

Tender No: JMRC/O&S/RS/2022-23/NIB/009(R1)

Bid Price Rs.118

BID DOCUMENT

OPEN BID FOR "PROCUREMENT OF TMS MEMORY BACK UP BATTERY (NI-MH, RECHARGABLE)".

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems
Workshop Building, Mansarovar Metro Train Depot,
Bhrigu Path, Mansarovar Jaipur – 302020
Website: <http://transport.rajasthan.gov.in/jmrc>
Email: gms@jaipurmetrorail.in

Signature of Authorized Signatory

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Check Sheet for Document Submission by Bidder with Bid Document

S. No.	Documents	Enclosed Yes/No	Remarks
(A)	Original		
i.	DD/proof of fee deposition for Bid cost in favor of Jaipur Metro Rail Corporation Ltd, Jaipur		
ii.	DD/Proof of EMD/Bid Security deposit in favor of Jaipur Metro Rail Corporation Ltd, Jaipur		
iii.	Complete, filled Bid document with seal and signed with any addendum/corrigendum/pre-bid meeting minutes of meeting if issued.		
iv.	Copy of GST Certificate & PAN Certificate with Seal and signed.		
v.	Copy of Purchase order/LOA of supplying either same or 3.6V battery to any Indian Metro system.		
vi.	Cancelled Cheque for future payment reference		
vii.	Any other document, if firm wants to submit		

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1 NOTICE INVITING TENDERS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed **Open Bid (Single Stage One Envelope method)** for "PROCUREMENT OF TMS MEMORY BACK UP BATTERY-(NI-MH, RECHARGEABLE)."

KEY DETAILS:

a)	Designation and address of inviting authority	General Manager (Rolling Stock), JMRC, JAIPUR
b)	UBN No.	
c)	NIB/Bid No	JMRC/O&S/RS/2022-23/NIB/009(R1)
d)	Name of Bid	Open Bid for "PROCUREMENT OF TMS MEMORY BACK UP BATTERY (NI-MH, RECHARGEABLE)."
e)	Cost of Bid Form	Rs. 118/- including 18% GST, Cost of Bid Form is not refundable (Refer clause 2.2)
f)	Estimated Cost	Rs.2,21,250/-(Including GST)
g)	Earnest Money Deposit (EMD)/ Bid Security	Rs. 4425/- (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	(2.5 % of the P. O. Amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee/FDR of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 2.19)
i)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc and www.sppp.rajasthan.gov.in
j)	Bid Document Availability Period	From 17.00 hrs of 09.01.2023 to 17:00 hrs of 07.02.2023
k)	Last date for receiving queries/ clarifications by Mail/ Post	Up to 17:00hrs on 14.01.2023
l)	Uploading of reply to queries/clarifications	Up to 17:00hrs on 18.01.2023
m)	Submission start date	09:00 Hrs on 19.01.2023
n)	Last Date for submission of Bid	14 : 00hrs. Dated 07.02.2023
o)	Time & Date of Opening of Bid	15: 00hrs. Dated 07.02.2023
p)	Venue of Submission and Opening of Tender	Room no. S09, DCOS Building, Mansarovar Metro Train Depot, Bhargu Path, Mansarovar, Jaipur-302020
q)	Validity of Tender	90 days from the last date of submission of tender.
r)	Delivery of items	Within 120 days from the date of issue of "Purchase Order".
s)	Technical Eligibility:	
	a)	Bidder should have valid GST registration certificate issued by competent authority.
	b)	Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
	c)	Bidder should submit the copy of Purchase order/LOA of supplying either same or 3.6V battery to any Indian Metro system.

Handwritten signature

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 GM(RS)

General Manager (ROLLING STOCK)
D-01, Depot Building,
Mansarovar Metro Train Depot
Bhrigu path, Mansarovar, Jaipur – 302020
Email: gmsr@jaipurmetrorail.in
mgrrs2@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 will be governed by RTPPR 2013. Tenders shall be prepared and submitted in accordance with the instructions given herein (with latest updates).
If any query about tender please contact to Manager (RS), Mob No. -+91-7728895716.



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 pay 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 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. 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.
- 2.2.2 EMD can be deposited in the form of Demand Draft/ Bankers Cheque of amount defined in NIB key details "clause-g" drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- 2.2.3 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.
- 2.2.4 The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 2.2.5 The Bid Security 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 bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - When the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

- 2.2.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.2.7 No interest shall be payable on the Bid Security (EMD).
- 2.2.8 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.
- 2.2.9 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 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 Period of Validity of Bids

- 2.3.1 Bids submitted by the Bidders 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.
- 2.3.2 Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Tender Security shall not be forfeited.

2.4 Format and Signing of Bids

- 2.4.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.4.2 All pages of the bid shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, 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 5.4)

2.5 Sealing and Marking of Bids

- 2.5.1 Bid will have to be signed and submitted in a sealed envelope clearly marked as FOR "PROCUREMENT OF TMS MEMORY BACK UP BATTERY (NI-MH, RECHARGEABLE)" NIB NO JMRC/O&S/RS/2022-23/NIB/009(R1)_____, DATE OF OPENING____ & TIME____, UBN NO_____.



2.5.2 A single-stage single envelope selection method shall be adopted.

2.5.3 The complete bid document will be consist of following

- a) 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.

2.5.4 The bidder has to submit the following documents along with signed and sealed on each page of bid document:

- a) Copy of GST registration certificate
- b) Copy of PAN Card
- c) Bidder should submit the Purchase order/LOA of supplying similar tool to any Metro/Railways system.

2.6 Submission of Bid

2.6.1 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 "PROCUREMENT OF TMS MEMORY BACK UP BATTERY (NI-MH, RECHARGEABLE)", addressed to:

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD
Depot Building, Mansarovar Metro Train Depot
Bhrigu path, Mansarovar, Jaipur – 302020

And the envelope must be dropped in the Bid Box labeled for the purpose and kept at

Office of Manager (Rolling Stock),
Room no. S-09, DCOS Building,
Mansarovar metro train depot, Bhrigu path, Mansarovar, Jaipur-302020
Mob. No.-7728895716, Email: mgrs2@jaipurmetrorail.in



2.7 Alternative/ Multiple Bids

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

2.8 Deadline for the submission of Bids

- 2.8.1 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.

2.9 Late Bids

- 2.9.1 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.
- 2.9.2 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 Bidder.

2.10 Opening of Bids

- 2.10.1 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 Bidders or their authorized representatives, who choose to be present.
- 2.10.2 Envelopes shall be opened one at a time and the following details shall be read out and recorded: -
- a. the name of the Bidder and whether there is a substitution or modification;
 - b. the bid prices (per lot if applicable);
 - c. the EMD, if required; and
 - d. Any other details as the committee may consider appropriate.
- 2.10.3 No bid shall be rejected at the time of bid opening except the late bids.

2.11 Selection Method

- 2.11.1 The Employer will carry out technical cum financial evaluation of submitted proposals to determine that the Bidder has a full comprehension of the work of the contract. Where a Bidder's technical submitter has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected.
- 2.11.2 For price evaluation of bid, the least Cost for items quoted for "PROCUREMENT OF TMS MEMORY BACK UP BATTERY (NI-MH, RECHARGEABLE)" will be considered.
- 2.11.3 The offers shall be evaluated and marked L1, L2, and L3 etc. L1 being the lowest offer quoting least cost of items in the financial bid.
- 2.11.4 Purchase Order may be given to one firm, based on individual lowest rate quoted for items.

2.12 Clarification of Bids

- 2.12.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
- 2.12.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.12.3 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.
- 2.12.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 2.12.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.13 Evaluation & Tabulation of Bids

2.13.1 Preliminary Examination of Bids:

- 2.13.1.1 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:-
- bid is signed, as per the requirements listed in the bidding document;
 - bid has been sealed as per instructions provided in the bidding document;
 - bid is valid for the period, specified in the bidding document;
 - Bid is accompanied by bidding document fee, Tender Security.
 - bid is unconditional and the Bidder has agreed to give the required performance security; and
 - Other conditions, as specified in the bidding document are fulfilled.

2.13.2 Determination of Responsiveness:

- 2.13.2.1 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.
- 2.13.2.2 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.
- 2.13.2.3 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.

2.13.3 Non-material Non-conformities in Bids:

- 2.13.3.1 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.
- 2.13.3.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, PAN certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 2.13.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.
- 2.13.3.4 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- 2.13.3.5 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.
- 2.13.3.6 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

2.14 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.



2.15 Negotiations

- 2.15.1 Negotiations may, however, be undertaken with the lowest Bidder 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.
- 2.15.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 2.15.3 The lowest Bidder 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 Bidder has received the intimation and consented to regarding holding of negotiations.
- 2.15.4 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.
- 2.15.5 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest 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 so on in the order of their initial standing and work/supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 2.15.6 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.16 Acceptance of the successful Bid and Issuance of Purchase Order

- 2.16.1 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.
- 2.16.2 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.
- 2.16.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 2.16.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.



- 2.16.5 The Tender Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

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

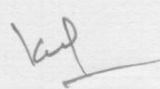
- 2.17.1 The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders as per RTPPR Act and Rules.

2.18 Right to Vary Quantity

- 2.18.1 Requirement of items may vary as per site requirement/availability and performance at same rate as accepted by JMRC, and this shall be at sole discretion of the procuring entity according to RTPPR-2013 Rule-73.
- 2.18.2 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.
- 2.18.3 Orders for extra items or additional quantities may be placed on the rates and conditions given in the contract or as per RTPPR. Delivery or completion period may also be proportionately increased.

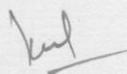
2.19 Performance Security Deposit

- 2.19.1 Prior to delivery of items and Performance security shall be solicited from successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- 2.19.2 The amount of performance security shall be 2.5% of the amount of supply order/ Purchase order in case of procurement of goods and services (1% for MSME enterprises as per RTPPR). Amount to be paid of performance security will be informed to successful bidder at the time of Purchase order/supply order.
- 2.19.3 Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. 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.
 - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking



from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- 2.19.4 Performance security shall be valid for a period of 60 days after the completion of all contractual obligations.
- 2.19.5 Performance security will have to be deposited within 20 days from the date of issuing of Purchase Order.
- 2.19.6 Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- a. When any terms and condition of the contract is breached.
 - b. When the Bidder fails to make complete supply satisfactorily.
 - c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 2.19.7 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 2.19.8 No interest shall be payable on the Performance Security Deposit.
- 2.19.9 Additional Performance Security:-
- 2.19.9.1 In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
- 2.19.9.2 Explanation: For the purpose of this rule,-
- i. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - ii. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 - iii. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- 2.19.9.3 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."



2.20 Terms & Conditions

2.20.1 Scope of Supply

- 2.20.1.1 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.

2.20.2 Delivery

- 2.20.2.1 Subject to the conditions of the contract, materials should be delivered within time as mentioned in NIB.
- 2.20.2.2 If national holiday is being declared on tender due date then tender will be opened on next suitable working day.
- 2.20.2.3 The above material shall be delivered at Custody Store section, Room no.-D20, Workshop building, Train maintenance Depot Mansarovar, Bhriku path, Mansarovar -Jaipur-302020.
- 2.20.2.4 The Contractor shall arrange supplies within the stipulated time period mentioned in NIB.

- 2.20.3 Warranty:** Minimum warranty period of each item must be 12 months from the date of acceptance of material.

2.20.4 Inspection

- 2.20.4.1 The Purchase Officer or his duly authorized representative shall inspect the material.
- 2.20.4.2 For testing and suitability, it will be confirmed after test run for 15 days in any metro train.

2.20.5 Rejection

- 2.20.5.1 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.
- 2.20.5.2 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.
- 2.20.5.3 The rejected articles shall be removed by the supplier/ Bidder/ 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.

2.20.6 Penalty

- 2.20.6.1 Rs 50/day for delay in supply beyond delivery period if extension period not approved by competent authority.
- 2.20.6.2 Delivery period may be extended with or without penalty if approved by competent authority on request of contractor.

Signature of Authorized Signatory

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3 SPECIAL TERMS AND CONDITIONS OF BID

3.1 Payment Terms and Schedule

- 3.1.1 Payment schedule: - 100 % payment of total value of P.O. would be made to the Contractor, after receipt and acceptance of material.
- 3.1.2 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 3.1.3 All remittance charges will be borne by the supplier/ Contractor.
- 3.1.4 Bills, correct in all respect, shall be submitted in the favour of JMRC, Jaipur with bank details in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment.

3.2 Other Special Terms

- 3.2.1 The rates quoted of items shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation/freight charges, packing & forwarding charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.
- 3.2.2 Consignee: JE/RS/Custody Store, Mansarovar Train maintenance Depot, Jaipur-Rajasthan.
- 3.2.3 JMRC's General conditions of contract shall be applicable.
- 3.2.4 In case the Bidder fails to supply the final deliverables within stated timelines, the Penalty as per clause "Penalty" would be applicable.
- 3.2.5 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 Bidders part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the Penalty as per clause "Penalty" would be applicable.



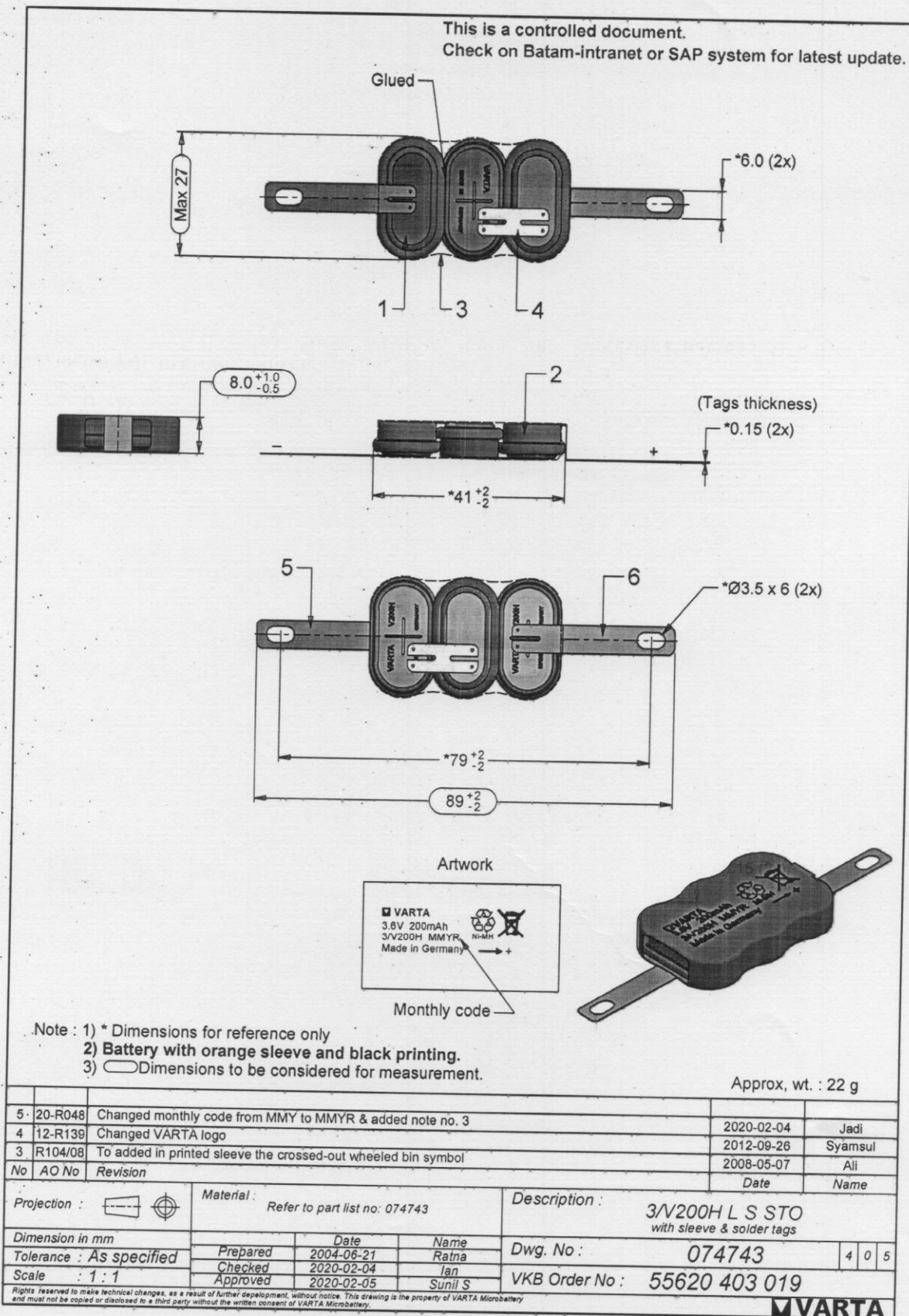
4 TECHNICAL SPECIFICATIONS:

4.1 Technical Specification of TIMS Memory Backup Battery

Sr. No.	Description	Detail
1	Make	VARTA
2	Rating	3.6v 200mAh
3	Model	3/V200H
4	Type	NI-MH , Rechargeable



4.2 Drawing



Signature of Authorized Signatory

5 TECHNICAL BID FORMATS AND DETAILS:

5.1 Form A: Form of Tender

Note: i. The Appendix forms part of the Tender

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

Name of Work: **BID FOR "PROCUREMENT OF TMS MEMORY BACK UP BATTERY (NI-MH, RECHARGEABLE)."**

To

General Manager (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD
D-01, Depot Building,
Mansarovar Metro Train Depot
Bhrigu path, Mansarovar, Jaipur – 302020
Email: gmsr@jaipurmetrorail.in

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. To be filled in BOQ only (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 supply the material within 120 days from the 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.

Signature of Authorized Signatory

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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..... 2023

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation

Signature of Authorized Signatory

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5.2 FORM: B 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 Regn. 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:

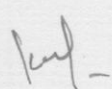
- a. Names of participating members / constituents

Signature of Authorized Signatory

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- (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?



5.3 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 "PROCUREMENT OF TMS MEMORY BACK UP BATTERY (NI-MH, RECHARGEABLE)." Tender No. JMRC/O&S/RS/2022-23/NIB/009(R1) (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).

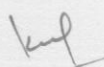
Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated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

Signature of Authorized Signatory

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5.4 Form: D PRO FORMA FOR STATEMENT OF DEVIATIONS

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

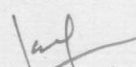
Signature of Bidder

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.

Signature of Authorized Signatory

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

To,

General Manager (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD
D-01, Depot Building,
Mansarovar Metro Train Depot
Bhrigu path, Mansarovar, Jaipur.- 302020
Email: gmsr@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 Bidder: - Verified Signature:

Authorized Signatory: -

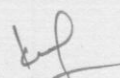
Seal of the Organization: -

Date:

Place:

Signature of Authorized Signatory

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5.6 Form F: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Director (RS) JMRC, JAIPUR.**

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

(1) Filing an appeal

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

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

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

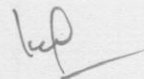
(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(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 © above shall also be placed on the State Public Procurement Portal.



5.7 Form- G 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

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Key -

5.8 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.

5.9 BILL OF QUANTITIES (BOQ)

FINANCIAL BID FORM

Bidder Name:

S. No.	Item Description	Required Quantity (A)	Rate/Unit without GST (INR) (B)	Amount without GST (INR) (C=AXB)
1.	TIMS Memory Back Up Battery Make- VARTA Rating-3.6v 200mAh Model Model -3/V200H Type- NI-MH, Rechargeable	100		
Amount without GST (INR)				
GST in Rs.@__%				
Total Amount Inclusive GST(INR)				
Total Amount Inclusive GST(INR) in Words:				

Note:

- 1) The rates quoted of items shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur 302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation/freight charges, packing & forwarding charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.
- 2) GST will be paid at rate applicable at the time of billing.
- 3) The material must be as per drawing as per clause 4.2.

Signature of firm's representative

(With seal of firm)

GST No.

Signature of Authorized Signatory

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