

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-11-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Rajasthan
विभाग का नाम/Department Name	Urban Development And Housing Department Rajasthan
संगठन का नाम/Organisation Name	Jaipur Metro Rail Corporation Limited (jmrc)
कार्यालय का नाम/Office Name	Jaipur
कुल मात्रा/Total Quantity	40
वस्तु श्रेणी /Item Category	Hand Held Metal Detector as per MHA QR (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	4 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	40 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	994032
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	19881

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

GM
JAIPUR, Urban Development and Housing Department Rajasthan, Jaipur Metro Rail Corporation Limited (JMRC),
(Jaipur Metro Rail Corporation Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

No

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference

No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Hand Held Metal Detector As Per MHA QR (40 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GOVERNING STANDARDS	Conformity to technical requirements	As per the attached QR/specification for 'HAND HELD METAL DETECTOR' (Copy of QRs / TDs uploaded in GeM portal)
TECHNICAL SPECIFICATIONS	Length of Hand Held Metal Detector (in mm)	Between 300 to 400 mm, Between 400 to 500 mm
	Probe Width of Hand Held Metal Detector (in mm)	Between 80 to 100 mm
	Weight of Hand Held Metal Detector (in grams)	Between 300 to 400 grams, Between 400 to 500 grams
CERTIFICATION / TEST REPORTS	Agreed to furnish all the test reports and certificates to buyer or consignee on demand as per the attached trial directives	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Verified and Signed Tp document	View
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Rajkamal Vijay	302020,JMRC Admin Building, Metro Depot, Bhriugu Path, Mansarovar	40	30

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Additional Terms and Condition (ATC)

(The Additional Terms and conditions shall supersede the General Conditions wherever there is any conflict or inconsistency)

1. Minimum Eligibility Criteria:

- A. Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.
- B. Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.(Refer Para F)
- C. **Work Experience:** Experience of having satisfactorily completed **similar works** during last 5 years period ending last day of the month previous to the one in which the bids are invited:
 - i. Three similar successfully completed works each costing not less than the amount equal to 40% of estimated cost. Bidder has to submit performance report of completed work.
 - Or
 - ii. Two similar successfully completed works each costing not less than the amount equal to 50% of estimated cost. Bidder has to submit performance report of completed work.
 - Or
 - iii. One similar successfully completed work costing not less than the amount equal to 80% of estimated cost. Bidder has to submit performance report of completed work.
- I. **Bidder is required to submit the details as per Form 12. along with supporting documents:** The Bidder shall attach copy of LOAs / POs/Work Orders along with their individual work completion certificates issued by the authorized signatory preferably on their letter head of the contract/work awarding agency, mentioning Period of the contract, work completion date, name of the work and Amount paid for the contract, BOQ. **For bidders submitting LOA/P.O. of JMRC for work Experience need not to submit Work completion certificates. JMRC will examine the factual details of Work awarded and satisfactory completion of work by firm at time of Bid evaluation.**

II. Definition of similar works:

- 1. The works completed here shall mean having physically completed that particular work.
- 2. The bidder firm should have work experience of successful completion of Supply/Annual Maintenance/Comprehensive Annual Maintenance Contract HHMDs in any Central Govt Department /State Govt. Department /PSUs of Central or any state Govt. / Any Metro Rail Projects in India/ Indian Railways or it's PSU's/ Autonomous body of Any Govt. The completion certificate shall at least be comprised of following information: a. Name of work, b. Name of firm d. Name of agreement/LOA number. d. Date of Actual commencement work e. Date of actual completion of work f. Total value (Amount) of work done, g. Performance during execution of work.
- D. **Annual Turnover:-** The average annual turnover of applicant during last three audited financial years should not be less than forty percent (40%) of the estimated cost. To substantiate the Annual Turnover, Contractor needs to submit the Chartered Accountant (CA) Certificate.
- E. Bidder should have ISO: 9001 Certificate and same shall enclose along with Bid.
- F. **Bidder should have registered office or registered branch office in Rajasthan for providing service and proof shall enclose along with Bid.**

2. POWER OF ATTORNEY (Form: 10): In case bidder's firm is Partnership/ Company/ Consortium then, a power of attorney to be submitted. The power of attorney is to be signed by the partners or legally authorized signatories of all the partners authorizing the nominated person to be In-charge to sign bid document, incur all liabilities and receive instructions.

3. Right to Vary Quantity

- i. Orders for extra items may be placed up to 5% of the value of the original contract. The fair market value of such extra items payable by the JMRC to the contractor shall be determined by the JMRC in accordance with guidelines prescribed by the administrative department concerned.
- ii. Orders for additional quantities may be placed, on the rates and conditions given in the contract and Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under:-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract.Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-
 - (i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
 - (ii) that the additional quantities so procured shall be part and parcel of the work being executed;

4. Performance Security Deposit

- i. Prior to execution of work order, Performance security shall be solicited from all 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.
- ii. The successful bidder shall be required to deposit an amount mentioned in NIB of this bid document as performance security after issue of LOA/P.O.
- iii. Performance Security will be discharged after completion of bidder's performance obligations including warranty obligations under the contract.

- iv. If the bidder fails or neglects any of his obligations under the contract, JMRC reserve the right to forfeit performance security furnished by the bidder as penalty for such failure.
- v. The successful bidder shall be required to deposit an amount equal to 5% of the amount of Contract value and required to be submitted within the 10 days.
- vi. Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s or electronic bank guarantee (e-BG) 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. Government of Rajasthan amended the Rajasthan Stamp Act 1998 vide Finance Bill 2015 and inserted Article 13-A which provides that bank guarantee executed by a bank as a surety to secure the due performance of a contract or due discharge of a liability for this stamp duty is payable @0.25 percent of the amount secured subject to maximum of Rupees 25000/-.
 - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - d. Performance security furnished in the form-9 above shall remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
- vii. Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the Bidder fails to make complete supply satisfactorily.
 - c. If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
 - d. Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- viii. No interest shall be payable on the Performance Security Deposit.

5. Recoveries from Supplier/ Contractor

- I. Recovery of liquidated damages, short supply, defects in, rejected shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- II. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected and in case of failure in satisfactory replacement by

the supplier along with amount of liquidated damages shall be recovered from his dues and Bid Security available with the department.

- III. The balance, if any, shall be demanded from the Supplier/ Contractor and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

6. Inspection

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ Contractor's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided

7. Rejection

- i. Articles 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.
- ii. 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.
- iii. 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.

8. Liquidated Damages (LD)

- i. 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 Purchase order with the Bidder has failed to supply/ install/ complete/service (whichever is application):-
- ii. delay up to one fourth period of the prescribed delivery period: 2.5%
- iii. delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- iv. delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- v. delay exceeding three fourth of the prescribed period: 10%
- vi. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- vii. The maximum amount of liquidated damages shall be 10% of the contract value.

- viii. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- ix. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.

9. Termination

- i. Termination for Default
- ii. The bid sanctioning authority of JMRC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Contractor, terminate the contract in whole or in part: -
 - a. If the supplier/ Contractor fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC;
 - or
 - b. If the supplier/ Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof;
 - or
 - c. If the supplier/ Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ Contractor commits breach of any condition of the contract.
- iii. If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.

10 Payment Terms and Penalty

- i. Advance Payment will not be made.
- ii. Payment schedule: - Payments to the Contractor, only after successful completion of work as specified in this bid, and the work is found to be satisfactory and accepted by the inspecting authority. 90% amount of total value of contract will be paid, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it. 10% amount of total value of contract will be withheld and shall be returned after completion of Warranty/DLP period. No interest shall be given on this amount.
- iii. The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- iv. All remittance charges will be borne by the supplier/ Contractor.

- v. If bidder fails to submit performance security, execution of contract within specified time, no payment shall be made for the work, if any done after issuance of LOA/PO.
- vi. **Penalty:** Fault in HHMD should be attended within 2 hours of reporting. The rectification time during DLP Period shall never exceed 48 hours. In case of delay more than 48 hours, a penalty @ 0.5% of value of machine shall be levied for every 24 hours of delay in rectification of machine. This will be applicable during DLP and this amount shall be deducted from the 10% withheld amount of Contractor. In no case, Penalty amount shall not be exceed to 10% of the contract value.

11. Warranty/Defect Liability Period (DLP)

- i. **Warranty/ DLP shall be from the date of supply and testing of complete item as per following:**

Sr. No.	Description	Warranty period
1	Hand Held Metal Detector	01 Years
2	Battery	01 Year
3	Charger	01 Year

During the DLP of 1 years, all the services, spares, and other consumables shall be supplied by the contractor. Nothing shall be paid extra.

- ii. If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise at any time during warranty period and bidder is notified thereof, the bidder at his own expense and at no cost of JMRC, make such alterations, repairs and replacements at the site within 48 hours of intimation of complaint by JMRC through mail/SMS/call as may be necessary to permit facilitate the functioning of the equipment in accordance with the specifications.
- iii. JMRC shall evaluate performance of bidder firm after completion of Warranty period and may decide to deduct/fortify PBG amount, for every loss in JMRC, due to failure on part of bidder firm to provide effective warranty at site.

12. TECHNICAL SPECIFICATIONS and STANDARDS

Bidder has to supply HHMDs (Hand Held Metal Detector) with one extra spare rechargeable battery with each HHMD and portable battery charger for each HHMD.”

5.1.1 Technical Specification of Hand Held Metal Detector are as below:

Sr. No.	Description	Specification
1	Dimensions	Length: Max 500mm
		Prob Width: Max 140mm
		Body Width: Max 65mm
2	Weight	Max 500 grams
3	Battery	Rechargeable NIMH/Lithium Battery, Min. 2500 mAh, 250 charging time 3 hours.
4	Battery Protection	To be provided against damage due to reverse polarity.
5	Indication	LED based audio and multiple indication for:
		i. Switch On
		ii. Metal Detection
		iii. Low battery Indication
6	Operation	Single Push button operation
7	Construction	Should be rugged and impact high resistant ABS casing
8	Scan Rate	Minimum 3” to 24” per second
9	Detection	Should be able to detect ferrous and non-ferrous metals and its alloys.
		i. Pistol .22 cal.at min 6”
		ii. Cartridges .22 cal at min 2”
		lii Razor blade at min 1”
10	Tuning	Automatic to ensure equal result on wide range of metal and alloys
11	Drop Test	The metal detectors shall be subject to this test according to IS:9000 (Part 7/Sec 3)- 1979, ISO 9001 Certificate and CE Certification. The height of fall shall be 1000mm. After this test, the metal detector shall be visually examined and there shall not be any damage or deterioration and shall be checked for functioning.
12	Comfortable to handle and should preferably confine to the palm of frisking personnel for ease of use.	
13	Safe Health standards with no adverse effect on cardiac pace makers, pregnant women.	
14	Should be Standard Micro-USB/C-type charger.	

13. Format of Bank Guarantee for Performance Security

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

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____
" Procurement of Hand Held Metal Detector (HHMD) for Phase-1A and Phase-1B in JMRC." Bid No. JMRC/O&S/EL/2025-26/NIB/..... (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 60 days longer than the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period(as applicable).

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) 2025 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

14. FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we,
(Name of the Bidder firm), having our registered office
at..... do hereby irrevocably
constitute, nominate, appoint and authorize Mr./Ms..... son
/daughter of
Shri.....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 **"Procurement of Hand Held Metal Detector (HHMD) for Phase-1A and Phase-1B in
JMRC." (JMRC/O&S/EL/2025-26/NIB/.....)** including but not limited to signing and
submission of all applications, Bids and other documents and writings, participate in Bidders and
other conferences and providing information / responses to the Authority, representing us in all
matters before the Authority, signing and execution of all contracts including the Contract
Agreement and undertakings 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 Project
and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the
Authority.

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,....., THE ABOVE
NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
..... 2025.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. XXX

2. ABC

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act and duly notarized.

15. CONTRACT AGREEMENT

This Agreement is made on the _____ day of _____ 2025 Between Jaipur Metro Rail Corporation Limited, Admin. Building, Mansarovar Metro Train Depot, Bhriugu Path, Mansarovar, Jaipur, Rajasthan- 302020 hereinafter 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 Works should be executed, viz “**Procurement of Hand Held Metal Detector (HHMD) for Phase-1A and Phase-1B in JMRC**” of Jaipur Metro Rail corporation Limited 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 WITNESSETH as follows:

1. 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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, in order of preference:-

- (a) Letter of acceptance
- (b) Addendums to bid document, if any
- (c) Bill of Quantities
- (d) Specifications
- (e) General Conditions of Contract

<https://transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/GeneralConditionofcontract-GCC.html>

- (h) Other conditions agreed to and documented as listed below:
 - (i) Statement of deviations (if applicable)
 - (ii) 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 **XXXX and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. 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 XXXXX 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.

4. 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.

5. JURISDICTION OF COURT

The Courts at 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

Signature of the authorized
official

Name of the official

Stamp/Seal of the Contractor

SIGNED, SEALED AND
DELIVERED

By the said

Name _____
on behalf of the Contractor in
the presence of Witness

Name _____
Address _____

For and on behalf of the
Employer

Signature of the authorized
official

Name of the official

Stamp/Seal of the Contractor

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.

16. WORK EXPERIENCE

S. No.	Period (From- To)	Detail of work handled	Total cost of work in Rs.	Reference No. of work order/LOA	Reference No. of completion certificate	Placed on Page
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note:

1. Bidder must submit the copy of work order/ Letter of acceptance (LOA) and the latest completion certificate for successful execution of work issued by the client.
2. Self-attested copies of work order/Purchase Order/Letter of Acceptance(LOA), BOQ along with completion certificate (indicating the name of work, final amount, quantity of work, completion date etc.) issued by the client preferably on their letter head for completed work should be submitted by the bidder along with the submission of bid.
3. Additional pages may be attached if required.
4. All the pages must be signed by the authorized signatory by the bidder.

17. Certificate Of Conformity/No Deviation {to be filled by the Bidder}

To,

**General manager (Traction and E&M),
Jaipur Metro Rail Corporation Limited,
Room no.-320,3rd Floor, Admin Building
Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur-302020**

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____