132/24MX, Make/model-Knorr-bremse.	160 Nos.	TWO YEARS
2.	Brake caliper unit with parking brake (II85133/57124MX, Make/model-Knorr-bremse.	160 Nos.	

6 FORMATS FORMING PART OF TECHNICAL BID

JMRC/O&S/RS/2022-23/NIB/016

INDEX	FORM
Affidavit	A
Form of Bid	B
Format of Bank Guarantee for Performance Security	C
Pro forma for Statement of Deviations	D
Form of Agreement	E
Form of Power of Attorney	F
Form of Self declaration	G
Form of Code of Integrity	H
General Information	I
Bank Details for E- Payment	J
GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS	K



6.1 Form: A- AFFIDAVIT

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

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

I (Name and designation)** appointed as attorney/authorized signatory of the tenderer (including its constituents), M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No..... of Jaipur Metro Rail Corporation Ltd., do hereby solemnly affirm and state on the behalf of tenderer including its constituents as under:

1. I/We the tenderer(s) am/ are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender document from Jaipur Metro Rail Corporation Ltd. website sppp.rajasthan.gov.in and printed the same. I/we have verified the contents of the printed document from the website and there is no addition, on deletion or no alteration to the contents of the tender document in case of any discrepancy noticed at the stage i.e.; evaluation of tenders, execution of work or final payment of the contract, the master copy available with the JMRC administration shall be final and binding upon me/us.
4. I/ we declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
6. I/ we certify that I/ we are not blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU).
7. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
8. I/we understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of tender EMD besides suspending of business for one year. Further, I /we (insert name of the tenderer) **and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if any of the certificates submitted by us are found to be false/forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance guarantee besides any other action provided in the contract.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER
VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Date:

**The contents in italics are only for guidance purpose. Details as appropriate are to be fill in suitably by tenderer. Attestation before Magistrate / Notary Public.

6.2 Form: B FORM OF BID

Note:

- I. The Appendix forms part of the Bid.
- II. Bidder is required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: **Overhauling and Testing of Brake Calipers (including kit) for RS-08 Trains**

To

Executive Director (RS),
Jaipur Metro Rail Corporation Ltd.,
3rd Floor, Admin Building, Train Maintenance Depot,
Bhrigu path, Mansarovar, Jaipur – 302020
Email: edrs@jaipurmetrorail.in

1. Having visited the site and examined the General Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda 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 Bid.
3. We undertake, if our Bid is accepted, to commence the works as per date mentioned in "order to commence", of issue the procuring entity 'order to commence' and to complete the whole of the Works comprised in the Contract up to 12 months calculated from the date of issuance of LOA, as indicated in the Appendix.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with 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 Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.

Signature of Authorized Signatory of Bid



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9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2023

Signature

Name..... in the capacity of

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

Address

Date _____

Place _____

Name _____

Address _____

6.3 Form: C 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 **"Overhauling and Testing of Brake Calipers (including kit) for RS-08 Trains"** Tender No. JMRC/O&S/RS/2022-23/NIB/016 (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 at least sixty days longer than the Defect Liability Period).

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

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

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

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2023 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

6.4 Form: D PRO FORMA FOR STATEMENT OF DEVIATIONS

- 5.1.1 The following are the particulars of deviations from the requirements of the Instructions to Bidder", "General Conditions of Contract", "Special Conditions of Contract and Bid Specifications:

Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each Deviations

Signature of Bidder

Note

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
2. The Bidder shall indicate price adjustment against each deviation, which he shall like to add to the Bid price for withdrawing of his deviations if the same are unacceptable to the Employer.

6.5 Form: E AGREEMENT

- 5.1.2** This Agreement is made on the _____ day of _____ 2023 Between Executive Director(ROLLING STOCK),JAIPUR METRO RAIL CORPORATION LTD, 3rd Floor, Admin Building, Train Maintenance Depot, Bhriagu path Mansarovar Depot, Jaipur- 302020 herein after called "the Employer" of the one part and _____ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. "JMRC/O&S/RS/2022-23/NIB/016"contract for **"Overhauling and Testing of Brake Calipers (including kit) for RS-08 Trains"** of Rail/Metro Corridor of Jaipur MRTS Project hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSED as follows:

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

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

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

OBLIGATION OF THE CONTRACTOR

5.1.6 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

Name: _____

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

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

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



6.6 Form: F Power of Attorney for Signing of Bid

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney")to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid no. JMRC/O&S/RS/2022-23/NIB/016 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE ,
.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF.....,2023.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



6.7 Form : G Form of Self Declaration

To,

Executive Director (RS),
Jaipur Metro Rail Corporation Ltd.,
3rd Floor, Admin Building, Train Maintenance 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 Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____

6.8 Form: H Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

6.9 Form: I GENERAL INFORMATION

Notes:

- I. *Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.*
- II. *In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.*

1. Bidder Company details (in case of consortium, details of Lead Partner)

- (a) Name of Bidder Company:
- (b) Address of the corporate headquarters and its branch office(s), if any, in India:
- (c) Date of incorporation and/ or commencement of business:

2. Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

3. PAN Number (attach photocopy):

4. GST Reg. No (attach copy of the registration certificate):

5. Bank Account Details (for purpose of receiving payment from JMRC) :

- a. Name of the Account Holder:
- b. Name of the Bank:
- c. Branch Address:
- d. 9-digit MICR Code:
- e. Account type (SB, Current, Cash Credit A/c, etc.):

(Yes/No)

6. In the case of a consortium:

- a. Names of participating members / constituents



(a)

(b)

(c)

b. Address, telephone, Tele-fax and email of each members / constituent.

Registered Office

Office for correspondence

(a) _____

(b) _____

(c) _____

c. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).

d. Date and place of joint Venture/ Consortium Agreement.

e. Names and Addresses of Bankers to the Joint Venture/ Consortium

f. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.

g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

6.10 Form: J 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

Signature of Authorized Signatory of Bid

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6.11 Form: K GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is Dir (O&S), JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is MD, JAIPUR METRO RAIL CORPORATION, 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 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

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

Appeal Noof

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):

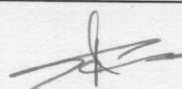
(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who

Signature of Authorized Signatory of Bid



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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

Signature

7 Financial Bid:

BOQ (Bill Of Quantity):

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder In Rs. P	TOTAL GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum of col (9) & (13) in Rs. P	TOTAL AMOUNT In Words
1	Labour charges for Overhauling of Brake caliper units (Service brake) (KB Part No: I85132/24MX)	160.00	Nos			0.00	0.00	INR Zero Only
2	Labour charges for Overhauling of Brake caliper units (Parking brake) (KB Part No: I85133/57124MX)	160.00	Nos			0.00	0.00	INR Zero Only
3	Cost of overhauling kit for service brake caliper (KB Part No: OPK03952)	160.00	Nos			0.00	0.00	INR Zero Only
4	Cost of overhauling kit for parking brake caliper (KB Part No: OPK04185)	160.00	Nos			0.00	0.00	INR Zero Only
5	Transportation charges From JMRC depot to contractor service centre & back to JMRC	10.00	Lot			0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only		

MODE OF PAYMENT:

- Lot wise bill should be submitted by tenderer as the work shall be executed in 10 lots of 16 brake calipers each (Parking and Service brake calipers)
- Payment of respective lot should be released in 30 days after fitment and trial of train at mainline for 15 days.

Signature of Authorized Signatory of Bid