To,

M/S SWICHGEARS & STRUCTURALS (INDIA) PVT.LTD,
Plot No.-132 & 133, Phase V, IDA, Jeedimetla,
HYDERABAD-500055,
Phone: +91-40-23193379, 23193380,
FAX: 23193319
Email: switchgear@switchgearindia.com
www.switchgearindia.com

Subject: Single Source “Procurement of Spares of 25 KV Motorised Isolator.”


Signed, stamped and sealed offers should reach in the Office of DGM (Traction / E&M), Room no. 320, 3rd Floor Admin building, Mansarovar Metro train depot, Bhrigu path, Mansarovar, Jaipur-302020, 06.08.2020 at 11:30 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 06.08.2020 at 12:30 hrs.

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

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

F.No. - 6(38)/JMRC/O&S/TEM/2018-19/ spares of 25 KV motorised isolator/
Jaipur Metro Rail Corporation (JMRC) Ltd. invites bid as detailed below:

**KEY DETAILS**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Name of Work</td>
<td>Single Source “Procurement of Spares of 25 KV Motorised Isolator.”</td>
</tr>
<tr>
<td>b) NIB No.</td>
<td>JMRC/OS/EL/2020-21/NIB/ 215</td>
</tr>
<tr>
<td></td>
<td>Dated: 17/07/2020</td>
</tr>
<tr>
<td>c) Approximate Estimated Cost of Goods (including GST and forwarding charges)</td>
<td>Rs. 269040/- (INR Two lakh Sixty Nine thousand forty only)</td>
</tr>
<tr>
<td>d) Bid document availability period</td>
<td>16:00 Hours of 20/07/2020 at to 11:30 Hours of 06/08/2020</td>
</tr>
<tr>
<td>e) Last Date for submission of Bid</td>
<td>11:30 hrs on 06/08/2020</td>
</tr>
<tr>
<td>f) Time &amp; Date of Opening of Bid</td>
<td>12:30 hrs on 06/08/2020</td>
</tr>
<tr>
<td>g) Venue of Physical Submission and Opening of Bid</td>
<td>O/o DGM (Traction / E&amp;M), Room no. 320, Third Floor, Admin building, Mansarover metro train depot, Bhrigu path, Mansarover, Jaipur-302020</td>
</tr>
<tr>
<td>h) Performance Security</td>
<td>5 % of the contract amount in the form of Banker’s Cheque / Demand Draft / Bank guarantee of a Scheduled Bank in favor of “Jaipur Metro Rail Corporation Ltd. “ payable at Jaipur as per RTPPR rule 75</td>
</tr>
<tr>
<td>j) Validity of Bid</td>
<td>90 days from the last date of submission of bid.</td>
</tr>
<tr>
<td>k) Execution of works</td>
<td>Within 12 weeks from the date of issue of your Purchase order.</td>
</tr>
</tbody>
</table>

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

Executive Director (Traction and E&M)
JMRC, Room no. 407, 4th Floor, Admin Building,
Mansarover Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edem@jaipurmetrorail.in
2. INSTRUCTIONS TO BIDDERS

2.1 OBJECTIVE OF THE BID

Through this Bid, JMRC seeks bid for Single Source “Procurement of Spares of 25 KV Motorised Isolator.” with OEM i.e. M/S SWICHGEARS & STRUCTURALS (INDIA) PVT.LTD, Plot No.-132 & 133, Phase V, IDA, Jeedimetla, HYDERABAD-500055.

2.2 INTRODUCTION

Sealed bid is invited for the NIB No. JMRC/O&S/EL/2020-21/NIB. Single Source “Procurement of Spares of 25 KV Motorised Isolator.” 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. Various Forms
6. Grievance Redressal during Procurement process
7. Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
8. 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 Bids will be opened on next working day.

2.3 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 “Procurement of Spares of 25 KV Motorised Isolator.”

Executive Director (Traction and E&M)
JMRC, Room no. 407, 4th Floor, Admin Building,
Mansarovar Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edtem@jaipurmetrorail.in
3. **SPECIAL CONDITIONS OF CONTRACT (SCC):**

1. Bidder should have valid GST registration number and required to enclose copy of registrations shall be paid extra at actual as per govt. rule at the time of billing, however present rate is @ ....... . 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 document.

2. The rates quoted shall be For JMRC office, Mansarover Metro Depot, Jaipur-302020, and site inclusive of all expenses i.e. all taxes (excluding GST and forwarding charges which are being taken in to account in BOQ), No other charges shall be paid by JMRC.

3. **Delivery:** The supply of the spares within 12 weeks from the issue of purchase order. Warranty card/ undertaking of material supplied by you must be signed by you should be attached with invoice of material.

4. **Bid name and bid No.** should be mentioned on the sealed offer.

5. **Payment Terms:** 100% payment after receipt and acceptance of material. There will be no advance payment.

6. **Inspection Authority:** BY JE/PSI or nominated JMRC representative.

7. **Claim for damage, Short:** - Notice for Damage in transit or loss of goods will be noticed in writing to you within 10 days of receipt of goods. You will be responsible or liable for the same.

8. **Validity of offer:** - Tenderer is required to keep their offer open at least ninety days (90 days) from the date of tender opening.

9. **Right to vary quantity** –
   1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
   2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers of JMRC to the extent permitted Rule 73 of RTPPR 2013 (up to latest amended). Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased.

10. **Warranty Period:** Materials should have a guarantee for a period of 12 months from the date of dispatch.

11. **Performance security:** You are required to submit performance security of 05% of contract value vide clause no. 1(h) of NIB and also as per Clause 75 scheduled bank/Bank Guarantee (Annexure ‘A’ attached) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd payable at Jaipur,
Fixed Deposit Receipt (FDR) of a scheduled bank within 10 days of receipt of this P.O. The performance security if submitted in the form of Bank Guarantee, the same should be valid for the period of 12 Months and 60 days.

12. **Refund of Performance Guarantee:**
   The performance guarantee shall be refunded after two months of the completion date of work completion including warranty and other contract obligations as recorded by Engineer-in-charge.

13. **Power of attorney:** in case bidder’s firm is partnership/company/consortium then, the 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 authorising the nominated person to be in-charge to sign bid document, in cur all liabilities and receive instructions.

14. Vendors are requested to quote their most competitive rate in schedule of items given at Bill of Quantity (BOQ).

15. **The bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed tender form, OEM certificate, GST Registration and allotted by the government of India and state government should be enclosed. Incomplete and unsigned Bid is liable to be rejected before release of final bid.**

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

17. The offer to be addressed to ED (Traction and E&M), JMRC, 4th Floor, Room No. 407, Admin Building, Metro Depot, near Ganga Jamuna petrol pump, Mansarover, Jaipur-302020.
4. **TECHNICAL SPECIFICATION AND SCOPE OF WORK**

(A) Technical specifications of the spare part

<table>
<thead>
<tr>
<th>S.No</th>
<th>Product Description</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Isolator operating motor (Switchgear and structural (India) Pvt Ltd)</td>
<td>110V DC, 0.5HP</td>
</tr>
<tr>
<td>2</td>
<td>operating Coil</td>
<td>110V DC</td>
</tr>
<tr>
<td>3</td>
<td>Closing Coil</td>
<td>110V DC</td>
</tr>
<tr>
<td>4</td>
<td>Over Load Relay M/s Siemens Model, Sirius 4.5A to 6.3A max with stop, reset feature</td>
<td>110V DC</td>
</tr>
<tr>
<td>5</td>
<td>Auxiliary contacts (8NO + 8NC) of suitable current rating</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Limit switch</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Auxiliary Contacts for operating rod</td>
<td></td>
</tr>
</tbody>
</table>

- Besides, all items should be compatible with existing device as per actual installation of site.
GENERAL INFORMATION

Notes:

I. Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.

II. In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.

1. Bidder Company details (in case of consortium, details of Lead Partner)
   (a) Name of Bidder Company:
   (b) Address of the corporate headquarters and its branch office(s), if any, in India:
   (c) Date of incorporation and/or commencement of business:

2. Particulars of the Authorised Signatory of the Applicant:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

3. PAN Number (attach photocopy):

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

5. Bank Account Details (for purpose of receiving payment from JMRC):
   a. Name of the Account Holder:
   b. Name of the Bank:
   c. Branch Address:
   d. 9-digit MICR Code:
   e. Account type (SB, Current, Cash Credit A/c, etc.):
6. In the case of a consortium:
   a. Names of participating members / constituents
      (a) 
      (b) 
      (c) 
   b. Address, telephone, Tele-fax and email of each members / constituent.
      
      Registered Office                     Office for correspondence
      (a) ________________________________  ________________________________
      (b) ________________________________  ________________________________
      (c) ________________________________  ________________________________
   c. Distribution of responsibilities among partners / constituents. (Among other
details, specify the sub-items of works for which each of the partners /
constituents would be responsible).

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

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

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

   g. If the company is subsidiary, what involvement, if any, will the Parent
   Company have in the Project?
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 Single Source “Procurement of Spares of 25 KV Motorised Isolator.” (JMRC/O&S/EL/2020-21/NIB/415) 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 ...... 2020.

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.
FORM - C

PROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from the requirements of the Bid specifications.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause</th>
<th>Deviations</th>
<th>Remarks (including justification)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidders

NOTE

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.

Signature of Authorized Signatory
MANUFACTURER'S AUTHORIZATION

"We hereby undertake that our firm .........................are the manufacturer and supplier for the of spares of 25 KV motorised isolator."

Date:

[Signature]
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of ______ 2020 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.

2. Whereas Jaipur Metro Rail Corporation limited has awarded the contract for Single Source “Procurement of Spares of 25 KV Motorised Isolator.” of Jaipur Metro Rail corporation (hereinafter called “the Contract”) to M/s _________________ (Name of the Contractor) (hereinafter called “the Contractor”)

3. 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).

4. 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.

5. 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.

6. Performance security furnished in the form specified shall remain valid for a period of 60 days (Sixty days) beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.
7. 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 Para 5, above, 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.

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

9. 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 thereof shall in no way relieve the bank of their liability under this deed.

10. 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) 2020 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 ...........................................
5. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is Director (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 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;
(c) Applicability of the provisions of confidentiality.

(4) Form of Appeal

(a) An appeal under Para (I) 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.
6. 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:
   .................................................................
   ................................................................. (Supported by an affidavit)

7. Prayer:
   .................................................................

Place ........................................

Date .........................................

Signature
### FINANCIAL BID: -
BILL OF QUANTITY (BOQ)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Product Description</th>
<th>Unit</th>
<th>Quantity Required</th>
<th>Unit Rate</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Isolator operating motor (M/s switchgear and structure</td>
<td>Nos.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(INDIA) Pvt Ltd.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>operating Coil</td>
<td>Nos.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Closing Coil</td>
<td>Nos.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Over Load Relay</td>
<td>Nos.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Auxiliary contacts(8NO +8NC)</td>
<td>Nos.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Limit switch</td>
<td>Nos.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Auxiliary Contacts for operating rod</td>
<td>Nos.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total

Freight

Total

GST@.........

Grand Total

**NOTE:**

1) The rates quoted shall be For JMRC office, Mansarover Metro Depot, Jaipur-302020, and this inclusive of all taxes (excluding GST and forwarding charges which is being taken in to account in BOQ), and no other charges shall be paid by JMRC.

2) All items should be compatible with existing device as per actual installation of site.

Signature of firm representative
(With seal of firm)

GST No. _________