Bid Price: Rs. 1180/-

No.: JMRC/O&S/RS/2023-24/NIB/024



# BID DOCUMENT FOR "PROCUREMENT OF BATTERY BANK"

#### JAIPUR METRO RAIL CORPORATION LTD.

Directorate of Operations & Systems

Mansarovar metro train depot,

Bhrigu path, Mansarovar Jaipur – 302020

Website: <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a>

Email: <a href="mailto:dos@jaipurmetrorail.in">dos@jaipurmetrorail.in</a>

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#### 1.1 NIB

DEPARTMENT NAME: JAIPUR METRO RAIL CORPORATION (Rolling Stock)
OFFICE OF THE

Director (O&S),

4<sup>th</sup> Floor, Admin Building, Metro Train Depot Bhrigu Path, Mansarovar, Jaipur-302020 Email id- dos@jaipurmetrorail.in

NIB/ Rate Contract No.: JMRC/O&S/RS/2023-24/NIB/024

UBN No.: Date:

Bid Details- Jaipur Metro Rail Corporation (JMRC) Ltd. invites online open e-bids (Single Stage Two Part(Technical & Financial)) bidding process for "PROCUREMENT OF BATTERY BANK".

Particulars	Quantity		Processing fee or user charges	Estimated Cost Including GST	EMD/Bid Security
110V Nickel. Cadmium Battery Bank comprising of 80 nos. cells each of 250 AH capacity, Battery Type IEC 60623 KM 250 P along with its accessories		Rs. 1180/- including 18% GST(Non refundable) by Demand Draft / Bankers Cheque, payable in favor of Jaipur Metro Rail Corporation Ltd.	Rs. 2000/- (Non refundable) by Demand Draft / Bankers Cheque, payable in favor of MD, RISL, Jaipur.	Rs. 1,57,69,600/-	2 % of estimated cos amounting to INR 3,15,392/- only by Demand Draft / Bankers Cheque, payable in favor of Jaipur Metro Rail Corporation Ltd., jaipur

1.	Bid publishing Date & Time	28 / 05/2024, at 15: oohrs
Key Bid <b>Lifecycle</b> Dates	Document Download/Sale Date & Time	28/05/2024, at (5:00hrs
(other details provided in	Pre-Bid Meeting Date and Time	10/06/2024, at 11:00 hrs
Instruction to Bidders)	Place of pre bid meeting	11:00 hrs. On 10.06.2024 At JMRC Conference Hall, Room No. D10 Conference Hall, Train Maintenance, Mansarovar Depot,
	~ ~	Bhrigu Path, Mansarovar, Jaipur.302020



		Director (O&S), 4 <sup>th</sup> Floor, Admin Build Bhrigu Path,Mansarov	ding, Metro Train Depot ar,Jaipur-302020 netrorail.in, jgmrss@jaipurmetrorail.in
6.	Method  Scope of Bid		ational Open Competitive Bidding the Procuring
<ol> <li>4.</li> <li>5</li> </ol>	Performance Security Procurement	5% of Purchase order Amount in the foguarantee/FDR of a Scheduled Bank in payable at Jaipur.  National Open Competitive Bidding for	rm of Banker's Cheque/ Demand Draft/ Bank favour of "Jaipur Metro Rail Corporation Ltd."
3.	Bid Security/EMD money	Scheduled Bank of India and shall be s the original or extended validity period	Banker's Cheque/ Bank Guarantee from ubmitted with a validity of 30 days beyond d of the bid as per Rule 42(6) of RTPP Rules.
2.	Opening of Bids	Specific electronic bid opening proce portal shall be followed.	edure as specified on the e- procurement
		Delivery of items	90 days from the date of issue of Purchase Order
		Validity of Bid	90 days from the last date of submission of Bid.
		Date, time and Venue for opening of Financial Bid of Technically qualified bidders.	
		Date & Time of Opening of Online Technical Bid	02/07/2024 at 15:00 hrs
		Venue and Last Date of Physical Submission of Bid Cost, Bid Security and Processing Fee	Office Of Manager (Rolling Stock) Room No. S-09,DCOS Building Metro Train Depot, Bhrigu Path, Mansarovar,Jaipur-302020 Email id- mgrrs2@jaipurmetrorail.in Contact no: 7728895705
		Bid Submission Closing Date and Time	02/07/2024 at 13: o ohrs
		Online Bid Submission Start Date and Time	15 /06/2024 atog: 60hrs
		Up loading of Remarks of Metro Administration to the Issues raised in Pre-bid meeting	14/06/2024 upto 17:00hrs
		Last date of receiving query	10 / 06 /2024 up to 17:00hrs



		issues this Bidding Document for purchase of Fixed Quantity of Goods
7.	Bid Evaluation Method	Lowest Priced Bid Method (As per Section 27(a) of RTPP Act subject to Section 25 and Section 6(2) of RTPP Act).
8.	Bidding <b>Mechanism</b>	Bidding will be conducted via e-procurement portal.
9.	Detailed Bid Available on	State Public Procurement Portal (SPPP)- <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a> e-procurement portal- <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> - Detailed BOQ in MS Excel is made available.
		Department website <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> 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.
10.	Eligibility Conditions	<ol> <li>Bidder is required to provide proof of GST (Goods and Service Tax) Registration and PAN (Permanent Account Number).</li> <li>Bidder should have experience of satisfactory supply of similar items (supply of "Ni-cad" battery) to any Indian metro/ Indian railways. Necessary documents like, PO/proof of supply and performance Certificate of battery bank shall be submitted by the bidder.</li> <li>Work Experience: The bidder should essentially have experience of satisfactorily supply of similar items during last 5 years period ending last day of the month previous to the one in which the bids are invited should be either of the following:         <ul> <li>Three similar satisfactorily supply of similar items each costing not less than the amount equal to 40% of Estimated Cost. i.e., Rs. 63,07,840/-</li></ul></li></ol>
		<ul> <li>Indian railway"</li> <li>4. Financial turnover condition- The annual turnover of bidder during any one year from last 3 (three) audited financial years should not be less than 40% of the Estimated Cost.</li> </ul>
11	Key Notes	<ul><li>a) No conditional or partial or incomplete bid shall be accepted.</li><li>b) Price/Cost of bid document and processing fee or user charges once submitted shall not be refunded.</li></ul>
		Original Financial Instrument of Bid Cost, Bid Security and Processing Fee is to be submitted to Procuring Entity before bid opening date and time at the office of:  Manager (Rolling Stock)  Room No. S-09,DCOS Building, Metro Train Depot, Bhrigu Path, Mansarovar,Jaipur-302020, Contact no: 7728895705

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before the opening of the Bid either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents will be opened publicly before the online bid opening.

- c) Bids shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) by following the procedure for submission of bids including payment of price of bid document, processing fees or user charges, bid security, etc. as provided on the e-Procurement Portal, http://eproc.rajasthan.gov.in.
- d) The Procuring Entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids.
- The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing, any, or all bids.

**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 RTPP Rule 2013. Bid has been prepared and submitted in accordance with the instructions given herein (with latest updates).

If any query about tender please contact to JE (RS) at Mob No.-+91-7728895705

Director (O&S),

4<sup>th</sup> Floor, Admin Building, Metro Train Depot Bhrigu Path, Mansarovar, Jaipur-302020

Email id- dos@jaipurmetrorail.in, jgmrs@jaipurmetrorail.in





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File No.- JMRC/O&S/RS/2023-24/NIB/024

Date:

#### **NOTICE INVITING BID**

Bids for **PROCUREMENT OF BATTERY BANK** are invited from interested bidders up to 02 / 07/2024. Other particulars of the bid may be visited on the procurement portal (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> or <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>) of the state, and <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a>.

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ODIV.	***********************	 

Director (O&S), 4<sup>th</sup> Floor, Admin Building, Metro Train Depot Bhrigu Path, Mansarovar, Jaipur-302020 Email id- dos@jaipurmetrorail.in





#### 2. Instruction to Bidders

#### **Important Instruction:**

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the RTPP ACT] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the RTPP Rules] under the said ACT have come into force which are available on the website of State Public Procurement Portal http://sppp.rajasthan.gov.in. Therefore, the Bidders are advised to acquaint themselves with the provisions of the ACT and Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail. In clauses where references have been made of RTPP Act and RTPP Rules, Bidders are advised to look into the respective clause of RTPP Act and Rules for detailed guidance.

#### 2.1 General

Sr.No	Clause	Sub-Clauses
1.	Compliance with RTPP ACT & Rules	Bidder to ensure compliance with RTPP ACT & Rules, primarily following— The Government of Rajasthan requires compliance with the Code of Integrity' provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.  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. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.
	à	Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.
2.	Eligible Bidder and Supply	<ol> <li>A Bidder may be a natural person, private entity, government-owned entity.</li> <li>A Bidder shall have the nationality of India.</li> <li>A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.</li> <li>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP Rules and this Bidding document.</li> <li>Bidder is required to provide proof of GST (Goods and Service Tax) Registration and PAN (Permanent Account Number).</li> <li>Each Bidder shall submit only one Bid.</li> <li>Bidder should have experience of satisfactory supply of similar items to any metro railways. Necessary documents like, PO and proof of supply and performance Certificate shall be submitted by the bidder.</li> <li>Financial turnover condition- Financial turnover condition- The annual turnover of bidder during any one year from four audited financial years should not be less than 40% of the Estimated Cost.</li> </ol>





Sr.No	Clause	Sub-Clauses
3.	Contents of Bidding Document	The complete bidding document is made available for downloading from the website of State Public Procurement Portal. The prospective bidders who havedownloaded the Bidding Document from the website will have to pay the price of bid document and processing fees or user charges as prescribed in the NIB while submitting the Bidding Document on e-procurement portal. The Price of Bid Document and processing fees or user charges can be paid by bank demand draft, banker's cheque of a scheduled bank, or through eGRAS unless the procurement is reserved for any specific category of Bidders. The details of these payment shall be submitted electronically through State e-Procurement Portal, and the Demand Draft or bank demand draft, banker's cheque of a scheduled bank or the payment instruments as specified in the NIB shall be submitted in physical form at the
		Office of Manager (RS),
		Room No. S-09, Depot Building, Metro Train Maintenance Depot
		Bhrigu Path, Mansarovar, Jaipur-302020
		Email id- mgrrs2@jaipurmetrorail.in
		Contact No.:- 7728895705
4.	Key Timelines	Bid Publishing Date - 28 / 05/2024 at 15: ochrs
		Document Download / Sale Date -28/05/2024 at 15: ochrs
1.*		Pre-Bid Meeting Date - 10 / 06/2024 at II: oohrs
		Bid submission start Date - 15/06/2024 at 4: 6 phrs
		Bid Submission Closing Date and Time - 02/07/2024 at 13:00hrs
		Technical Bid opening Date and Time - 02/ 07/2024 at 15: pohrs
5.	Pre-Bid Conference	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document andwill also be placed on the State Public Procurement Portal as per RTPP Act 2012 Section 22 (iv) along with the clarification.
	8.42	Any modification to the Bidding Document that may become necessary because of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.
		Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

## 2.2 Preparation and Submission of Bids

#	Clause	Sub-Clauses





# Documents Comprising of Bids

The Bid comprise of two (02) covers, both covers must be submitted simultaneously.

First cover comprises of Technical Bid (*in PDF File*) and the second cover comprises of Financial Bid (*in Excel File*). Covers comprising the Technical Bid and Financial Bid shall be uploaded on e-Procurement portal.

Technical Bids (documents specified in Qualification Criteria) shall be in PDF format without any alteration in the format.

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:

- a) Tender cost, bid security and processing fee:
  - These original Instruments should be submitted with forwarding letter mentioning the NIT No., Name of Bid and particulars of these financial instruments.
  - ii. At the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.
  - iii. Scanned copy of Bid cost, Bid security and Processing Fee Instruments need to be submitted with the online tender and these original instruments are to be submitted as per schedule.
  - iv. 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.
  - v. If scanned copy of any or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security) 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.
- b) 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). Tenders, 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.

Technical Bid should not contain financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

#### 2. Bid Prices

Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Bidding Forms (Online BOQ Form).

Bid prices quoted should include all taxes, Insurance and Transportation Excluding GST Price quoted should be fixed.





3.	Documents Establishing the Qualifications of the Bidder	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified.
4.	Validity Period of Bid	90 days from the last date of submission of Bid.

### 2.3 Bid Security

#	Clause	Sub-Clauses
1.	Bid Security	<ol> <li>Bid Security amount will be 2 % amounting to INR 3,15,392/ Any exemptions or reduced amount of Bid Security as per notification issued by Government of Rajasthan from time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules.</li> </ol>
		2. Bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through e-GRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid in accordance with Rule 42 (6) of RTPP Rules.
		3. In case of submission of bid security in the form of BG, then the Bank Guarantee will be executed on stamp paper (of any state) of 0.25% of Bank guarantee amount.
		4. Bid Security of a Bidder lying with the Procuring Entity shall be dealt as per Rule 42(5) of RTPP Rules.
		5. The procuring entity shall promptly return the bid security as per Rule 42 (13) Of RTPP Rules.
		6. 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 as per Rule 42 (12) of RTPP Rules. No interest will be paid by the Procuring Entity on the amount of Bid Security.
		The latest instruction issued by Government of Rajasthan will be applicable for Bid. Security.





### 2.4 Format, Signing and Opening of Bid

#	Clause	Sub-Clauses
1.	Format and Signing of Bid	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/ type of file specified in <b>Qualification Criteria.</b> All the documents should be uploaded with the valid DSC of the Bidder.
		All pages of the bid shall be digitally signed by the Bidder or a person duly authorised to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents.
		In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in Non-Judicial Stamp Paper as per Form TECH-2 Power of Attorney for signing of Bid. An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bidisalsoacceptable and should be uploaded along with the Bid.
2.	Opening of Bids	Opening of Bids would be on date specified in NIB. The procedure for Bid opening will be as per e- Procurement Process.

### 2.5 Bid Evaluation

#	Clause	Sub-Clauses
1.	Clarification of Bid	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.
		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.
		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.
		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.
		All communications generated under this rule shall be included in the record of the procurement proceedings.





2.		
۷.	Responsiveness	The bid evaluation committee shall determine the responsiveness of a Bid on the
	of Bid	basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
		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.
		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.
		Non-material non-conformities in Bids are as defined in Rule 61 (1) of RTPP Rules and can be waived of as per Rule 61 (2) of RTPP Rules.
3.	Non-material non- conformities	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.
		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.
		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.
	az <u>a</u>	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;
		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.
		The members of bid evaluation committee shall give their recommendations regarding lowest bid or most advantageous bid and sign it.
4.	Preliminary Examination	To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules, if the Bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
5.	Evaluation of Financial Bid	For bids invited in lots the evaluation would be done for all the items put together. The items for which no rates have been quoted would be treated as zero and the total amount would be computed accordingly. The bidder who has quoted for partial quantity



		of any one or more lot(s) would be treated as non-responsive for that lot(s). Procuring Entity will award the contract to the lowest responsive bidder for that lot. If this Bid allows Bidders to quote separate prices for different lots (contracts), Procuring Entity will award the contract for each lot separately to the lowest responsive bidder for that lot
6.	Negotiations	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.
		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 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.
		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 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 ascepts the counter offer. This procedure would be used in
		to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.  In case the rates even after the negotiations are considered very high, fresh Bids
		shall be invited.

### 2.6 Award of Contract

#	Clause	Sub-Clauses	





1.	Acceptance and Award of <b>Contract</b>	<ol> <li>As per Rule 70 (5) of RTPP Rule 2013, the successful Bid is the Bid that meets the Evaluation and Qualification Criteria and has been determined to be substantially responsive and is the lowest evaluated.</li> <li>As per Rule 70 (6) of RTPP Rule 2013, prior to expiry of the validity period of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or official e-mail ID, that its Bid has been accepted.</li> </ol>
		3. As per Rule 70 (7) of RTPP Rule 2013, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid as per Rule 70 (8) of RTPP Rules.
2.	Procuring Entity's right to vary quantity	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules
3.	Performance Security	3.1 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 particula procurement or any class of procurement.
		3.2 The amount of performance security shall be 5% of the amount of supply order/ Purchase order in case of procurement of goods and services (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.
		<ul><li>3.3 Performance security shall be furnished in any one of the following forms: -</li><li>a. Bank Demand Draft or Banker's Cheque of a scheduled bank;</li></ul>
		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 a mentioned in the bidding document for Bid Security. In case of deposition of performance security in form of bank guarantee, then the Bank Guarantee will be executed on stamp paper (of any state) of 0.25% Bank guarantee amount.
		c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name procuring entity on account of Bidder and discharged by the Bidder advance. The procuring entity shall ensure before accepting the FDR the 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.



completion of contractual obligation. Performance security will have to be deposited within 30 days from the date of issuing of Purchase Order.

- 3.3.2 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.
  - If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 3.3.3 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 3.3.4 No interest shall be payable on the Performance Security Deposit.
- 3.3.5 Additional Performance Security:-
- 3.3.5.1 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.
- 3.3.5.2 Explanation: For the purpose of this rule,-
  - Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - 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.
- 3.3.5.3 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."





4.	Signing 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/PO, the successful bidder will be required to execute the Contract Agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.
		<ul> <li>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/PO: <ul> <li>a. Performance Security (Performance Guarantee)</li> <li>b. Detailed Consortium or Joint Venture Agreement (duly signed and executed)</li> <li>Incorporating (if applicable):</li> </ul> </li> </ul>
		<ul><li>i. Percentage Participation of each member/partner.</li><li>ii. Joint and several liability of the partners</li></ul>

### 2.7 Grievance Handling

#	Clause	Sub-Clauses
1.	Grievance Handling Procedure During Procurement Process (APPEALS)	As per clause 6.3.5 and 6.3.6

#### 2.8 Exclusive Jurisdiction

The Courts at Jaipur in Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods.

#### 3. Evaluation and Qualification Criteria

#### 3.1 Lowest Priced Bid Selection Method

- 3.1.1 Lowest Priced Bidselection method is the method for purchase for Goods where the selection will be based on price comparison to select lowest cost responsive bid. The Procuring entity will evaluate and compare the Bids that have been determined to be substantially responsive (clear-cut, pass—fail qualification criteria),
- 3.1.2 To be considered for opening of their financial Bid, Bidder needs to submit documents as per clause 3.1.11
- 3.1.3 The documents are listed in clause 3.1.11. If Bidderfails to submitthese documents, then further examination

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- of Bids shall not be done, and the Bid will be rejected.
- 3.1.4 After Bidder has submitted documents as required for Preliminary Examination, Bid will be examined for **Technical Qualification** based on the documents submission as listed and if required as listed.
- 3.1.5 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. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.
- 3.1.6 Financial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately by email. Bidders are also advised to keep abreast of the website for announcement of the date.
- 3.1.7 For price evaluation of bid, the least overall Cost for all item quoted will be considered.
- 3.1.8 The ranking of L1, L2, L3 etc., will be done on basis of Total Cost, with L1 being the Bidder whose Total Cost is the lowest, L2 being the second lowest and so on.
- 3.1.9 The contract will be award to most advantageous responsive bidder of financial bid subject to fulfillment of eligibility criteria.

#### 3.1.10 Preliminary Examination of Bids

- 1. Bidder has to submit Letter of Bid as per Bidding Form (Form TECH-1 Letter of Bid). In the Letter of Bid, the bidder is primarily confirming following:
  - a. Confirmation to supply as in accordance with the delivery schedule specified in Schedule of Supply.
  - b. Validity of bid as required in the Bidding Document. Bid validity period may be extended if required by committee.
  - C. Technical Parameter of the offer is in conformity with all the Technical Requirement of Bid and there is no deviation.
  - d. Confirmation that the Bidder fulfils all the eligibility criteria mentioned in bidding document.
    - e. Agree to submit Performance Security or Performance Security Declaration.
    - f. All other declarations mentioned in the Form TECH-1 Letter of Bid has been agreed without any deviation.
- 2. Bid is accompanied by bid security (in case of Bank Guarantee, use Form TECH-3 Bank Guarantee for bid security) In case the bid security is submitted via bank demand draft, banker's cheque of a scheduled bank or any other payment instrument allowed under NIB, the original copy of the same should be submitted physically prior to bid opening date. [Verification from documents submitted by the bidder].
- 3. Declaration by the Bidder under Section 7 (Qualification of *Bidder*), Section 11 (Code of integrity) of The RTPP Act. (Form TECH-5 Declarations by the Bidder)
- 4. Declaration by the Bidder that they have not been debarred by any other Procuring Entity/State Government under Section 46 of RTPP Act (Form TECH-5 Declarations by the Bidder)



#### 3.1.11 Essential Documents for Technical Examination

- a) Proof of registration of bidder, by submission of any of the following-
  - Any private company, registered/incorporated under 'Companies Act, 2013' or other applicable Laws of India (to submit valid certificate of incorporation), OR
  - Bidder may be a proprietorship firm (to submit valid Shop Establishment certificate),
     OR
  - Partnership firm (to submit Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership), OR
  - A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification of Incorporation), OR
  - Any Society registered under Societies Registration Act, 1860; or Trust registered under The Indian Trusts Act, 1882 (Society registration certificate issued by the office of the Registrar of Cooperatives)
- b) Bidder to submit copy of valid PAN card.
- c) Bidder to submit copy of GST certificate.
- d) Bidder has submitted documents/literature/data to demonstrate that the offered product meets the Technical Requirement as per Specification & Standards mentioned in Schedule of Supply for Bidders and Form Tech-8 Technical Specifications Compliance/Deviation
- e) In case sample is also submitted then Sample will also be examined whether it conforms to the requirements specified in Specification & Standards in Schedule of Supply for Bidders, prior to opening of Financial Bids.
- f) Copy of MSME (Udyog adhaar, Udyam registration, etc.) certification (if applicable)
- g) Any other certificate(s), required to be submitted, as per eligibility

#### 3.1.12 Additional Technical Evaluation, if required

Besides, Preliminary Examination and Technical Examination mentioned following additional documents/declaration needs to be submitted:

[Note- The following technical criteria is optional and on discretion of Procuring Entity

- a) The bid evaluation committee may waive any nonconformity in the bid that do not constitute material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.
- b) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts, PAN, etc.within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid.
- c) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the Information or documentation received from the bidder under sub-rule (2).
- 1. **Work Experience:** The bidder should essentially have experience of satisfactorily supply of similar items during last 5 years period ending last day of the month previous to the one in which the bids are invited should be either of the following:



Three similar satisfactorily supply of similar items each costing not less than the amount equal to 40% of Estimated Cost. i.e., Rs. 63,07,840/-

or

Two similar satisfactorily supply of similar items each costing not less than the amount equal to 50% of Estimated Cost. i.e., Rs. 78,84,800/-

OI

One similar satisfactorily supply of similar items each costing not less than the amount equal to 80% of Estimated Cost. i.e., Rs. 1,26,15,680/-

2. **Financial turnover condition-** The average annual turnover of bidder 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 last three years audited annual account certified by Chartered Accountant.

#### 3.2 Price Comparison

3.2.1 The Procuring Entity will compare the price bids, to select the lowest evaluated bid.

For bids invited in lots the evaluation would be done for all the items put together. The items for which no rates have been quoted would be treated as zero and the total amount would be computed accordingly. The bidder who has quoted for partial quantity of any one or more lot(s) would be treated as non-responsive for that lot(s). Procuring Entity will award the contract to the lowest responsive bidder for that lot. If this Bid allows Bidders to quote separate prices for different lots (contracts), Procuring Entity will award the contract for each lot separately to the lowest responsive bidder for that lot.

#### 4. Schedule of Supplyfor Bidders

[Note: This section contains the Specifications, the Drawings, and Supplementary Information that describe the Goods to be procured. This section should not contain commercial or contract conditions that are stipulated in other parts of the Bidding Document.

- 4.1.1 As per Section 12 (1) of RTPP Act, the description of the subject matter of procurement shall be set out in the bidding documents and shall
  - (a) be such as to meet the essential needs of the procuring entity;
  - (b) to the extent practicable-
  - (i) be objective, functional, generic and measurable;
  - (ii) set out the relevant technical, quality and performance characteristics;
  - (iii)not indicate a requirement for a particular trade mark, trade name or brand;
  - (c) be drawn up in accordance with guidelines as may be prescribed.

Section 12 (2) of RTPP Act mentions, where applicable, the technical specifications shall, to the extent practicable, be based on national technical regulations or recognized national standards or building codes, wherever such standards exist or in their absence, relevant International Standards may be used.

In case material to be procured cannot based on national technical regulations or recognized national standards or building codes, or\* relevant International Standards are not available, then in the description model number of well-established manufacturer of the product can be mentioned, but it should be also supplemented by mentioning similar



models of other manufacturers or at least similar word should be mentioned in the description so that a product which is similar or superior to the model mentioned in the description can be quoted by the Bidder.]

- 4.1.2 The material is to be supplied within days, as specified in NIB from the date of issue of purchase order.
- 4.1.3 The above material shall be delivered at Custody Store Section, Room no. D20,Train maintenance Depot, Bhrigu Path, Mansarovar –Jaipur-302020 to JE/Custody Store, Cont. no. 07728895713.
- 4.1.4 The P. O. amount is for final receipt of material at JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation charges, packing & forwarding charges etc; no other charges shall be paid by JMRC. GST will be paid at rate applicable at the time of billing.

#### 4.2 List of Goods

Item No.	Description of Goods	Unit of Measurement	Quantity	Location of Supplies	Tentative period of Supply
	110V Nickel Cadmium Battery Bank comprising of 80 nos. cells, each cell have nominal voltage 1.2V/cell, each of 250 AH capacity, Battery Type IEC 60623 KM 250 P along with its accessories.	Set	08	Jaipur	90 days from the date of issue of P.O.

### 4.3 Technical Specifications

- 1. The Capacity of battery should be 250 Ah @ 5 hr rate to end 1.00 V per cell.
- 2. The Battery offer consists of total 80 elements of IEC 60623 KM 250 P in single cell construction with Flame Retardant Polypropylene (PPFR-V0 Grade) material.
- 3. Type of electrolyte: Type E 13 with specific gravity 1.22 ± 0.01, a solution of Potassium hydroxide in D.I. water with lithium hydroxide as additive.
- 4. Electrolyte change shall not be required during the life of the battery.
- 5. Battery electrolyte capacity shall be such that the batteries will not require topping up more than once in a year.
- 6. Suitable interconnections shall be provided so that topping up of all the cells can be carried out using from a single point on battery box (20 cells with packing) compatible with JMRC water cart top up machine type number HBL 27-39-60.
- 7. Battery required must meet the following system requirement, as per table.

1. Nominal voltage of the system	110 V DC
2. Maximum System Voltage	137 V DC
3. End Cell Voltage	1.00 V
4. Number of cells	80 Nos
5. Boost charging voltage per cell	1.55 V DC
6. Charging voltage per cell	1.42 V DC



7. Operating temperature	-50-degree Celsius to 65-degree Celsius

#### 8. BATTERY INFORMATION:

Type of Cell	IEC 60623 KM 250 P	
No. of Cells in individual Battery	80	
No. of Crates assembly 4 cells as per annexure B	20	
No. of Battery Blocks connected in parallel	1	If no Battery connected in parallel, put 1

#### 9. TRAIN INFORMATION:

Working Days per year	365	Considered
Average speed in Km/hr	23	Considered
Train Service in hours/Day	18	Considered

#### **4.4 GENERAL SPECIFICATIONS**

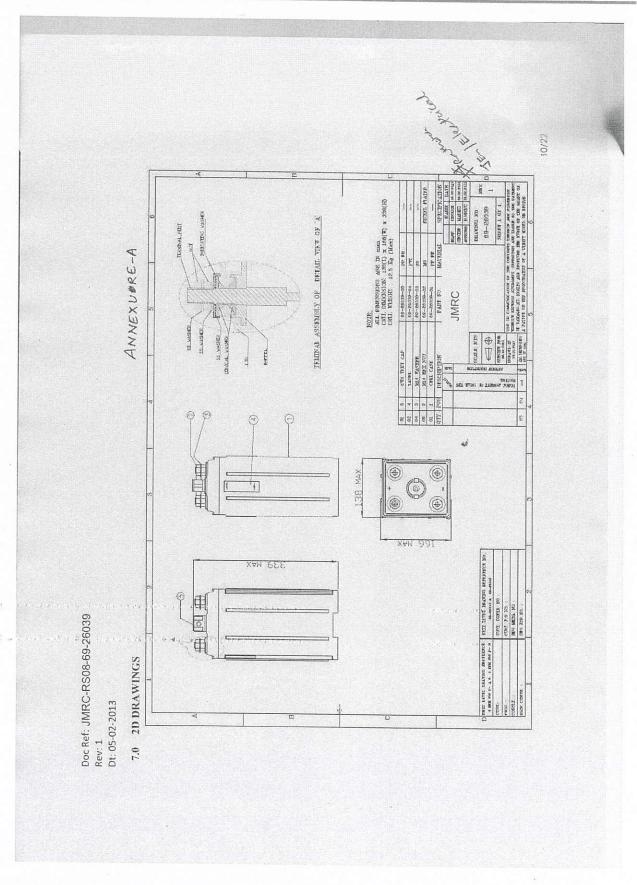
- 1. Battery set with 80 Nos. Ni-Cd battery cells with Inter cell connectors and central water filling system.
- 2. General arrangement as per attached drawing no.69-26039 (Annexure-A), drawing no.69-26040(Annexure-B)
- 3. Battery box drawing as per attached drawing no. 555-50002 AB (Annexure-C).
- 4. Crate material will be SS 304 or wooden.
- 5. All accessories including inter crate cable connector and flexible connectors.

Note: -

- a) Battery shall be rated and tested in accordance with IEC 60623, IEC 60993 and IEC 61373.
- b) Battery type: IEC 60623 KM 250 P.
- c). All NABL accredited reports, other test reports performed while meeting standards of IEC 60623, IEC 60993, IEC 61373 to be submitted at the time of delivery.
- B) Particular specification: -
- a) Minimum Capacity = 250Ah
- b) To be fitted in Battery trailer dimension (in mm)- 965(L)X 630(W) X450(H)
- c) Weight of a crate</=55 kg

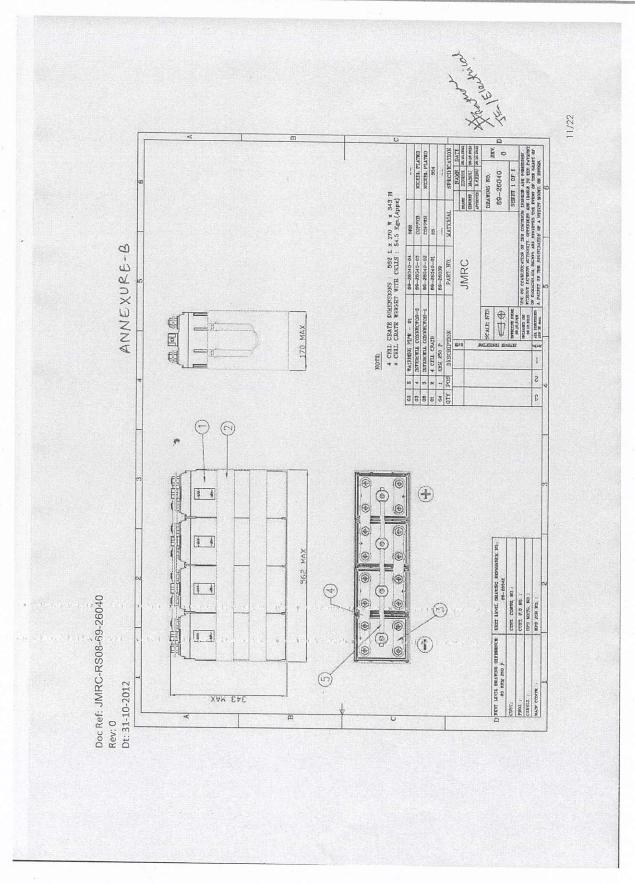
Make: HBL or similar





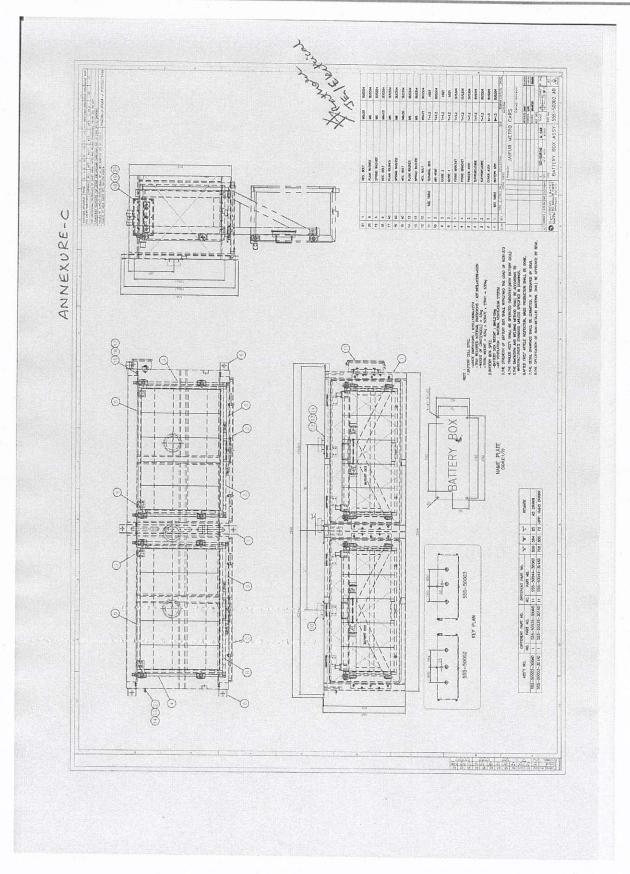
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### 4.5 Maintenance of the machine during DLP

- 1. The equipment shall be maintained free of cost for the scheduled and unscheduled maintenance by the contractor during the defect liability period (DLP) of 18 months from the date of handing over the material or 12 months from date of commissioning whichever is earlier.
- 2. The manufacture should either directly or through associate company have trained manpower and maintenance facilities in India preferably in Jaipur for Jaipur metro. The associate company must have at least 3 year experience of manufacturing the machine for railways/metros application or of giving after-sales service for machine used in railways/metros.

#### 4.6 PACKING:

All the equipment shall suitably be packed to avoid damage during transit.

#### 4.7 Drawings

These Bidding Document includes the following drawings:

	List of Drawings	
Drawing No.	Title of drawing	Purpose
JMRC-RS08-69-26039	Annexure- A	
JMRC-RS08-69-26040	Annexure- B	
555-50002	Annexure- C	

#### 4.8 Inspections and Tests

The following inspections and tests shall be performed:

	List of	Inspections, Trials and Tests
Line Item No	Brief Description of Item	Description of Inspection and/or Trial and/or Test for ful conformance of the product to the specifications giver in Bidding Document and/ or to the Samples after receipt of Stores.

- (1) Visual Checking
- (2) Charging/Discharging
- (3) Fitment & trial for 15 days in Rake on main line
- (4) Test Certificate





# 5. Conditions of Contract

### 5.1 General

#	Clause		Sub-Clauses
5.1.1.	General Terms	5.1.1.1	Amendment  No amendment or other variation of the Contract document shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
		5.1.1.2.	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, supplementary, and mutually explanatory.
5.1.2.	Code of Integrity	5.1.2.1.	The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forthin the Section 11 (Code of Integrity) of RTPP Act and Rule 80(2) (Code of Integrity) of RTPP Rules and its amendments. Further, none of them shall indulge in corrupt, fraudulent, coercive, and collusive practices. For this clause, these practices are defined as below:
			<ol> <li>"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.</li> </ol>
			<ol> <li>"Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.</li> </ol>
			<ol> <li>"Coercive practice" means impairing or harming, or threatening toimpair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.</li> </ol>
			4. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
		5.1.2.2.	The Procuring Entity shall take legal action against the Supplier under <b>Section 11 (3), Section 46 and</b> chapter IV of RTPP Act, if it breaches any provisions of the Code of Integrity or is determined to have engaged directly or through an agent in corrupt, fraudulent, coercive, or collusive practices in competing for or in execution of the Contract.
5.1.3.	Language	5.1.3.1.	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the document. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of therelevant passages in the language specified in the document, in which case, for purposes of interpretation of the Contract, this translation shall govern.

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		5.1.3.2.	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5.1.4.	Notices	5.1.4.1.	A notice, consent or other communication under this Bid is only effective if it is in writing (written form or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address [or facsimile number]. It is regarded as received [at the time and] on the day it is actually received on any calendar days.
		5.1.4.2	If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause.
5.1.5.	Governing Law	5.1.5.1.	The Contract shall be governed by and interpreted in accordance with the laws of the Central Government, laws of State Government of Rajasthan or any other law stated by Procuring Entity.
5.1.6	Specifications and Standards	5.1.6.1	Technical Specifications and Drawings  i. The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
			ii. The Goods supplied under this Contract shall conform to the standards mentioned in Schedule of Supply and shall bear such marks. When no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.
		5.1.6.2.	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the <b>Schedule of Supply</b> for Bidders. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with <i>CC</i> Clause <b>5.2.3</b> Extensions of time.
5.1.7.	Confidential Information	5.1.7.1.	In addition to the requirements of the provisions of <b>Section 49 of</b> <i>RTPP Act and</i> Rule <i>77</i> of <i>RTPP</i> Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.  However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.



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		5.1.7.2.	The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		5.1.7.3.	The provisions of CC Clause 5.1.7[Confidential Information]
			Shall survive completion or termination, for whatever reason, of the Contract.
5.1.8.	Packing and Documents	5.1.8.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the destination of the Goods and the absence of heavy handling facilities at all points in transit.
		5.1.8.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Schedule of Supply, and in any other instructions ordered by the Procuring Entity.
		5.1.8.3.	In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good, such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
5.1.9.	Insurance	5.1.9.1.	The Goods supplied under the Contract shall be fully insured against theft, destruction, or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges shall be borne by the Supplier.
5.1.10.	Transportation	5.1.10.1	The rate quoted in BOQ shall include the cost of transport of item including all incidental arrangements for safe transport of items.
		5.1.10.2.	In case of Supply from within India, the Goods shall be supplied 'FOR' locations specified in Schedule of Supply. All transportation charges, local taxes, etc. shall be borne by the Supplier.
5.1.11.	Samples, Inspections and Tests	5.1.11.1.	The Procuring Entity or his authorized representative shall at all reasonable times may have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery during manufacturing process or afterwards as may be decided.



5.1.11.2.	The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or inspections of the Goods as are specified in <b>Schedule of Supply</b> for Bidders.
5.1.11.3.	The Procuring Entity may require the Supplier to carry out any tests and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such tests and/or trials and/or inspections shall be added to the Contract Price. Further, if such test and/or trials and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
5.1.11.4.	The Supplier shall provide the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections.
5.1.11.5.	Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications and with the approved samples and trials, if any. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house and the supplies will be accepted only when the articles conform to the standard of prescribed specifications because of such tests.
5.1.11.6.	In case of tests, samples shall be drawn in in the presence of the Supplier or his authorized representative and properly sealed in his presence. One such set shall be given to him; one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
5.1.11.7.	Testing charges shall be borne by the Procuring Entity in case urgent testing is desired to be arranged by the Supplier. In other cases, and in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the Supplier.
5.1.11.8.	The Procuring Entity may reject any Goods or any part thereof that are received but fails to pass any tests and/or trials and/or inspections or do not conform to the specifications and sample(s) supplied with the Bid, if any. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications and samples supplied with the Bid if any, within specified time, at no cost to the Procuring Entity, and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, if any.
	If, however, due to exigencies of Procuring Entity's work, such replacement either in whole or in part, is not considered feasible, the



			Procuring Entity may after giving an opportunity to the Bidder in writing of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates and accept the supply. The deduction so made shall be final. In case Bidder is not willing to accept the deduction then the supply would be rejected.
		5.1.11.9.	The rejected articles shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity 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 Supplier's risk and on his account.
		5.1.11.10.	The Supplier agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranty/ guarantee or other obligations under the Contract.
5.1.12.	Change in Laws and Regulations	5.1.12.1.	The document provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with <i>CC</i> Clause 5.3[Contract Price and Payments].
5.1.13.	Force Majeure	5.1.13.1. <sub></sub>	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extents that delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
		5.1.13.2.	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
		5.1.13.3.	If a Force Majeure situation arises, the Supplier shall promptly within 14 days notify the Procuring Entity in writing of such condition and the cause and effects thereof.
			Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.



5.1.14.	Assignment	5.1.14.1.	Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.
5.1.15	Payment		100% payment after receipt and successful acceptance of material. No advance will be payable. Performance Security Amount shall be dealt as per clause no.2.6.3 and 5.3.4

### 5.2 Contract Details



			v. Original and two copies of Internal Test Analysis Report of the Manufacturer for the items offered		
			Any other/additional procurement-specific documents required for delivery/payment purposes showing delivery up to destination.		
	Extensions of	5.2.3.1.			
5.2.3.	Time	5.2.3.1.	If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods pursuant to <i>CC</i> Clause 5.2.3 (Extensions of Time)		
			The Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on nature of causes of delay, by issuing an amendment of the Contract but not after stipulated date and completion of delivery period as per Rule 58 (i) of GF&AR (Part II).		

# 5.3 Contract Price and Payments

#	Clause		Sub-Clause
5.3.1.	Contract Price	5.3.1.1.	The Contract Price shall be as specified in the Agreement subject to any additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) thereto, or deductions (Statutory Variation in Taxes on lower side, Liquidated Damages Levied) there from, as may be made pursuant to the Contract.
	- J.	5.3.1.2.	Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.
5.3.2.	Terms of Payment	3.3.2.1.	The terms of payment of Contract Price shall be 100% after receipt and acceptance of the material by the procuring entity, part payment applicable if some items delivered early.
		5.3.2.2.	The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and by the documents submitted pursuant to <i>CC</i> Clause 5.2.3 (Extensions of Time)
			and upon fulfillment of all the obligations stipulated in the Contract



		5.3.2.3.	Payments should be made promptly by the Procuring Entity, after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it. All remittance charges shall be borne by the supplier.
		5.3.2.4.	The currency in which payments shall be made to the Supplier under this Contract shall be <i>Indian</i> Rupees only.
	,	5.3.2.5.	Payment in case of those Goods which need trials or testing as specified in Schedule of Supply shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.
5.3.3.	Taxes and Duties	5.3.3.1.	For Goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity.
5.3.4.	Performance Security	5.3.4.1.	The Supplier shall, within 30 days or a period specified in the document, of the Notification of Award/PO, and provides a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract for the amount specified 5% of the PO amount.  The Performance Security shall be denominated in the Indian Rupees only.
		5.3.4.2.	<ul> <li>i. The Performance Security as per Rule 75 of RTPP Rules shall be deposited in one of the following forms:</li> <li>ii. Deposit through eGRAS; or</li> <li>iii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</li> <li>iv. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Postmaster; or</li> <li>v. Bank guarantee shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any.;</li> </ul>
4.			vi. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt 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 as per Rule 75 (3) (e)



			of RTPP Rules.  vii. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
		5.3.4.3.	The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:
			<ol> <li>Upon occurrence of Supplier default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encase from the Performance security as damages for such Supplier default;; or</li> </ol>
			ii. If the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the supplier would be liable for forfeiture of the Performance Security.
			Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
		5.3.4.4.	The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier promptly following the date of satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty and/ or maintenance obligations.
5.3.5.	Liquidated Damages	5.3.5.1.	Except as provided under <i>CC</i> Clause 5.1.13 [Force Majeure] and 5.2.3 [Extensions of Time]
3.3.3.			If material not supplied within contract period as mentioned in NIB,
e d	The second of th		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 Delivery period may be extended with or without penalty if
		5.3.5.2.	approved by competent authority on request of contractor.  Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the Supplier. Their
	** 2		amount along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case balance of recovery is not possible, recourse will be taken to <b>Section 53</b> of <i>RTPP Act</i> or any other applicable laws.



5.3.6.	Warranty/ Guarantee/ Maintenance	5.3.6.1.	The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.  Warranty will be 18 months from date of supply or 12 months from date of commissioning whichever is earlier.
	·	5.3.6.2.	Subject to <i>CC</i> Sub-Clause 5.1.6 (Specifications and Standards)  The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use
N	· vona	5.3.6.3.	The warranty/ guarantee shall remain valid for 18 months from date of supply or 12 months from date of commissioning whichever is earlier or as indicated in Schedule of Supply after supply of the Goods have been accepted at the destination indicated in the Schedule of Supply, or in case of Goods being imported after the placement of Supply Order, for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
		5.3.6.4.	The Procuring Entity shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
		5.3.6.5.	Upon receipt of such Notice, the Supplier shall, within the period agreed between, expeditiously repair, or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
		5.3.6.6.	In case of machinery and equipment also, guarantee will be given as mentioned in <i>CC</i> Sub-Clause <i>5.3.6</i> and the Supplier shall during the guarantee period replace the parts/ whole, if any, and remove any manufacturing defect if foundduringtheabove period to make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc
		5.3.6.7.	In case of machinery and equipment specified by the Procuring Entity the Supplier shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as indicated in Schedule of Supply or may be agreed at the time of entering the contract. The Supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.  In case of change of model, Supplier will give sufficient notice to the Procuring Entity. Procurement Entity will have to agree to the firm's request. However, in case supply of new model is agreed to then bidder shall be responsible to ensure adequate regular supply of spare parts needed for new model of the machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.



	5.3.6.8.	If having been notified, the Supplier fails to remedy the defect within reasonable period or as agreed between upon between supplier and Procuring Entity; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
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#### 5.4 Termination

#	Clause		Sub — Clause
5.4.1.	Termination for Default	5.4.1.1.	The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules, or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
			<ul> <li>If the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to <i>CC</i> Clause 5.2.3 Extensions of time. or</li> <li>1. If the Supplier fails to perform any other obligation under the Contract.</li> <li>2. If the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and <i>CC</i> Clause 5.1.2, in competing for or in executing the Contract.</li> </ul>
∌ p		5.4.1.2.	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to <i>CC</i> Clause <i>5.4.1</i> [Termination for Default <i>by</i> non-supply) above, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
5.4.2.	Termination for Insolvency	5 .4. 2. 1	The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity





5.4.3.	Termination for Convenience	5 .4 .3. 1	The Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience provided the Supplier agrees to the same. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective subject to Supplier's consent.  The Goods which have been dispatched at the time of Supplier's
			receipt of the Notice of termination may be accepted by the Procuring Entity at the Contract terms and prices.
5.4.4	PACKING		All the equipment shall suitably be packed to avoid damage during transit.





#### 6. Bidding Forms

#### 6.1 Checklist (To be filled by bidder)

Bidding Forms includes all such forms bidders are required to use / fill and submit along with their Bids. These forms are to be used without modification and to be filled as per instructions given in footnote. The documents which are to be attached in support of the information submitted should be digitally signed. Procuring Entity reserves the right to verify the information submitted. Check list is also included to ensure that Bidders do not miss submission of any information or document.

Checklist: The Bid must necessarily contain scanned copies of all the filled-up forms of Bid along with Attested copies of the relevant referred documents as proof.

		Activity	Form Number	Whether submitted Yes/No	Remarks, if any
(	Check	list for Technical Bid (Documents Establishing the confo	rmity of the	Supply of	Goods)
Α.	Docu	imentation required for Preliminary Examination of Bids.			
1.		Letter of Bid, as per Bidding Forms			
	(a)	Bidder accepted the condition for validity period Bid as specified in NIB Clause 1.1 [Validity Period of Bid] without deviation	TECH-1		
	(b)	An Undertaking from the bidders to the effect that they agree and abide by the clauses / conditions of bidding documents issued by the Procuring Entity and any amendment made thereafter.	TECH-1		
	(c)	Bidder's Eligibility: Documentary evidence in accordance with ITB Clause 2.1([Eligible Bidder and Supply] establishing the Bidder's eligibility to bid			
2.		Notarized Power of Attorney in favour of the signatory of the Bid authorizing him/her to commit the Bidder, in accordance with ITB Clause 2.2 [Documents Comprising of Bids]  Alternative- An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.	TECH-2		
3.		Proof of Payment of cost of Bid Document and Bid Proce	essing fees or	user charg	es
	(a)	Cost of Bidding Document and Processing fees or user charges submitted through eGRAS; or			





		Activity	Form No.	Whether submitted Yes/No	Remarks, if any
	(b)	Cost of Price of Bid Document, and Processing fees or user charges submitted manually through Draft/Banker's Cheque	-		
4.		Bid Security			
	(a)	Bid Security for required amount submitted through eGRAS; or			
	(b)	Bid Security submitted through manual mode in the form of Bank Guarantee/ Demand Draft/ Banker's cheque pledged in the name of Procuring Entity	-		
		i. Bank Guarantee as performat in Bidding document; or	TECH-3		
		ii. Demand Draft or Banker's cheque issued by Nationalized bank			
		iv. Bid Security submitted physically to Procuring Entity's address prior to bid opening date and time			
	(c)	Validity Date of Bid Guarantee (Valid up to 30 days beyond the bids validity as specified in ITB)	TECH-3		
	(d)	Amendment in Bid Security (if any)			
S.		Declaration by the Bidder under Section 7 (Qualification of Bidder), Section 11 (Code of integrity) of the RTPP Act.	TECH-5		
6.		Declaration by the Bidder that they have not been debarred under Section 46 of RTPP Act	TECH-5		
B. Do	Essen	ntial documentation required for Technical Examination of Bids ents for Technical Examination )	(as listed in	section 3.1.11	essential
7.		Proof of registration of bidder, by submission of any of the following-			
		Documents defining the constitution or legal status, place of registration, and principal place of business;			
		i. Any private company, registered/incorporated under 'Companies Act, 2013' or other applicable Laws of India (to submit valid certificate of incorporation.)	-		
		ii. Bidder may be a proprietorship firm (to submit valid Shop Establishment certificate)			
		iii. Partnership firm (to submit Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership)			
1		iv. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification			



		Activity	Form No.	Whether submitted Yes/No	Remarks, if any
		v. Any Society registered under Societies Registration Act, 1860; or Trust registered under The Indian Trusts Act, 1882 (Society registration certificate issued by the office of the Registrar of Cooperatives)			
8.		Copy of valid PAN card			
9.		Copy of GST certificate along with latest quarterly return			
10		Documents/literature/data to demonstrate that the offered product meets the Technical Requirement as per Specification & Standards mentioned in Schedule of Supply for Bidders			
11		In case sample is required to be submitted, whether samples submitted or not			
12		Copy of MSME (Udyog adhaar, Udyam registration, etc.) certification [Applicable / Not Applicable]			
C. on	Addi <b>)</b>	tional Technical evaluation, if required (as listed in Section 3.3	1.12 Additiona	l I Technical	Evaluation)
	(a)	Document for determining Contractual Experience	TECH - 6		
	(b)	Document for determining size of Operation (Average Annual Turnover)	TECH - 7	1 . · · · · · · · · · · · · · · · · · ·	
15.	Any	other documents specified in Bidding Forms (if any)	- Wassing State Const.	line of	
	(a)				
	(b)				
L6. <i>i</i>	Any	other documents submitted by the Bidder to strengthen the	Bid		
	(a)				





		Activity	Form No.	Whether submitted Yes/No	Remarks, if any
D. C	heck	klist for Financial Bid			
17.		Financial Bid Schedules			
	(a)	Online BOQ (To be submitted online in excel format)			

[Note: Bidder must fill the checklist by mentioning yes / No in the respective column and remarks if anything to be specifically highlighted.]



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## 6.2 Appendices

Appendix — Bidding Forms (Technical and Financial Forms)

Form Number	Form Type	Form Name
Form TECH-1 Letter of Bid	Technical Form	Letter of Bid
Form TECH-2 Power of Attorney for signing of Bid	Technical Form	Power of Attorney for signing of Bid
Form TECH-3 Bank Guarantee format for Bid Security.	Technical Form	Bank Guarantee format for Bid Security.
Form TECH-4 Bid Securing Declaration	Technical Form	Deleted
Form TECH-5Declarations by the <b>Bidder</b>	Technical Form	Declaration by the bidder under section 7 and 11 of the Act
Form TECH-6 Contractual Experience)	Technical Form	Contractual Experience
Form TECH-7 Size of Operation (Average Annual Turnover)	Technical Form	Size of Operation
Form Tech-8 Technical Specifications Compliance/Deviation)	Technical Form	Technical specification Compliance/ Deviation
Online BOQ	Financial Form	Online BOQ to be filled in excel sheet.





## 6.2.1 Form TECH-1 Letter of Bid

[N	(To be executed on company letter head - Self-attested an OTE: The Bidder must accomplish the letter of Bid on its Letterhead	nd Notari d clearly	<i>ized)</i> showing th	ne Bidder's
	mplete name and address] te: NIB No.:			
To:	Director(O&S), 4 <sup>th</sup> Floor, Admin Building, JMRC, Jaipur			
	, the undersigned, declare that:			
(a)				
	I/ We have examined and have no reservations to the Bidding Documer in accordance with Instructions to Bidders [Contents of Bidding Documents of Bidding Doc	nent		
(b)	I/ We offer to supply in conformity with the Bidding Document and	in accord	dance with t	he delivery
	schedule specified in Schedule of Supply, the following Goods:  1 110V Nickel Cadmium Battery Bank comprising of			1
	1 110V Nickel Cadmium Battery Bank comprising of 80 nos. cells, each cell have nominal voltage 1.2V/cell, each of 250 AH capacity, Battery Type IEC 60623 KM 250 P along with its accessories.	08	Set	
(d) (e) (f) (g)	last date of submission of Bid from the date fixed for the bid submission the Bidding Document, and it shall remain binding upon us and may the expiration of that period.  Our Technical Bid is in conformity with all the Requirement(s) as per Sowen undertake, if our bid is accepted, to commence work on the Good the respective times stated in the Bidding Documents.  Our firm fulfil all the eligibility criteria mentioned in bidding document. If our Bid is accepted, we commit to obtain a Performance Security in the Contract Price or shall submit the Performance Security Declaration of Contract.	hedule o	oted at any too of Supply to supply Go nt of 5% per	ime before ods within
(h)	I/ We agree to permit procuring entity or its representative to inspect other documents relating to the bid submission.	S Sec. 4	II u	
(i) (j)	I/ We understand that any misrepresentation that knowingly or reck mislead may lead to the automatic rejection of the Bid or cancellation of I/ We understand that this Bid, together with your written acceptance notification of award, shall constitute a binding contract between prepared and executed.	f the con ance the	tract, if awa	rded, ed in vour
(k)	I/ We understand that you are not bound to accept the lowest evaluate may receive.	d bid or	any other b	id that you
Nam	ne:			
n th	necapacity of			
Sign	ed:			
Duly	authorized to sign the Bid for and on behalf of			
Date				





#### 6.2.2 Form TECH-2 Power of Attorney for signing of Bid

(To be executed on a non-judicial stamp of INR 100/-)

Know all men by these presents, We	
Address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.	
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 for	
qualification and submission of our Bid for the Supply of ( 110V Nickel Cadmium Battery Bank comprising	
of 80 nos. cells, each cell have nominal voltage 1.2V/cell, each of 250 AH capacity, Battery Type IEC 60623	
KM 250 P along with its accessories., required quantity 08 set) required by ED(Rolling Stock) (the	
"Authority") including but not limited to signing and submission of all bids, Bids and other documents and	
writings, participate in Pre-bids and other conferences and providing information/responses to the Authority,	
representing us in all matters before the Authority, signing and execution of contracts consequent to	
acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating	
to or arising out of our Bid for the said Contract.	
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or	
caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of	
Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby	
conferred shall and shall always be deemed to have been done by us.	
IN WITNESS WHEREOF WE,	R
For	
[Signature, name, designation and Address]	
Witnesses: 1.	
(Notarized) 2.	
(Notalized) 2.	
Accepted	
(Signature)	
[Name, Title and Address of the Attorney]	
- 0//	



## 6.2.3 Form TECH-3 Format of Bank Guarantee for Bid security

Bank Guarantee - Unconditional

On minimum stamp paper value of 0.25% of BG amount (On any state stamp paper)

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity) [Bank's Name, and Address of Issuing Branch or Office]: Beneficiary:
Date:
Bid Security No.:  We have been informed that(hereinafter called "the Bidder")
has submitted to you its bid dated (hereinafter called "the Bid") for the execution of PROCUREMENT OF BATTERY BANK under Notice Inviting Bids No. JMRC/O&S/RS/2023-24/NIB/024 ("the NIB").
Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.
At the request of the Bidder, wehereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of
(a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity in the Bid document; or
(b) having been notified during the period of bid validity specified in the Bid Document, about the acceptance of its Bid by you,
<ul> <li>failed or refused to execute the Contract Agreement within the time specified in the Bio Document, or</li> </ul>
(ii) failed or refused to furnish the performance security, in accordance with the Bid Document within the time specified in the Bid Document, or
(c) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules. This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder, and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.
Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.
Signed:
Name:

### BID FOR "PROCUREMENT OF BATTERY BANK"

JMRC/O&S/RS/2023-24/NIB/024



	Pin
Bank's Seal	

Bank details of JMRC are as below:
 Account Holder Name: Jaipur Metro Rail Corporation
 Account No.: 678605111973, IFSC code:
 ICIC0006786





- 6.2.4 Form TECH-4 Bid Securing Declaration (DELETED)
- 6.2.5 Form TECH-5 Declarations by the Bidder

(To be executed on a non-judicial stamp of INR 100/-)

In relation to our Bid submitted to Director(O&S), 4<sup>th</sup> floor Admin Building, Mansarovar Metro Depot, Jaipur for **PROCUREMENT OF BATTERY BANK I** nresponse to their Notice Inviting Bids No **JMRC/O&S/RS/2023-24/NIB/024** Dated ... ... ... ... We hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

- 1. I/We are eligible and possess the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- 2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
- 3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
- 4. I/We have not been debarred under Section 46 of RTPP Act
- 5. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition.
- 6. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract.

Date:			Signature of Bidder
Place:			Name:
			Designation:
			Addres

000



## 6.2.6 Form TECH-6 Contractual Experience

(To be executed on company letter head - Self-attested and Notarized)

I/We M/s	. do hereby certify that we have supplied

S. No.	Order placed by (Company name,	Order Number and Date Copy attached (Yes/No)	Product description and Quantity	Date of D	Supply Report	
	address and phone number)			As per Contract	Actual	Attached (Yes/No)
						×

#### Or [Use only one form]

	Contractual Exp	erience
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	O Manufacturer	O Supplier
Total Contract Amount	INR	
Procuring Entity's name Address		
Telephone/Fax Number		
E-mail		
Description of the sir	milarity in accordance (Evaluatio Method)	on and Qualification Criteria for Least Cost





# 6.2.7 Form TECH-7 Size of Operation (Average Annual Turnover)

(To be executed on company letter head - Self-attested and Notarized)

$\ldots \ldots \ldots$ and add	ver of M/s Fress Fent is true and correct as per the book of	or the last audited are given below and records of the above-mentioned firm:				
Annual Turnover Da	ta for the Last_4 Financial Years (2020-	-21,2021-22,2022-23 & 2023-24)				
Year	Year Turnover in lakhs (INR)					
Total	Turnover in INR Lakhs					
Average Ani	nual Turnover in INR Lakhs					
[Note: Turnover for the certified by Chartered document.]	e current financial year can be conside Accountant or attach Balance Sheet	ered if the accounts are audited and for respective years as a proof of				
Registration No. of Chart	ered Accountant / Firm shall be mention	ned here				
Date	Signature of the Bidder	Signature of auditor/seal				
Chartered Accountant (N Name and address of Ch	ame and address):narted Accountant/ Firm]	[insert complete				
Telephone Number:						
Mobile Number:						



# 6.2.8 Form Tech-8 Technical Specifications Compliance/Deviation

(To be executed on company letter head - Self-attested and Notarized)

Date:	NIB No JMRC/O&S/RS/2023-24/NIB/024
To:	Director (O&S),
	4 <sup>th</sup> Floor, Admin Building, Metro Train Depot
	Bhrigu Path, Mansarovar, Jaipur-302020
	Email id- jgmrs@jaipurmetrorail.in
M/s paramete	

Sr. No.	Technical Requirement as per Specifications and Standards	Minimum Requirem ent	Offered specification in line with required specification.	Deviation details, if any
			(As per requirement / Higher Parameter I No)	
1.	Capacity of battery should be 250 Ah @ 5 hr rate to end 1.00 V per cell.  Battery must consist of total 80 elements of Type IEC 60623 KM 250 P.			
•	Type of electrolyte E 13 with specific gravity 1.22 $\pm 0.01$			
•	General arrangement as per attached drawing no.69-26039(Annexure A)	7.39		
•	General arrangement as per attached drawing no.69-26040(Annexure B)	A		
•	Crate material will be SS 304 or wooden, Weight of a crate =55 kg</td <td></td> <td></td> <td></td>			
•	All NABL accredited reports, other test reports performed while meeting standards of IEC 60623,			
•	IEC 60993, IEC 61373 to be submitted at the time of delivery			
	Operating temperature: -50 °C to 65 °C Battery should meet the system requirement of Boost charging voltage per cell 1.55V DC and charging voltage per cell 1.42V DC Battery provided should fit in 4 battery boxes (20)			
	cells each box), as per attached drawing no. 555-50002 AB (Annexure C)			



#### BID FOR "PROCUREMENT OF BATTERY BANK"

JMRC/O&S/RS/2023-24/NIB/024

JAIPUR MET

Name:	
In thecapacity of	
Signed:	
Duly authorized to sign the Bid for and or	n behalf of
Date	

000

#### 6.3 Appendix — Contract Forms

#### 6.3.1 Agreement Form

(To be executed on a non-judicial stamp of INR 500/-)

An agreement made this			day of_	b	etween				
			(herein	after called '	the Suppli	er"), wh	ich exp	ression s	nall,
where the context	so	admits,	be deemed	to include	his heirs	success	ors, ex	ecutors	and
administrators	of	the	one	part	and	the	Gove	rnor	of
Rajasthan/	- 1-								
[Name of the Procu	ring	Entity if	other than	a departme	nt of the	State Go	vernme	ent] (Her	e in
after called "the Pr									
deemed to include h									
WHEREAS the	P	rocuring	Entity	invited	Bids fo	or cer	tain	Goods,	viz.,
						and	has acce	epted a B	d by
									,

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. The Procuring Entity's Notification to the Supplier of Award of Contract;
  - b. The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
  - c. The Conditions of Contract;
  - d. The Schedule of Supply;
  - e. Instructions.to.Bidders;
  - The Notice Inviting Bids;

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Old

Signed by:

(for the Supplier) Witness1 Name Designation Witness2 Address Signed by: [For the Procuring Entity] (On behalf of Governor of the State of Rajasthan) Witness 1 Name Witness 2 Designation Address

Oolf



# Format of Bank Guarantee of Porfo

Tomat of Bank Guarantee of Ferr	ormance security	
(On stamp p	paper @ 0.25% of BG value)	
This deed of Guarantee made this day of "Bank") of the one part, and Jaipur Metro Rail ( other part.	between Bank of Corporation Limited (hereina	(hereinafter called the fter called "the Employer") of the
Whereas Jaipur Metro Rail Corporation Limited BANK" Bid No. JMRC/O&S/RS/2023-24/NIB/02 Contractor) (here in after called "the Contractor)	24 (here in after called "the	for <b>"PROCUREMENT OF BATTERY</b> contract") to M/s (Name of the
AND WHEREAS the Contractor is bound by t Security for a total amount of Rs.		to the Employer a Performance Amount in figures and words).
Now we the Undersignedauthorized to sign and to incur obligof(Full nan the Employer the full amount of Rsabove.	gations for and on be ne of Bank), hereby declared	half of and in the name
After the Contractor has signed the aforemention the Employer, any amount up to and inclusive of Employer to indemnify the Employer for any liable the Contractor or the debts he may have incurrent mentioned above, whether these defects or show Bank will deliver the money required by the Employer.	f the aforementioned full amoubility of damage resulting from fred to any parties involved in fortcomings or debts are actu	ount upon written order from the m any defects or shortcomings of in the Works under the Contract all or estimated or expected. The

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 Gourt, Tribunal on 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



## BID FOR "PROCUREMENT OF BATTERY BANK"

# JMRC/O&S/RS/2023-24/NIB/024



respective successors and assigns.		
In witness whereof I/We of the I	bank have signed and sealed this guarantee on thewith duly authorized.	day of
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	The second secon	
Name		
Address		
Witness 2.		
Signature		
Name		
Address		

Bank details of JMRC are as below :

Account Holder Name: Jaipur Metro Rail Corporation Account No.: 678605111973, IFSC code: ICIC0006786





- 6.3.3 Performance Security Declaration (Deleted)
- 6.3.4 Appendix e-Procurement Process<sup>5</sup>

The Eprocurement System of Rajasthan enables the Bidders to download the Bid Schedule free of cost and then submit the bids online through this portal. Vendors intending to participate in the e-bids of Rajasthan Government can enroll themselves through Online Enrollment of Corporate/Bidder in website eProcurement System Government of Raiasthan. For Registration the Digital Signature, enrollment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'Class III' type will in bidder's name from an approved certifying agency. DSC/ e-token may be obtained from one of the authorized Certifying Authorities approved. The list of certifying authorities issuing the Digital Signature Certificates is available on the website <a href="https://www.cca.oov.in">www.cca.oov.in</a>. The digital signature certificates (DSC) are issued with limited currency / validity date. Detailed information is also available in Bidder Manual Kit of website <a href="https://www.cca.oov.in">Eprocurement System Government of Rajasthan</a> and <a href="https://www.cca.oov.in">hassle free bid submission.pdf (eprocure.gov.in)</a>

Note:

The instructions stand valid as on July 19, 2021, the Procuring Entity and Bidder are advised to check the updated e - procurement process if any on the SPPP or e-procurement website of GoR.





#### Appendix: Grievance Handling Procedureduring Procurement Process (Appeals):

The designation and address of the First Appellate Authority is Managing Director, JMRC, JAIPUR.

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

#### (1) Filing an appeal

- a. 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 the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose
  - Technical Bid is found to be acceptable.
- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.
- (2) Appeal not to lie 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 bidding 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.
- (3) Form and procedure of filing an appeal
  - a. An appeal 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.

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- (4) 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.
- (5) Procedure for disposal of appeals
- 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 be placed on the State Public Procurement Portal.





#### 6.3.6 FORM No. 1

## [See Rule 83 of RTPP Rules]

Memorandum of Appeal under the Ra	jasthan Transparency in Public Procurement Act, 2012 Appeal No
of	
Before the	(First / Second Appellate Authority)
1. Particulars of appellant:	
(i) Name of the appellant:	
(ii) Official address, if any:	
(iii) Residential address:	
2. Name and address of the responde	ent(s):
(i)	
(ii)	
(iii)	
3. Number and date of the order a	ppealed against
and name and designation of the of	
who passed the order (enclose	
statement of a decision, action or on	
the Procuring Entity in contravention	
the Act by which the appellant is agg	
, which are appendit is ago	neveu.
4. If the Appellant proposes to be rep	resented
by a representative, the name and po	
the representative:	
5. Number of affidavits and docume	ents enclosed with the appeal:
6. Grounds Of Appeal	
(Supported b	v an affidavit)
7.	Prayer :
Place	
Date	
Appellant's Signature	



7.	On	line	BOQ
Especial Control	Manufild and the		200

Item Wise BoQ

Tender Inviting Authority: DIRECTOR(O&S)

Name of Work: PROCUREMENT OF BATTERY BANK

Contract No: JMRC/O&S/RS/2023-24/NIB/024

Name of the Bidder/ Bidding Firm / Company

PRICE SCHEDULE

- (INR) ONLY)

  1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder. Name and Values only
- 2. The rates quoted above shall be inclusive of all taxes, Freight charges, transportation charges, packing charges etc; no other charges shall be paid by JMRC. GST will be paid at rate applicable at the time of billing.) 3. Fill applicable GST rate wothout %age sign

NUMBER#	TEXT#	NUMBER#	TEXT#	NUMBER#	NUMBER	NUMBER #	NUMBER#	TEXT#
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Rate Applicable (%age)	TOTAL AMOUNT Without Taxes  col (13) = (4) x (7)  in  Rs. P	TOTAL AMOUNT With Taxes col (14) = sum of col (9) & (13) in	TOTAL AMOUNT in Words
1	2	4	5	7	9	13	Rs. P	15
1.01	110V Nickel Cadmium Battery Bank comprising of 80 nos. cells, each cell have nominal voltage 1.2V/cell , each of 250 AH capacity, Battery Type IEC 60623 KM 250 P along with its accessories.	8.00	Nos			0.00	0.00	INR Zero Only
otal in Figure	s					0.00	0.00	INR Zero Only
uoted Rate in	n Words					INR Zero Only		

#### Note:

- 1. 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. 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
- 3. The rates quoted above shall be inclusive of all taxes, Freight charges, transportation charges, packing charges etc; no other charges shall be paid by JMRC. GST will be paid at rate applicable at the time of billing.
- 4. Bidders are advised to visit the site before bidding. The specifications of above items are given in Technical specification