To,

M/s Phooltas Transrail Ltd.
(141/1 shivalik Ganga Vihar, Haridwar (Uttrakhand))
Layak Bhawan, Boring Canal Road
Patna (Bihar), India-800001
Email-info@phooltas.org
Web-www.phooltas.org

Subject: Tender for AMC of 4 Wheeler Phooltas make Tower Wagon.

Sealed bid is invited for AMC of 4 Wheeler Phooltas make Tower Wagon in JMRC as per Bid document attached herewith. The rates shall be quoted in BOQ in the bid document. Signed, stamped and sealed offer should reach in the Office of Manager(Traction/E&M), Room no. 107, 1st Floor, Admin Building, Mansarover Metro Train Depot, Jaipur – 302020 by 05/06/2018 at 14:00 Hours positively. Offer received after due date and time will not be entertained. Bid will be opened on 05/06/2018 at 15:30 hrs.

(B.M. Meena)
Executive Director (Traction and E&M)
JAIPUR METRO RAIL CORPORATION LTD.

**NOTICE INVITING BID (NIB)**

Bid No. JMRC/O&S/EL/2018-19/NIB/005

Jaipur Metro Rail Corporation (JMRC) Ltd. invites bid as detailed below:

<table>
<thead>
<tr>
<th>Key Details</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Name of Work</td>
<td>Tender for AMC of 4 Wheeler Phooltas make Tower Wagon.</td>
</tr>
<tr>
<td>b) UBN No.</td>
<td></td>
</tr>
<tr>
<td>c) Approximate Estimated cost of AMC (including GST)</td>
<td>Rs. 28,92,008/-</td>
</tr>
<tr>
<td>d) Bid Security Amount</td>
<td>NIL</td>
</tr>
<tr>
<td>e) Cost of Bid Form</td>
<td>NIL</td>
</tr>
<tr>
<td>f) Bid document availability period</td>
<td>17.00 hrs of 25.05.2018 to 14.00 Hrs of 05.06.2018</td>
</tr>
<tr>
<td>g) Last Date for submission of Bid</td>
<td>14.00 hrs on 05.06.2018</td>
</tr>
<tr>
<td>h) Time &amp; Date of Opening of Bid</td>
<td>15.30 hrs on 05.06.2018</td>
</tr>
<tr>
<td>i) Venue of Physical Submission and Opening of Bid</td>
<td>Manager (Traction/E&amp;M), Room no. 107, 1st Floor, Admin Building, Mansarover Metro Train depot, Jaipur – 302020</td>
</tr>
<tr>
<td>k) Validity of Bid</td>
<td>90 days from the last date of submission of bid.</td>
</tr>
<tr>
<td>l) Contract Period</td>
<td>12 months from the date mention in commencement letter.</td>
</tr>
<tr>
<td>m) Performance Security</td>
<td>5% of the total contract price as per SCC.</td>
</tr>
</tbody>
</table>

Note: The contract is governed by RTPP Act 2012 and RTPP Rules 2013 which are available at [http://transport.rajasthan.gov.in/jmrc](http://transport.rajasthan.gov.in/jmrc) and [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).

EXECUTIVE DIRECTOR (Traction and E&M)
JMRC, Room no. 322, 3rd Floor, Admin Building,
Mansarover Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edten@jaipurmetrorail.in

Signature of Authorized Signatory
2.0 Instructions TO Bidders (ITB)

2.1 OBJECTIVE OF THE BID
Through this Bid, JMRC seeks bid for Tender for AMC of 4 Wheeler Phooltas make Tower Wagon from OEM M/s Phooltas Transrail LTD.

2.2 INTRODUCTION
Sealed bid is invited for the Bid. No. JMRC/O&S/EL/2018-19/NIB/005 towards Single Source Tender for AMC of 4 Wheeler Phooltas make Tower Wagon by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer' in accordance with this Bid Package. The Bid Document consists of the following:
1. Notice Inviting Bid (NIB)
2. Instructions To Bidders (ITB)
3. Special Conditions of Contract (SCC)
4. Technical Specifications and Scope of work
5. Tender Opening And Evaluation
6. Payment
7. Penalty
8. Grievance redressal during Tendering and AMC period
9. Financial Bid - Bill of Quantities

Note: -

(A) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. All the information, intimation and updates regarding this tender shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

(B) If the date of opening is declared holiday, then Bid will be opened on next working day.

(C) Approved GCC and SHE manual are applicable and available on the JMRC website. Successful bidder shall sign the complete GCC and SHE documents and submit to the JMRC.

(D) The complete bid document can also be downloaded from the website http://transport.rajasthan.gov.in/jmrc or www.sppp.rajasthan.gov.in.

2.3 SUBMISSION OF BID
The Proposal duly filled & signed and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as “CONFIDENTIAL” and single source Tender for AMC of 4 Wheeler Phooltas make Tower Wagon in JMRC and addressed to:

EXECUTIVE DIRECTOR (Traction and E&M)
JMRC, Room no. 322, 3rd Floor, Admin Building, Mansarover Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edtem@jaipurmetrorail.in

Signature of Authorized Signatory
3. Special Conditions of Contract (SCC):

1. Bidder should have valid GST registration number and required to enclose copy of registration. GST shall be paid extra as actual as per govt. rules at the time of billing. The Registration Number of the firm along with GST NO and PAN, allotted by the Government of India and State Government should be enclosed with the bid.

2. Performance Security:
The amount of performance security @ five percent of the bill amount shall be deducted from firm’s Running bills as no fixed contract amount is workable in advance due to requirement of actual usage of consumables and spares out of annexure “B” and “A”. This performance security shall be refunded on completion of warranty period.

3. The contract period of AMC is 12 months from the date of commencement of work as mentioned in LOA. This AMC may be extended up to further 12 months, considering 5% escalation of previous rates for extended 12 months period.

4. Bid name and Bid no. should be mentioned on the sealed offer.

5. Inspection Authority: Nominated JMRC Representative.


7. Validity of offer:- Bidder is required to keep their offer open at least ninety days (90 days) from the date of bid opening.

8. The offer shall be unconditional duly signed, conditional offer may be rejected.

9. The JMRC reserves the right to accept or reject any or all offers without assigning any reasons.

10. Vendors are requested to quote their most competitive rate in schedule of items given at Annexure “C” (BOQ).

11. The rate must be stated for each item separately both in words and in figures. In case of discrepancy between the price quoted in word and figures, the rates quoted in words would be treated as final.

12. The rates quoted shall be FOR JMRC, inclusive of all expenses i.e. all taxes (excluding GST); GST will be paid at the rate prevailing at the time of billing.

13. The validity of the offer shall be 90 days from the last date of the submission.

14. Before quoting the rate, contractor may visit the site to judge the site requirements. Clarification, if any, shall be obtained in writing from the tender inviting authority before submission of the bid.

15. Incomplete and unsigned bid are liable to be rejected.

16. At the end of the period of AMC, all machines/equipment under AMC will be handed over as Functional machine/equipment.

17. If the tenderer fails to undertake the job satisfactorily at any period of time and withdraws his Services. JMRC has every right to cancel the contract and confiscated the performance Guarantee.

18. The Bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed tender form, Authorized dealership/Sale and Service/ Repair/AMC provider Certificate of M/s Phooltas Transrail LTD.

19. No bids will be received/ accepted after the expiry of the prescribed date and time for Submission of the bid. Postal delay or loss of tender in transit will not be the responsibility of Jaipur metro rail corporation.

20. The offer is to be addressed to ED (Traction and E&M), JMRC, 3rd Floor, Room No.-322, Admin Building, Metro Depot, Near Gangab Jamuna Petrol Pump, Mansarover, Jaipur-302020.

21. Released Spares/other items, if any, shall be property of JMRC.

22. Spares parts used during corrective/breakdown maintenance shall have minimum warranty of 12 months.
23. Tentative requirement of spares and consumables have already been included in annexure “A” and annexure “B” respectively. In case some consumables or spares other than listed in annexure B and ‘A’ respectively are required the same shall be chargeable extra to JMRC as per Phooltas Standard Price List.

24. Specialised Tool and Plant will be provided by Contractor and those will not be in scope of JMRC.

25. Root cause analysis for the major and repeated failure taking place in the system shall be done by M/s Phooltas and shall submit a report giving proper analysis of the fault /defects.

26. Any modification in the Tower Wagon on the basis of above analysis shall be done with prior approval of ED (Traction and E&M)/ JMRC.

27. Sufficient man power will be arranged by contractor, if required, in case of major breakdown.

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4 Technical Specifications and Scope of work

(A) Technical specifications of Tower Wagon Maintenance Schedule

PREVENTIVE MAINTANANCE

1. ENGINE MAINTENANCE (AS per Operation manual of DEUTZ)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>Periodicity</th>
<th>Maintenance Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance</td>
<td>500 Operating Hours/60000 KM</td>
<td>1. Clean fuel pre-cleaner and pre-filter with water trap (renew the filter insert if necessary). If the warning system responds, the water trap bowl must be emptied immediately.</td>
</tr>
<tr>
<td></td>
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<td>2. Checking of V-belt/V-rib belt (retighten if necessary, replace if damage)</td>
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<td></td>
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<td></td>
<td>3. Checking of Coolant (additive concentration)</td>
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<td></td>
<td></td>
<td>4. Checking of Coolant level (top up if necessary)</td>
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<td></td>
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<td></td>
<td>5. Replace Lubricating oil (lubricating oil change intervals)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6. Lubricating oil filter /insert (change every time with engine oil)</td>
</tr>
<tr>
<td>2</td>
<td>Extended Maintenance</td>
<td>1000 Operating Hours/100000 KM</td>
<td>1. Repeat all maintenance activates of 500 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Change air cooler (drain lubricating oil and condensation)</td>
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<td></td>
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<td></td>
<td>3. Check glow plugs and heating flange for functioning.</td>
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<td></td>
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<td></td>
<td>4. Checking of functioning of flame glow system</td>
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<td></td>
<td></td>
<td>5. Checking of EGR compensator line and replace if damaged</td>
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<td></td>
<td>6. Checking of battery and cable connectors</td>
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<td>7. Checking of Engine monitor, warning system by authorised person</td>
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<td>8. Checking of Cartridge of crank space ventilation valve</td>
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<td></td>
<td>9. Tightening of engine mounting, if necessary (renew if damaged)</td>
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<td></td>
<td>10. Checking of Fastening, hose union/ clips and renew if damaged</td>
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<td></td>
<td></td>
<td></td>
<td>11. Replace fuel filter insert (main filter)</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Step</th>
<th>Details</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Interim Stage</td>
<td>1500 Operating Hours/200000 KM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 500 Operating Hours. The Valve Clearance must be set for the first time after 500 oh and then, after every 1500 oh</td>
</tr>
<tr>
<td>4</td>
<td>Maintenance</td>
<td>2000 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 500 Operating Hours</td>
</tr>
<tr>
<td>5</td>
<td>Extended Maintenance</td>
<td>2500 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 1000 Operating Hours</td>
</tr>
<tr>
<td>6</td>
<td>Extended Maintenance II</td>
<td>3000 Operating Hours/200000 KM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 1000 Operating Hours.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Checking of V-rib belt and tensioning pulley (replace if wear limit is fallen below)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Checking of EGR (optional) adjustment lever and valve; replace if necessary</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Replace EGR (optional) adjusting bar</td>
</tr>
<tr>
<td>7</td>
<td>Maintenance</td>
<td>3500 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 500 Operating Hours</td>
</tr>
<tr>
<td>8</td>
<td>Extended Maintenance</td>
<td>4000 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 1000 Operating Hours</td>
</tr>
<tr>
<td>9</td>
<td>Maintenance</td>
<td>4500 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 500 Operating Hours</td>
</tr>
<tr>
<td>10</td>
<td>Extended Maintenance</td>
<td>5000 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 1000 Operating Hours</td>
</tr>
<tr>
<td>11</td>
<td>Maintenance</td>
<td>5500 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 500 Operating Hours</td>
</tr>
<tr>
<td>12</td>
<td>Intermediate Overhaul</td>
<td>6000 Operating Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 3000 Operating Hours.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Checking of Electronic injector test via EMR3 (only for DEUTZ Common Rail System)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Cleaning of Charge air cooler inlet area/charge air cooler, lubricating oil/drain condensation (only with EPA)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Cleaning of Non-return valve of the exhaust gas recirculation system (optional)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Cleaning of Cooler of the exhaust gas recirculation system.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6. Replace Fuel injector valve (only with EPA)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7. Replace Flame glow plugs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8. Replace Crankcase breather valve/incl. Filter (only with EPA)</td>
</tr>
<tr>
<td>13</td>
<td>Annual Overhaul</td>
<td>Annually</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Repeat all maintenance activities of 6000 Operating Hours.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Cleaning of Charger air cooler inlet area (lubricating oil/drain condensation, (only with EPA)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Replace Fuel pre-cleaner/fuel pre-filter (change filter insert if necessary)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Replace Engine monitor, warning system Maintenance only to be carried out by authorized service personnel</td>
</tr>
<tr>
<td>14</td>
<td>Every 2 years</td>
<td>1. Repeat all maintenance activities from point 1 to 14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Checking of EGR (optional) adjustment lever and valve;</td>
</tr>
</tbody>
</table>

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2. POWER TRANSMISSION MAINTENANCE (To be done after every 500 operating Hrs.).

i. Check oil level and pressure at idle and rated RPM should be 9 to 10 bar.
ii. Check any leakage transmission oil form filter & hoses, be corrected.
iii. Visual inspection of control blocks mechanism for driving system. If any loose to be secured.
iv. Grease king pin pivot, torque arm pivot and gear box flange cover of driving & idle bogies.
v. Oil all brake linkages.
vi. Inspect transmission gear box cover.
vii. Grease the cordon shafts.
viii. Check oil level of axle gear box / transmission oil tank.
ix. Check the tightness of cordon shaft bolts.
x. Visual check of oil leakage from ADGB / Transmission gear box.
xi. Check all lubricating hose pipe of axle gear box.
xii. Greasing of cordon shaft & check flange nut bolt.
xiii. Check torque arm bolt of axle gear box. If loose to be tight.
xiv. Lubricate oiling of control block lever & pneumatic cylinder of transmission.
xv. Linkage must be clean, properly adjusted if require & lubricated.
xvi. Transmission & ADGB breather should be cleaning.
xvii. Change the oil of axle gear boxes.
(These all schedules are as per the scheduled maintenance manual given by phooltas Harsco rail solution private limited)

3. 7.5 KVA GENERATOR SET & FIXED PLATFORM (To be done after every 500 Operating Hrs.).:

i. Check lube oil in sump, if require top up.
ii. Check hydraulic oil level of power pack, if require top up.
iii. Examine hydraulic hose in rubbing outside.
iv. Check any leakage of hydraulic oil from pump, cylinder and fitting required to be arrested.
v. Check proper operation platform viz, lifting, lowering, slewing system, if any problem check the Control valve for lifting & lowering and three phase supply.
vi. Replace oil of platform rotation gear box & checked spiral gear teeth if any damaged by Operating crank handle.
vii. Checked platform sidewall lock in proper secured & lubricate joined pivot.
viii. Check rubber coupler for misaligned & any crack to be replaced.
ix. Check all mounting pad of alternator & engine.
x. Check fan belt of engine, if loosen should be tight.
xi. Replaced engine oil with lube oil filter.
xii. Checked hand operated lever operation for platform lifting & lowering.
xiii. Clean fuel filter with help of diesel and replace it after every 1000 hrs.
xiv. Grease the Platform, if required.
(These all schedules are as per the scheduled maintenance manual given by phooltas Harsco rail solution private limited)

4. HYDRAULIC SYSTEM (To be done after every 500 Operating Hrs.):
   i. Replace suction line filters.
   ii. Replace return line filters.
   iii. Check hydraulic oil level in tank and top up if required.
   iv. Check any leakage of hydraulic pump, radiator fan motor, hyd. Hose, relief valve requires to be arrested.
(These all schedules are as per the scheduled maintenance manual given by phooltas Harsco rail solution private limited)

5. PNEUMATIC: (To be done after every 500 Operating Hrs.):
   i. Check foundation bolt of brake cylinders.
   ii. Change worn out brake shoes on condition basis.
   iii. Check brake linkage and bolt of brake cylinder and brake shoe condition.
   iv. Adjust brake pressure, if required.
   v. Adjust parking brake pressure (released) should be 5 bar.
   vi. Check air brake system mechanism.
   vii. Adjust the brake shoe clearance 3-5 mm.
   viii. Clamp hoses if rubbing.
   ix. Clean air after cooler by air blower if any restriction.
   x. Clean air unloader & auto drain valve.
   xi. Check J1 safety valve for proper working.
   xii. Check air pressure of air service unit. It should be 4 bar.
   xiii. Lubricate all brake linkage points and also pneumatic cylinder linkage.
   xiv. Check and cleaning of stone India panel, If any air leakage.
   xv. Lubricate all linkage point of wiper system.
   xvi. Check pneumatic horn & air dryer operation.
   xvii. Check the leakage from pneumatic system and do the needful.
(These all schedules are as per the scheduled maintenance manual given by phooltas Harsco rail solution private limited)

6. ELECTRICAL: (To be done after every 500 Operating Hrs.):
   i. Clean alternators and check connections
   ii. Check engine safety circuits and sensors.
   iii. Clean battery terminals and apply petroleum jelly.
   iv. Check electrolyte level and specific gravity of battery.
   v. Check connections and cleaning of starter motor & alternator of main engine if any loose.
   vi. Physically check all relay point if any carbonized should be removed.
   vii. Check all pressure switches working in prescribed pressure.
   viii. Observe battery switch, fuse, and circuit breaker in operative condition.
   ix. Check charging of batteries and its voltage.
   x. Maintenance of all penal indicators, panel gauge, switches, VCD.
   xi. Maintenance of all lighting system (head light, tail, flasher, and search & cabin light)
   xii. Physical inspection of any rubbing of electrical cables to avoid short circuits.
(These all schedules are as per the scheduled maintenance manual given by Phoohtas Harsco rail solution private limited).

(B) **Scope of work:**

All items should be compatible for 4 Wheeler Phoohtas make Tower Wagon.

1. The scope of work includes due inspection as per schedule and maintenance over haul of CMV (4 Wheeler Phoohtas make Tower Wagon) and submitting a report after every visit. His scope of work also include: general cleaning, chemical cleaning, replacement of components and consumable as per annexure B.
2. Your service engineer shall visit quarterly for carrying out preventive maintenance. Each visit shall be of 2 days for preventive maintenance.
3. M/s Phoohtas shall arrange to keep required consumables and minimum spares at JMRC so that lead period for arranging material be minimised; however, no waiting period for arranging material shall be payable by JMRC. All the items required for preventive maintenance shall invariably be arranged in advance so that the preventive maintenance can be done in two days' visit of service Engineer from M/s Phoohtas. In case of time taken for preventive Maintenance is more than two days, No extra payment on this account shall be payable by JMRC i.e. Service engineer visit charges for preventive maintenance are fixed and shall be paid as per actual visits made.
4. In case of corrective/Breakdown maintenance, visit charges shall cover time of two days and extra charges shall be payable only in exceptional cases jointly verified by JMRC representative and Phoohtas Engineer. The extra time shall not be for waiting period of arranging spares from OEM, the actual period of work shall only be accountable. M/s Phoohtas may please give rates for extra time also while quoting rates against bid.
5. The period of attending of calls for breakdown and preventive maintenance shall commence from the actual start of work by Service engineer at MSOR Depot at Tower Wagon/OMV.
6. Cost of Consumable shall be worked out based on actual usage as per rates predefined in the list at annexure "B". A complete price list of consumables is required to be attached with this bid document which shall be named as Annexure "B".
7. Similarly a complete price list of spare parts required to be used for carrying out maintenance/attending failures/breakdowns is required to be attached with this bid document and same will be named as Annexure "A".
8. Packing and forwarding charges on such consumables or breakdown spares shall be added at the rate of 5% of material list of actual use.
9. GST shall be paid extra on prevailing rates at the time of billing.
10. No other taxes, duties, levies or transportation charges rather than packing/forwarding charges and GST shall be paid by JMRC.
11. Annexure 'A' and annexure 'B' containing rates of Spares and Consumables may be submitted afresh along with bid documents. The rates shall be valid for one year from the date of issue of LOA which is expected to be issued within 3 month of submission of bid. These rates shall be valid during one year but if JMRC is willing to extend the contract for further one year escalation at the rates of 5% per annum shall be added on these rates.
12. The rate must be stated separately both in words and in figures. In case of discrepancy between the price quoted in word and figures, the rates quoted in words would be treated as final.
13. After issuing LOA, you have to provide us a schedule date for entire year for preventative maintenance.

**BREAKDOWN MAINTENANCE**

14. M/s phooltas shall depute their service engineer to attend the breakdown calls of JMRC as and when required. After carrying out preventive Maintenance, there should ideally be no requirement of breakdown calls, however, Provision of total eight such calls tentatively have been kept in BOQ, but payment shall be made for the actual breakdown calls only. Your service engineer will replace the spare parts/ component, if required and it should be certified by the JMRC Personnel available at the site of the work. The release parts, being the property of the JMRC, shall be returned to JMRC.

15. Cost of breakdown spares shall be worked out based on actual usage and as per rates pre-decided in the list at annexure – ‘A’

**Warranty:** The item is warranted against any manufacturing or workmanship defect for a period of six month from the date of commissioning or 12 month from the date of receipt whichever is earlier. Spare parts supplied for carrying out Corrective/preventive maintenance shall be having minimum warranty of 12 months.

5. **TENDER OPENING AND EVALUATION**

The bid envelopes shall be opened by the Tender Opening Committee of JMRC on 05.06.2018 at 15:30 hrs in the presence of bidders’ representatives, who choose to attend the same.

6. **PAYMENT**

1. No payment in advance shall be considered.

2. Payment against preventive maintenance will be made on quarterly basis after satisfactory service report by the JMRC nominated staff.

3. Payment of the Breakdown maintenance visit charges along with cost of spares (As per annexure “A”) will be made separately as per actual visits and use of material from annexure “A” and/or annexure “B” as jointly certified by service engineer of M/s phooltas Ltd and JMRC representative.

4. Tentative requirement of spares and consumables have already been included in annexure “A” and annexure “B” respectively. In case some consumables or spares other than listed in annexure “B” and “A” respectively are required the same shall be chargeable extra to JMRC as per Phooltas Standard Price List.

5. Variation in quantities/Extension/Operation of new item in BOQ etc shall be governed as per SOP/JMRC and RTPPR 2013.

7. **PENALTY**

7.1 M/s phooltas shall depute their service engineer on due dates of preventive maintenance. If it is delayed beyond 5 days of scheduled preventive maintenance, a penalty of Rs. 500/- per day delay beyond grace period of 5 days shall be charged by JMRC. If it is delayed further a penalty@ Rs. 1000 per day shall be deducted from their bill.

7.2 Preventive Maintenance is carried out to avoid breakdown of vehicle. The contractor shall ensure proper preventive maintenance but in case of breakdowns, JMRC shall advice
M/s phooltas Ltd. to depute their service engineer to reach site of JMRC within 3 days of receipt of calls but in case it is delayed, a penalty of Rs. 2000/- per day beyond 3 days shall be levied by JMRC.

8. GRIEVANCE REDRESSAL in TENDERING and CAMC PROCESS

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

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

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

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

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

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

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

(4) Appeal not to be in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

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

(5) Form of Appeal
(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many
copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) Hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No ....., of ..........

Before the ......................... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against and

Signature of Authorized Signatory
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
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price per visit</th>
<th>Total Amount In INR (in Figures)</th>
<th>Total Amount In INR (in Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A.</td>
<td>Service Engineer Visit Charges for Preventive Maintenance</td>
<td>04</td>
<td>Per Visit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1B.</td>
<td>Service Engineer Visit Charges for carrying out Breakdown Maintenance on call by JMRC. Payment shall be made for actual number of visit by OEM.</td>
<td>08</td>
<td>Per Visit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cost of consumables actually used out of Schedule “B” for Preventive Maintenance.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cost of Breakdown spares actually used out of Schedule “A” as recommended by Service Engineer.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total for item 1A and 1B

1. The rate must be stated for each item separately both in words and in figures. In case of discrepancy between the price quoted in word and figures, the rates quoted in words would be treated as final.

2. Bidder is required to give their rates for item 1A and 1B including all the taxes but excluding the cost of item no.(2) and (3). The cost of supply of spares & T&P, Consumables parts shall be worked out on actual usages as per list of prices to be given in schedule “A” and “B”.

3. List of prices for consumables (Schedule “B”) and list of prices for spares (Schedule “A”) are to be attached with the bid document which shall be integral part of Bid document.