

Bid No: JMRC/O&S/RS/2024-25/NIB/013

Bid Price Rs.118



BID DOCUMENT

For "Procurement of Battery set of RRM "

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems
Workshop Building, Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur - 302020
Website: <http://transport.rajasthan.gov.in/jmrc>
Email: gms@jaipurmetrorail.in

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Check Sheet for Document Submission by Bidder with Bid Document

S. No.	Documents	Enclosed Yes/No	Remarks
(A)	Original		
i.	DD/Proof of EMD/Bid Security deposit in favor of Jaipur Metro Rail Corporation Ltd, Jaipur		
ii.	DD/proof of fee deposition for Bid cost in favour of Jaipur Metro Rail Corporation Ltd, Jaipur		
iii.	Complete, filled Bid document with seal and signed with any addendum/corrigendum/pre-bid meeting minutes of meeting if issued.		
iv.	Copy of GST Certificate & PAN Certificate with Seal and signed		
v.	Firm shall submit authorized supplier certificate issued by OEM.		
vi.	Cancelled Cheque for future payment reference		
vii.	Proof of Board resolution/Power of attorney, in vogue for signing of bid document (Refer Form E)(If applicable)		
viii.	Any other document, if firm want to submit		



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1 NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed **Open Bid (single stage one envelope method)** for "**Procurement of Battery set of RRM**"

KEY DETAILS:

a)	Designation and address of inviting authority	General Manager (Rolling Stock),JMRC JAIPUR
b)	UBN No.	
c)	NIB/Bid No	JMRC/O&S/RS/2024-25/NIB/013
d)	Name of Bid	Open Bid for "Procurement of Battery set of RRM "
e)	Cost of Bid Form	Rs. 118/- including 18% GST, Cost of Bid Form is not refundable.
f)	Estimated Cost Inclusive GST	Rs.9,49,120/-
g)	Earnest Money Deposit (EMD) / Bid Security	Rs.18,982/- (2% of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
h)	Performance Security	(5 % of the P. O. Amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee/FDR of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
i)	Name of website (s) for download of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
j)	Bid Document Availability Period	From <u>17:00</u> Hrs of <u>19.10.2024</u> to <u>14:00</u> hrs of <u>20.11.2024</u>
k)	Date and Place of Pre Bid Conference	<u>11:30</u> hrs on <u>04.11.2024</u> Conference Room-D10, Mansarovar Metro Train Depot, Workshop Building, Bhrigu path, Mansarovar Jaipur - 302020 Email: jgmrs@jaipurmetrorail.in mgrrs2@jaipurmetrorail.in
l)	Last date for receiving queries/clarifications	Up to <u>17:00</u> hrs on <u>04.11.2024</u>
m)	uploading of reply to queries/clarifications	Up to <u>17:00</u> hrs on <u>08.11.2024</u>
n)	Submission start date	0900 hrs on <u>09.11.2024</u>
o)	Last Date for submission of Bid	<u>14:00</u> Hrs. dated <u>20.11.2024</u>
p)	Time & Date of Opening of Bid	<u>15:00</u> Hrs. dated <u>20.11.2024</u>
q)	Venue of Submission and Opening of Bid	Room no. D-03, Depot Building, Mansarovar metro train depot, Bhrigu path, Mansarovar, Jaipur-302020
r)	Validity of Bid	90 days from the last date of submission of bid.
s)	Delivery of items	Within 08 weeks or earlier from the date of issue of "Purchase Order".
t)	Technical Eligibility:	
	a)	Bidder should have valid GST registration certificate issued by competent authority.
	b)	Bidder should have valid PAN certificate/ card issued by the Income Tax

- | | |
|----|--|
| | Dept. of GOI and enclose PAN certificate. |
| c) | Firm shall submit authorized supplier certificate issued by OEM. |

Note:

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

JOINT GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD
Room No D-03, Depot Building,
Metro Train Maintenance Depot
Bhrigu path, Mansarovar, Jaipur – 302020
Email: jgmrs@jaipurmetrorail.in

NOTE: - Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC. The Contract will be governed by RTPPR 2013. Bids shall be prepared and submitted in accordance with the instructions given herein.

If any query about bid please contact to JE (RS), Mob No. - +91-7728895711



2 INSTRUCTION TO BIDDERS

2.1 Sale of Bidding/ Bid Documents

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

2.2 Cost of bid document and Bid Security/EMD

- 2.2.1 The BID should be submitted in the prescribed Bid document, which may be purchased for Rs.118/- including 18% GST, by Cash or DD/Banker Cheque drawn in favour of JAIPUR METRO RAIL CORPORATION LTD. , payable at Jaipur. The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in . In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted. The cost of the Bid document is non-refundable. Bidding document shall be provided to the MSME of Rajasthan at 50% of the prescribed cost.
- 2.2.2 EMD/Bid security can be deposited in the form of Demand Draft/ Bankers Cheque/Bank Guarantee of amount defined in NIB key details drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. Bid security, if submitted in the form of Bank Guarantee shall be executed on stamp paper of minimum 0.25% of value of B.G under Rajasthan stamp act.

Bank Details of JMRC are as below:

Account holder name: Jaipur Metro Rail Corporation

Account no. : 678605111973

IFSC code : ICIC0006786

- 2.2.3 EMD/Bid security shall be 2% of the estimated value of subject matter of procurement. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013. Proof of such exemption has to be submitted with the bid document. Bid security for the micro, small and medium enterprises of Rajasthan shall be @ 0.5%(half percent) of the value of the quantity offered to be supplied by them.
- 2.2.4 The Bid Security of all unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
- 2.2.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- When the bidder withdraws or modifies its bid after opening of bids;
 - When the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - When the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 2.2.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 2.2.7 No interest shall be payable on the Bid Security (EMD).
- 2.2.8 In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- 2.2.9 The procuring entity shall promptly return the Bid Security of the participated bidders after the earliest of the following events, namely:-
- The expiry of validity of Bid Security;
 - The execution of agreement for procurement and performance security is furnished by the successful Bidder;
 - The cancellation of the procurement process; or
 - The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.3 Changes in the Bidding Document

- 2.3.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for

clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

- 2.3.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 2.3.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

2.4 Period of Validity of Bids

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

2.5 Format and Signing of Bids

- 2.5.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- 2.5.2 All pages of the bid shall be 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.

2.6 Sealing and Marking of Bids

- 2.6.1 Bid will have to be signed and submitted in a sealed envelope by post/hand clearly marked, as "**PROCUREMENT OF BATTERY SET OF RRM**", NIB NO: JMRC/O&S/RS/2024-25/NIB/013_____, DATE OF OPENING _____ & TIME _____, UEN NO _____.
- 2.6.2 A single-stage single envelope selection method shall be adopted.
- 2.6.3 The complete bid document will be consist of following
- a) Proof of Cost of Bid Form
 - b) Proof of EMD/Bid Security.
 - c) Bid Document - The bidder shall enclose duly signed and stamped, copy of the Bid Document and the Financial Bid (BOQ). Bid, signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders.
- 2.6.4 The bidder has to submit the following documents along with signed and sealed on each page of bid document:
- a) Copy of GST registration certificate

- b) Copy of PAN Card
- c) Copy of authorized supplier certificate issued by OEM.

2.7 Submission of Bid

- 2.7.1 The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office by post/hand clearly marked as "**CONFIDENTIAL**" and "**PROCUREMENT OF BATTERY SET OF RRM**", addressed to:

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD
Room No D-01, Depot Building,
Metro Train Maintenance Depot
Bhrigu path, Mansarovar, Jaipur - 302020
Email: gms@jaipurmetrorail.in
Contact No. - +91-7728895711

and must be dropped in the Bid Box (by the firm's representative or by the nominated JMRC staff if bid received by post), labeled for the purpose and kept at Office of Joint General Manager (Rolling Stock), Room no. D-03, Depot Building, Mansarovar metro train depot, Bhrigu path, Mansarovar, Jaipur-302020 or handover the bid to the nominated staff.

2.8 Alternative/ Multiple Bids

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

2.9 Deadline for the submission of Bids

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

2.10 Late Bids

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

2.11 Opening of Bids

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

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

2.12 Selection Method

- 2.12.1 The Employer will carry out technical cum financial evaluation of submitted proposals to determine that the Bidder has a full comprehension of the work of the contract. Where a Bidder's technical submittal has a major inadequacy, his Bid will be considered to be non-compliant and will be rejected.
- 2.12.2 For price evaluation of bid, the least Cost quoted for " **PROCUREMENT OF BATTERY SET OF RRM**" will be considered.
- 2.12.3 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least overall cost of items in financial bid.
- 2.12.4 Bidder shall quote for all the items, failing which their bid will be summarily rejected.
- 2.12.5 Purchase Order will be given to one firm based on the quoted lowest rate of overall items.

2.13 Clarification of Bids

- 2.13.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
- 2.13.2 Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 2.13.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- 2.13.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 2.13.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

2.14 Evaluation & Tabulation of Bids

2.14.1 Preliminary Examination of Bids.

- 2.14.1.1 The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -
- a. Bid is signed, as per the requirements listed in the bidding document;
 - b. Bid has been sealed as per instructions provided in the bidding document;
 - c. Bid is valid for the period, specified in the bidding document;
 - d. Bid is accompanied by bidding document fee, Bid Security.
 - e. Bid is unconditional and the Bidder has agreed to give the required performance security; and
 - f. Other conditions, as specified in the bidding document are fulfilled.

2.14.2 Determination of Responsiveness.

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

2.14.3 Non-material Non-conformities in Bids.

- 2.14.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- 2.14.3.2 The bid evaluation committee may request the Bidder to submit the necessary information or document like GST certificate, PAN certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 2.14.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.
- 2.14.3.4 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- 2.14.3.5 In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity.
- 2.14.3.6 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.



2.15 Price/ purchase preference in evaluation:

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

2.16 Negotiations

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

2.17 Acceptance of the successful Bid and Issuance of Purchase Order

- 2.17.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 2.17.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- 2.17.3 Before issuance of purchase order the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

- 2.17.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 2.17.5 The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.

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

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

2.19 Right to Vary Quantity

- 2.19.1 Requirement of items may vary as per site requirement/availability and performance at same rate as accepted by JMRC, and this shall be at sole discretion of the procuring entity according to RTPPP-2013 Rule-73.
- 2.19.2 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation.
- 2.19.3 Orders for extra items or additional quantities may be placed on the rates and conditions given in the contract or as per RTPPP. Delivery or completion period may also be proportionately increased.

2.20 Performance Security Deposit

- 2.20.1 Prior to delivery of items and Performance security shall be solicited from successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

The successful Bidder shall submit a Performance Security Deposit equal to 5% of LOA/PO, in the form of Demand draft/FDR or Bank Guarantee from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd within 30 days from the date of issue of LOA/PO in case of procurement of goods and services. 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% of Bank guarantee amount. In case of Small Scale Industries of Rajasthan it shall be one percent (1%) of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent (2%) of the amount of supply order/PO/LOA.

a.) For Micro, small and medium enterprises of the state having acknowledgement of entrepreneurs Memorandum-II/ Udyog Aadhar Memorandum as mentioned in Micro, small and medium enterprises development act, 2006, issued by the

- competent authority shall be facilitated on furnishing of Entrepreneurs Memorandum-II/ Udhयोग Aadhar Memorandum.
- b.) Every Micro, Small and medium enterprise shall be required to submit an affidavit in Form K, along annexures with the duly filled bid document, to the Procuring entity.
- 2.20.2 Amount to be paid of performance security will be informed to successful bidder at the time of Purchase order.
- 2.20.3 Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled bank;
 - Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security.
 - Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 2.20.4 Performance security shall be valid for a period of 60 days beyond the completion of all contractual obligations.
- 2.20.5 Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- When any terms and condition of the contract is breached.
 - When the 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.
- 2.20.6 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 2.20.7 No interest shall be payable on the Performance Security Deposit.
- 2.20.8 **Additional Performance Security:-**
- 2.20.8.1 In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
- 2.20.8.2 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.
 - Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder
- 2.20.8.3 The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance

Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

2.21 SIGNING OF CONTRACT AGREEMENT

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

3 General Conditions of Contract

3.1 Terms & Conditions

3.1.1 Scope of Supply

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

3.1.2 Delivery

- 3.1.2.1 Subject to the conditions of the contract, materials should be delivered within days as specified in NIB from the Date of P.O or earlier.
- 3.1.2.2 If national holiday is being declared on bid due date then bid will be opened on next suitable working day.
- 3.1.2.3 The above material shall be delivered at JMRC Custody Store section, Room no. D20, Workshop building, Train maintenance Depot Mansarovar, Mansarovar -Jaipur-302020.
- 3.1.2.4 The Contractor shall arrange supplies within the stipulated time period.

3.1.3 Inspection

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

3.1.4 **Rejection**

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

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

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

3.1.5 **Penalty/Liquidated Damages:**

(i) If the contractor requires an extension of time on completion of contractual supply on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance.

(ii) The Purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

(iii) **Extension in delivery period:** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

(a) Delay upto one fourth period of the prescribed delivery period - 2.5%.

(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%.

(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7.5%.

(d) Delay exceeding three fourth of the prescribed delivery period - 10%.

Note: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%.

3.1.6 **Warranty:**

3.1.6.1 Warranty shall be 24 months from the date of receipt or 18 months from the date of supply, whichever is earlier.

4 **SPECIAL TERMS AND CONDITIONS OF BID**

4.1 **Payment Terms and Schedule**

4.1.1 Payment schedule: - 100 % payment of total value of P.O. would be made to the Contractor, after receipt and acceptance of material.

4.1.2 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.

4.1.3 All remittance charges will be borne by the supplier/ Contractor.

4.1.4 Bills, correct in all respect, shall be submitted in the favour of JMRC, Jaipur with bank details in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment.

4.2 **Other Special Terms**

4.2.1 The rates quoted of items shall be for final receipt of material at JMRC custody store, JMRC office, Mansarovar Metro Depot, Jaipur-302020 inclusive of all

expenses i.e. all taxes (excluding GST), and Freight charges, transportation/freight charges, packing & forwarding charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.

- 4.2.2 Consignee: JE/RS/Custody Store, Mansarovar Train maintenance Depot, Jaipur-Rajasthan.
- 4.2.3 In case the Bidder fails to supply the final deliverables within stated timelines, the Penalty as per clause "Penalty" would be applicable.
- 4.2.4 In case of any errors/ inaccuracies remain in supply and services even after the final approval of design from the purchaser then the Contractor has to take corrective actions on Bidders part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the Penalty as per clause „Penalty “ would be applicable.

4.3 Technical Specifications

(A) Technical specifications

- a.) Supply of Battery set comprising of 40 cells of 2V each, total system voltage 80 volts and 1000AH, traction lead acid battery including installation charges.
- b.) Voltage of one cell: 2 Volt.
- c.) Total cell: 40 nos.
- d.) Make: Midac /Eternity /Exide / Amarone / Unik /Union.
- e.) Battery set shall be mounted in new steel tray with internal and external plastic coating.
- f.) Battery box (steel tray) size:
Length: 2200 mm, width: 610 mm, height: 620 mm.
- g.) Type: 40x8MDL125-CT.
- h.) Total weight of battery set with container should not more than 2500kg.
- i.) Battery water auto fill system for each cell should be installed in battery set.

(B) Testing and Suitability

- a.) The battery set life should be minimum 5 years.
- b.) Battery set should be compatible with Shunter ZEPHIR CRAB 5000E and charger available at Mansarover metro depot of JMRC.
- c.) Performance of above items will be monitored for duration of 15 days and there after technical suitability will be given.

- (C) Bidder may visit at Mansarovar metro depot for actual requirement.



**5 TECHNICAL BID FORMATS AND DETAILS:****5.1 Form A: Form of Bid**

Note : i. The Appendix forms part of the Bid

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

Name of Work: **BID FOR "Procurement of Battery set of RRM "**

To

GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD
Room No D-01, Depot Building,
Metro Train Maintenance Depot
Bhrigu path, Mansarovar, Jaipur – 302020
Email: gmsr@jaipurmetrorail.in

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to deliver the material within time limit as prescribed in NIB.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.
8. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any bid you may receive.
10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2024

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Occupation



5.2 Form B: Format of Bank Guarantee for Bid Security/EMD
(On stamp paper @ 0.25% of BG value)

Know all men by these presents that we _____ (Name of Bank) having our registered office at _____ (Address and Name of company) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Whereas _____ (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated _____ for contract for "PROCUREMENT OF BATTERY SET OF RRM" hereinafter called "the Bid".

And whereas the Bidder is required to furnish a bank guarantee for the sum of Rs. _____ (Rupees _____) as Bid security against the Bidder's offer as aforesaid. And whereas _____ (name and address of the bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.

That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.

That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

That this Guarantee commences from the date hereof and shall remain in force till(Date up to which Guarantee is valid i.e. 120 days from the last date of Bid submission.

That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation, is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid, or
- b. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - i. Fails or refuses to furnish the Performance Security
 - ii. Fails or refuses to enter into a Contract within the time limit.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a) and (b) mentioned above, specifying the occurred condition or conditions.



Signature of the witness	Signature of Authorized of the Bank Official
Name of the Witness	Name of Official Designation I.D. No.
Address of the Witness	Stamp/Seal of the Bank

- **The Bank Guarantee for Bid Security will be executed on stamp paper (of any state of India) of minimum 0.25% of value of Bank Guarantee under Rajasthan Stamp Act.**
- **Bank Details of JMRC are as below:**
Account holder name: Jaipur Metro Rail Corporation
Account no. : 678605111973
IFSC code : ICIC0006786

bf

5.3 Form C: Format of Bank Guarantee for Performance Security
(On stamp paper @ 0.25% of BG value)

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "**PROCUREMENT OF BATTERY SET OF RRM**" Bid No. JMRC/O&S/RS/2024-25/NIB/013 (here in after called "the contract") to M/s _____ (Name of the Contractor) (here in after called "the Contractor").

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

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

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

This Guarantee is valid for a period of _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least sixty days longer than the Defect Liability Period).

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

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

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by



the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2024 being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation :

I.D. No. :

Stamp/Seal of the Bank:

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

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

- **The Performance Bank Guarantee will be executed on stamp paper of minimum 0.25% of value of Bank Guarantee under Rajasthan Stamp Act.**

- **Bank Details of JMRC are as below:**

Account holder name: Jaipur Metro Rail Corporation

Account no. : 678605111973

IFSC code : ICIC0006786

5.4 Form: D AGREEMENT

This Agreement is made on the _____ day of _____ 2024 Between General Manager(ROLLING STOCK),JAIPUR METRO RAIL CORPORATION LTD, 3rd Floor, Admin Building, Train Maintenance Depot, Bhriugu path Mansarovar Depot, Jaipur- 302020 herein after called "the Employer" of the one part and _____ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. " **JMRC/O&S/RS/2024-25/NIB/013**"contract for " **PROCUREMENT OF BATTERY SET OF RRM**" of Rail/Metro Corridor of Jaipur MRTS Project hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSED as follows:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Notice Inviting Bid and Scope of Work
- (e) Bill of Quantities
- (f) Form of Bid with Appendix
- (g) Addendums, if any
- (h) Other conditions agreed to and documented as listed below:
 - (i) Bidder's Work Schedule as amended if required.
 - (ii) Statement of deviations (if applicable)
 - (iii) Any other item as applicable

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by (to be filled at time of agreement)**and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

OBLIGATION OF THE CONTRACTOR

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



JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

Name: _____

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

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

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





5.5 Form: E Power of Attorney for Signing of Bid

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney")to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid no. JMRC/O&S/RS/2024-25/NIB/013 for qualification and submission of our Bid for the works, including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. In Witness Whereof We ,The Above Named Principal Have Executed This Power Of Attorney On ThisDay Of.....,2024.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

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

5.6 Form: F Form of Self Declaration

To,

Joint General Manager (RS),
 Jaipur Metro Rail Corporation Ltd.,
 D-01, Depot Building, Train Maintenance Depot,
 Bhrigu path, Mansarovar, Jaipur – 302020
 Email: jgmrs@jaipurmetrorail.in

In response to the NIB Ref. No. _____ dated _____ for
 {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of

_____, I/ We hereby declare that presently our
 Company/ firm _____, at the time of bidding, :-

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____



5.7 Form G: Bidder's Authorization Certificate {to be filled by the BIDDERS}

To,

JOINT GENERAL MANAGER (ROLLING STOCK)
JAIPUR METRO RAIL CORPORATION LTD
Room No D-01, Depot Building,
Metro Train Maintenance Depot
Bhriгу path, Mansarovar, Jaipur – 302020
Email: jgmrs@jaipurmetrorail.in

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

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

Thanking you,

Name of the Bidder: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

5.9 FORM I : GENERAL INFORMATION

Notes:

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

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

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

2. Particulars of the Authorised Signatory of the Applicant:

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

3. PAN Number (attach photocopy):

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

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

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

(Yes/No)

6. In the case of a consortium:

- a. Names of participating members / constituents
 - (a)
 - (b)
 - (c)
- b. Address, telephone, Tele-fax and email of each members / constituent.



Registered Office

Office for correspondence

(a) _____

(b) _____

(c) _____

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

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

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

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

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

5.10 FORM : J BANK DETAILS FOR E-PAYMENT

Beneficiary name :

Beneficiary Address :

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

Bank Details:

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

Stamp & Signature of Authorized Signatory





5.11 Form:-K Format of Affidavit

IS/oAgedYrs.....residing atProprietor/Partner/ Director of M/s..... do hereby solemnly affirm and declare that :

(a) My/Our above noted enterprise M/s has been issued acknowledgement of Entrepreneurial Memorandum Part - II by the District Industries Center The acknowledgement No. is dated and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place _____

Signature of Proprietor/Director Authorized Signatory with Rubber Stamp and date

5.12 Form-L Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) **Fee for filing appeal**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the favor of JMRC Jaipur.
- (7) **Procedure for disposal of appeal**
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



Memorandum of Appeal under the Rajasthan Transparency in Public Procurement

Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:

.....
..... (Supported by an affidavit)

7. Prayer:

.....

Place

Date

Signature



5.13 BILL OF QUANTITIES (BOQ)**FINANCIAL BID FORM**Bidder Name:

SN	Description of Items	Qty. (A)	Unit	Rate/per unit Without GST(INR) (B)	Total Amount Without GST(INR) (C= A*B)
1.	Battery set of RRM : Battery set comprising of 40 cells 2V each, system voltage 80V, 1000 AH traction lead acid battery with installation charges	01	No.		
Total Amount (INR)					
GST(INR)@ ____%					
Grand Total Amount (INR)including GST, Rounded Off					

Note:

- 1) Bidder shall quote for all the items, failing which their bid will be summarily rejected.
- 2) The rates quoted of items shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur 302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation/freight charges, packing & forwarding charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.
- 3) GST will be paid at rate applicable at the time of billing. _____

Signature of firm's representative

(With seal of firm)

