To,

Industrial Sales and Manufacturing Company,
Address: D-A85A, Bhragu Marg,
Bani Park,
Jaipur-302016
Phone No.: 0141-4040345(3 LINES)
Email: isme123@gmail.com

Kind Attention- Mr. Kamlesh Sharma

Subject: “Supply Installation Testing and Commissioning of Pressure indication display unit (CU 323) at Sindhi Camp Metro Station of Jaipur Metro Phase – 1A”

NIB No.: JMRC/O&S/EL/2018-19/NIB/029

Sealed bid is invited for Single source Supply Installation Testing and Commissioning of Pressure indication display unit (CU 323) at Sindhi Camp Metro Station of Jaipur Metro Phase – 1A as per Bid document attached. The rates shall be quoted in BOQ in the bid document.

Signed, stamped and sealed offers should reach in the Office of Manager (Traction / E&M), Room no. 107, Admin Building, Mansarover metro train depot, Bhrigu path, Mansarover, Jaipur-302020 by 13/11/2018 at 12:00 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 13/11/2018 at 12:30 hrs.

[Signature]

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

Encl:-Bid document
1 NOTICE INVITING BID(NIB)

F.No.- 2(104)/JMRC/O&S/TEM/2018/SITC of pressure indication display unit at SICP

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

KEY DETAILS

<table>
<thead>
<tr>
<th>a) Name of Work</th>
<th>“Supply Installation Testing and Commissioning of Pressure indication display unit (CU 323) at Sindhi Camp Metro Station of Jaipur Metro Phase – 1A” Dated: 05.11.2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) NIB No</td>
<td>JMRC/O&amp;S/EL/2018-19/NIB/029</td>
</tr>
<tr>
<td>c) Approximate Estimated Cost of Goods (including GST)</td>
<td>Rs. 62,186/-</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>09.00 hrs of 05.11.2018 to 11.00 of 13.11.2018</td>
</tr>
<tr>
<td>g) Last Date for submission of Bid</td>
<td>1200 hrs on 13.11.2018</td>
</tr>
<tr>
<td>h) Time &amp; Date of Opening of Bid</td>
<td>1230 hrs on 13.11.2018</td>
</tr>
<tr>
<td>i) Venue of Physical Submission and Opening of Bid</td>
<td>O/o Manager (Traction / E&amp;M), Room no. 107, Admin. Building, Mansarover metro train depot, Bhrigu path, Mansarover, Jaipur-302020</td>
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<tr>
<td>k) Validity of Bid</td>
<td>90 days from the last date of submission of bid.</td>
</tr>
<tr>
<td>l) Delivery Period</td>
<td>6-8 weeks from the date of issue of Letter of acceptance(LOA)</td>
</tr>
<tr>
<td>m) Performance Security</td>
<td>(05% of the contract amount) which shall have to be deposited within one week of LOA in the form of Banker’s Cheque/ Demand Draft/FDR/ Bank guarantee of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur</td>
</tr>
</tbody>
</table>

Note: The contract is governed by RTPP Act 2012 and RTPP Rules 2013.

Executive Director (Traction and E&M)
Room no. 322 11th Floor,
Admin Building, Metro Train Depot,
Bhrigu Path, Mansarover, Jaipur 302020
Tel: +91-141-2822103, Email: edem@jaipurmetsorail.in

2 INSTRUCTIONS TO BIDDERS
2.1 OBJECTIVE OF THE BID
Through this Bid, JMRC seeks bid for “Supply Installation Testing and Commissioning of Pressure indication display unit (CU 323) at Sindhi Camp Metro Station of Jaipur Metro Phase 1A” with OEM i.e. M/S Industrial Sales & Manufacturing Company, Jaipur.

2.2 INTRODUCTION
Sealed bid are invited for the Bid No. JMRC/O&S/EL/2018-19/NIB/029 towards “Supply Installation Testing and Commissioning of Pressure indication display unit (CU 323) at Sindhi Camp Metro Station of Jaipur Metro Phase – 1A” 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. Payment Terms
6. Grievance Redressal during Procurement process
7. 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.

2.3 COST OF BID DOCUMENT
Cost of bid is Nil .The complete bid document can be downloaded from the website http://transport.rajasthan.gov.in/jmrc or www.sppp.rajasthan.gov.in.

2.4 SUBMISSION OF BID
The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as “CONFIDENTIAL” and “Supply Installation Testing and Commissioning of Pressure indication display unit (CU 323) at Sindhi Camp Metro Station of Jaipur Metro Phase – 1A” to -

EXECUTIVE DIRECTOR (Traction and E&M)
Room no. 322 IInd Floor,
Admin Building, Metro Train Depot,
Bhrigu Path, Mansarovar, Jaipur 302020
Tel: +91-141-2822103, Email: edtem@jaipurmetrorail.in
3 Special Conditions of Contract (SCC):

3.1 The GST Number of the firm along with PAN, allotted by the Government of India should be enclosed with the bid.

3.2 The rates quoted shall be FOR JMRC Sindhi Camp Metro Station, Jaipur inclusive of all expenses i.e. all taxes (excluding GST), and transportation charges etc; no other charges shall be paid by JMRC.

3.3 The material is to be supplied within 6-8 weeks of issue of Letter of Acceptance (LOA).

3.4 Bid name and bid UBN no should be mentioned on the sealed offer.

3.5 The above material shall be delivered at JMRC Sindhi Camp Metro Station, Jaipur, to JE/ E&M JMRC.

3.6 Inspection Authority/ Consignee: BY JE/ E&M JMRC.

3.7 Validity of offer: Bidder is required to keep their offer open at least SIXTY days (60 days) from the date of tender opening.

3.8 Warranty Period: 1 month from the commissioning of the items.

3.9 The offer shall be unconditional and JMRC has the right to reject the tender in any stage. The JMRC reserves the right to accept or reject Bid without assigning any reasons.

3.10 Vendor is requested to quote their most competitive rate in schedule of items given at Annexure “A” (BOQ).

3.11 The rate must be stated for each item separately 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.

3.12 The validity of the Bid should be 90 days from the last date of the submission.

3.13 Before quoting the rate, contractor may visit the site to judge the conditions Clarification, if any, shall be obtained in writing from the Bid inviting authority before submission of the offer.

3.14 Bid will be opened on the specified date & time in presence of Bidders or their authorized representative who chooses to attend. Bidder’s authorized representative (who is authorised to submit the bid) must submit his authorization letter received from his authorised signatory with the bid in JMRC office at the time of bid opening.

3.15 No bid 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.

3.16 Released items, if any, shall be property of JMRC.

3.17 At the end of the Servicing, all machines/equipment under the Scope of work will be handed over as functional machine/equipment.

3.18 Performance Security Deposit

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

2) Performance Security will be discharged after completion of bidder’s performance obligations including warranty obligations under the contract.

3) 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.

4) Performance security shall be furnished in any one of the following forms:

   a. Bank Draft or Banker's Cheque of a scheduled bank;
b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for Bid Security. Format is Enclosed as per Annexure “B” of bid document.

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.

5) Performance security furnished in the form specified in clause 4 [b.] to [c] 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.

6) 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.

7) Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.

8) No interest shall be payable on the Performance Security Deposit.

4 Technical Specifications and Scope of work

(A) Technical specifications of the Pressure indication display unit (CU 323)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>HSN Code</th>
<th>Part No</th>
<th>Description</th>
<th>Qty</th>
<th>Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>84139190</td>
<td>97896795</td>
<td>Spare, Multi B -2 pump Control</td>
<td>1</td>
<td>GRUNDFOS</td>
</tr>
<tr>
<td>2.</td>
<td>998719</td>
<td></td>
<td>Site Service Charges</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

(B) Scope of work:
All the spares should be compatible to “Grundfos” Make Pressure indication display unit (CU 323) installed at Sindhi camp metro station, Domestic Water Pump Panel of JMRC Phase -1A. All spares shall be provided as per terms and conditions enclosed in Special Conditions of Contract (SCC).

5 Payment Terms-
Payment will be made on basis after satisfactory services report by the nominated JMRC staff. No extra charges will be paid for attending the complaint within one month after completion of work.
6 GRIEVANCE REDRESSAL DURING PROCUREMENT 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(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 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.

(4) **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.

(5) **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.

(6) **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 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:

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7 FINANCIAL BID:

Annexure "A"

### BILL OF QUANTITY (BOQ)

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Item details</th>
<th>Required quantity (A)</th>
<th>Unit</th>
<th>Rate/Unit (INR) (B)</th>
<th>Amount (INR) (C=AXB)</th>
<th>GST in Rs.(D)</th>
<th>Total Amount inclusive GST(INR) (E=C+D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hydro multi B Spare, Multi B - 2 pump Control Part No-97896795</td>
<td>01</td>
<td>No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Site Service Charges</td>
<td>01</td>
<td>No.</td>
<td></td>
<td></td>
<td></td>
<td>Total Amount INR(1+2)=</td>
</tr>
</tbody>
</table>

**Total Amount (IN Words):**

**NOTE:** The rate per unit(Column B) quoted shall be FOR JMRC Sindhi camp metro station, Jaipur, inclusive of all expenses i.e. all taxes (excluding GST which is separately shown in BOQ), and transportation charges etc; no other charges shall be paid by JMRC.

Signature of firm representative
(With seal of firm)

GST No. -

Signature

9
Annexure “B”

page-1of 2

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 Nib No. ______________ (hereinafter called “the contract”) to M/s. __________ (Name of the Contractor) ______________ (hereinafter 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 six (6) months 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 a
the cost of the Contractor

The Guarantee hereinafore 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” hereinafore 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) 2018 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: .................................