

JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Govt. of Rajasthan undertaking)

Directorate of Operations & Systems

3rd Floor, Administrative Building, Bhrigu Path, Mansarovar, Jaipur- 302020
Tel. No. 0141-2822106 (O), E-mail – edst@jaipurmetrorail.in



No.- F2(20)/JMRC/O&S/S&T/AMC-DC SYSTEM/2018-19/

Dated -24/12/2018

To,

M/s Eltek SGS Pvt. Ltd.,
Plot No. 362, Pace City II Sector 37,
Gurgaon, Haryana-122001

Email: Rajib.Gupta@eltek.com

Subject: "Single source bid for Initial Repair & Comprehensive Annual Maintenance Contract of DC system of Eltek make installed at Nine Metro Stations and at Mansarovar Metro Depot in JMRC.

Sealed bid is invited for Single source bid for Initial Repair & Comprehensive Annual Maintenance Contract of DC system of Eltek make installed at Nine Metro Stations and at Mansarovar Metro Depot in JMRC 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 DGM (S&T), Room no. 317, 3rd Floor, Admin Building, Mansarovar Metro Train Depot, Bhrigu path, Mansarovar, Jaipur-302020 by 08/01/2019 at 15:00 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 08/01/2019 at 15:30 hrs.

24.12.18

General Manager (S&T)

JAIPUR METRO RAIL CORPORATION LTD.

Encl:-Bid document



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**1. NOTICE INVITING BID(NIB)**No.- F2(20)/JMRC/O&S/S&T/AMC-DC SYSTEM/2018-19/

Dated: 26/12/2018

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed bid (single stage one envelope method) as detailed below:

KEY DETAILS

a)	Name of Work	Single source bid for Initial Repair & Comprehensive Annual Maintenance Contract of DC system of Eltek make installed at Nine Metro Stations and at Mansarovar Metro Depot in JMRC
b)	NIB/ Bid No.	<u>F2(20)/JMRC/O&S/S&T/AMC-DC SYSTEM/2018-19</u> dated 26/12/2018
c)	Approximate Estimated Cost (including GST)	Rs. 3,48,764.94/-
d)	Last Date for submission of Bid	1500 hrs on 08/01/2018
e)	Time & Date of Opening of Bid	1530 hrs on 08/01/2018
f)	Performance Security	10% of the contract amount
g)	Venue of Physical Submission and Opening of Bid	O/o DGM (S&T), Room no. 317 , 3 rd Floor, Admin Building, Mansarovar Metro Train Depot, Bhriugu path, Mansarovar, Jaipur-302020
h)	Websites for downloading Bid Document and subsequent clarification/ modification, if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
i)	Validity of Bid	90 days from the last date of submission of bid.
j)	Execution of works	The period of Initial repair will be of 30 days from LOA and the period of CAMC will be 12 month. This CAMC will start after 15 days from the handover of repaired items as per clause 4.2.1.

Note:

1. The contract is governed by RTPP Act 2012 and RTPP Rules 2013
2. All service providers or their authorized representative may attend the opening of Bid.
3. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
4. In case of any further details required, the same can be collected from the office of GM(S&T)

General Manager (S&T)

JMRC, Room no. 314, 3rd Floor, Admin Building,

Mansarovar Metro Train depot, Jaipur – 302020

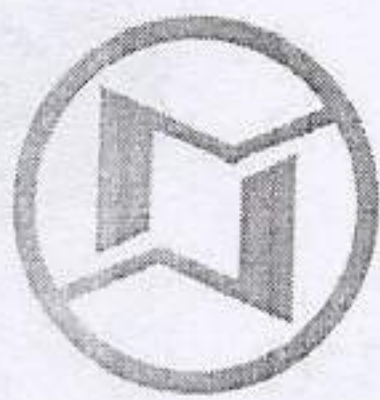
Tel: +91-141-2822106, Email: edst@jaipurmetrorail.in

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005

CIN: U60221RJ2010SGC030630

Website: www.transport.rajasthan.gov.in/jmrc

Page 2



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2. INSTRUCTIONS TO SERVICE PROVIDERS

2.1 OBJECTIVE OF THE BID

Through this Bid, JMRC seeks bid for Initial Repair & CAMC of DC system of Eltek make installed at Nine Metro Stations and at Mansarovar Metro Depot in JMRC from OEM M/s Eltek SGS Pvt. Ltd.

2.2 INTRODUCTION

Sealed bid is invited for the Bid No. **F2(20)/JMRC/O&S/S&T/AMC-DC SYSTEM/2018-19/ "Single source bid for Initial Repair & Comprehensive Annual Maintenance Contract of DC system of Eltek make installed at Nine Metro Stations and at Mansarovar Metro Depot in JMRC"** by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer' in accordance with this Bid Package. The Bid Document consists of the following:

- (i) Notice Inviting Bid (NIB)
- (ii) Instructions To Service providers (ITB)
- (iii) Special Conditions of Contract (SCC)
- (iv) Technical Specifications and Scope of work
- (v) Grievance Redressal during Procurement process
- (vi) Financial Bid - Bill of Quantities
- (vii) Form A- Certificate of Conformity/No Deviation
- (viii) Form B-Indemnity Bond
- (ix) Form C-Declaration for replacement if the JMRC module damaged in the custody of Service provider

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 bid 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.
- (C) Approved GCC is applicable and available on the JMRC website successful service provider shall sign the complete GCC submit to the JMRC.

2.3 BID DOCUMENT

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

2.4 SUBMISSION OF BID

- a) 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 **"Bid for Initial Repair & Comprehensive Annual Maintenance Contract of DC system of Eltek make installed at Nine Metro Stations and at Mansarovar Metro Depot in JMRC"** with NIB No./ Bid No. and shall be addressed to:

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General Manager(S&T)

JMRC, Room no. 314, 3rd Floor, Admin Building,

Mansarovar Metro Train depot, Jaipur – 302020

Tel: +91-141-2822106, Email: edst@jaipurmetrorail.in

- b) All pages the bid of shall be signed by the Service provider in token of acceptance of all the terms and conditions of the bidding documents. Form A, B & C shall be submitted along with this Bid.
- c) The BOQ shall be filled in this Bid itself.

2.5 Cost & Language of Bidding

- a) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the service provider and the procuring entity, shall be written only in English/ Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.6 Negotiations

- d) Negotiations may, however, be undertaken with the Service provider when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other service providers.
- e) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- f) A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Service provider has received the intimation and consented to regarding holding of negotiations.
- g) Negotiations shall not make the original offer made by the Service provider inoperative. The bid evaluation committee shall have option to consider the original offer in case the Service provider decides to increase rates originally quoted or imposes any new terms or conditions.
- h) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

2.7 Conflict of Interest

JMRC requires that M/s Eltek SGS Pvt. Ltd. shall provide their services in a professional, objective and impartial manner and at all times hold JMRC's interest paramount, avoid conflicts with other assignments or its own corporate interests, and act without consideration for further work/services. M/s Eltek SGS Pvt. Ltd. shall not engage either directly or indirectly any other agency for the work during the contract

period and any business or professional activities, which would conflict with activities assigned.

2.8 Termination for Default

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.

If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit (if any) may be forfeited.

Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

2.9 Performance Security:

- 2.9.1 Prior to execution of Contract Agreement, Performance security shall be solicited from the 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.
- 2.9.2 The amount of performance security shall be 10% of the contract amount.
- 2.9.3 Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled Commercial bank;
 - b. Bank guarantee/s of a scheduled Commercial bank. It shall be got verified from the issuing bank.





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- 3 Performance security above shall remain valid for a minimum period of 13 months after signing of LOA and must include all contractual obligations of the Bidder, including Defect liability period obligations.
- 4 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.
- 5 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.
- 6 The Performance security shall be discharged once the Contract period as mentioned in bid document is over.
- 7 No interest shall be payable on the Performance Security Deposit.

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3. Special Conditions of Contract (SCC):-

1. Service provider should have valid GST registration number and should submit with bid document.
2. The rates (excluding GST which should be shown separately) quoted shall be for JMRC office, Mansarovar Metro Depot, Jaipur-302020; no other charges shall be paid by JMRC.
3. The Initial repair work of faulty items is to be executed within 30 days from the issue of purchase order. CAMC will only start after 15 days from the date of installation of the repaired item.
4. Bid name and Bid No should be mentioned on the sealed offer.
5. Payment Terms-
 - No payment in advance shall be considered.
 - Payment will be made on half yearly basis after satisfactory services report by the JMRC nominated staff.
 - No extra charges will be paid for attending the complaint.
6. Inspection Authority: BY Nominated JMRC representative.
7. Validity of offer:- Service provider is required to keep their offer open at least NINETY days (90 days) from the date of bid opening.
8. Duration of CAMC contract: 1 year after 15 days from the date of installation of the repaired item.
9. The offer shall be unconditional and JMRC has the right to reject the bid in any stage.
10. The contract is governed by RTPP Act 2012 and RTPP Rules 2013
11. Collection of faulty items during CAMC to send at Service centre for repairing shall only be arranged by the service provider. JMRC is not liable to pay any charges other than mentioned in financial bid.
12. The service provider shall submit Indemnity Bond as per performa attached at Form-B on Non-Judicial stamp paper as per Stamp Act before taking over the faulty modules of DC system from JMRC for repair.
13. The service provider shall submit a Declaration as per performa attached at Form-C certifying that if any module during CAMC period got damaged in his custody or in his premises, then service provider will replace the JMRC owned module with the same new module or the higher version module which will be compatible with the DC system installed at Jaipur Metro Rail Corporation Ltd.

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**4. Technical Specifications and Scope of work**

Scope of the work of this bid will include the following services to keep the system in good working order:

- Initial Repair of the faulty items
- Comprehensive Annual Maintenance following Initial repair of the faulty items for one year.

4.2.1 Initial repair:-

Currently, two numbers of rectifier modules and eleven numbers of smart packs controllers are in not working condition which is installed at various locations of Jaipur Metro Sites. The scope of work for initial repair will include repair of these faulty items (refer below table) preceding Comprehensive Annual Maintenance.

Table 1

<u>S.No.</u>	<u>Faulty item name</u>	<u>Qty</u>
1	Smart pack Controller for 48V DC	11
2	Rectifier Modules	2

- The above faulty items shall be handover to service provider by JMRC for repair after issuing of Letter of Acceptance (LOA) and service provider shall only be liable or responsible for any damages during transportation of the faulty items.
- The time limit for repairing the faulty items shall be 30 days from the date of faulty items handover to service provider. After repairing the faulty items, the repaired items will be handover to JMRC along with the following reports:-
 - ✓ Report having description of fault diagnosed
 - ✓ List of the parts which are replaced / repaired
 - ✓ Testing & service sheets after repairing
 - ✓ Warranty of repaired items, if any.
- Taken over of the repaired items will only be done by JMRC after checking workability of the repaired items. Also, faulty parts are to be returned to JMRC. The repaired items will be installed at sites and their workability will be under observation for 15 days.
- After ensuring the workability of repaired items, payment of repair will be processed with the payment of CAMC after receiving separate invoice for the said repairing.
- CAMC will only start after 15 days from the date of installation of the repaired items for one year.

42

4.2.2 Comprehensive Annual Maintenance:-

Comprehensive Annual Maintenance shall include following scope of work as minimum:-

- a) 24x7 Online, offline, onsite support as and when required.
- b) Breakdown/Corrective maintenance calls as & when required in event of failure of the DC system installed at CSS.
- c) Preventive Maintenance once in six months of the DC system installed at various JMRC locations as.
- d) The Service plan for executing the work for corrective maintenance shall include the following procedures:-

- The Comprehensive Annual Maintenance Contract will include services, repairs and replacements (if necessary) to upkeep the DC system of Jaipur Metro in good working condition.
- Preventive as well as corrective maintenance of the system will be a part of the CAMC contract.
- In case of any failure/fault, a complaint will be logged through call/e-mail for which a complaint ticket No. will be issued. The ticket number will be tracking reference for both parties till the closure of failure/fault
- Response time will be as per clause 4.2.4.
- In first step, the failure may be attended by providing telephonic/on call support to JMRC staff. If failure rectified by telephonic/on call support then the complaint ticket will be closed automatically. But if the failure could not be rectified on telephonically, then the visit of contractor's engineer is necessitated.
- If any part of the system found faulty during failure then the faulty part/item shall be replaced by the service provider from its own spares. Service provider shall have to maintain his own spare except consumables items (SPD, MCB and Fuses) for CAMC. However, in case of non availability of any spare and considering the failure criticality, service provider may use JMRC's own spares after approval by concern authority, if available. But the Service provider has to arrange its spare or repaired item(s) within 21 days. Spare of consumables items will only be maintained by JMRC. If the spare/repaired parts are not delivered within 21 days as specified then a penalty as per clause 4.2.5 will be imposed on the service provider which will be deducted from the half yearly payment for the CAMC charges.
- For any malfunctioning/ failure of any hardware device, part/ component, contractor will replace/ rectify the part/ parts with the same/ similar part number or the latest parts available from the original manufacturer.
- Maximum time to rectify the failures of all categories will be as per clause 4.2.4. After wards, penalty as per clause 4.2.5 will be imposed on the service provider which will be deducted from the half yearly payment for the CAMC charges.
- Collection of faulty items during CAMC to send at Service centre for repairing and returning of repaired items to JMRC shall only be arranged by the service provider.
- After repairing the faulty items, the repaired items will be handover to JMRC with at his cost following reports:-



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- ✓ Report having description of fault diagnosed
 - ✓ List of the parts which are replaced / repaired
 - ✓ Testing & service sheets after repairing
 - ✓ Warranty of repaired items
- Taken over of the repaired items will only be done by JMRC after checking workability of the repaired items. Also, faulty parts are to be returned to JMRC.
- e) The Service plan for executing the work for preventive maintenance shall include the following procedures:-
- During the validity of the contract, the company will render preventive maintenance services of the equipments at the frequency of six month in one year or as required at locations as per Table 2. His scope of work includes unit check-up and general cleaning, chemical cleaning of electronic card, repair/replacement of components as per the actual requirement of the system during preventive maintenance and record the observations in the log book maintained by JMRC with his signature in addition to day to day attending of faults/Maintenance when reported by JMRC staff. The contractor will submit the preventive maintenance service report after performing the same and should be endorsed by JMRC staff.
 - Other than regularly preventive maintenance, the contractor's Engineer shall also engage during preventive maintenance scheduled by JMRC's staff in case of assistance required by JMRC. Any abnormality of the system found during preventive maintenance shall also be considered a part of Comprehensive AMC and same shall be reported to contractor through telephonically sms or e-mail and contractor shall attend the call and carryout corrective maintenance /repair to put right the system within 8 hrs. Contractor shall make his all out efforts to adhere the time schedule of preventive as well as corrective maintenance.
 - Response time, MTTR and penalty will be same as per clause 4.2.4 & 4.2.5 for both preventive and corrective maintenance.
 - The contractor has to maintain a register for the periodical maintenance and repair, which have to be jointly signed with representative of the JMRC, which is witness the same, and the contractor representative. The contractor should depute only qualified / experienced technicians for carrying out the preventive maintenance work.

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**Table 2: Detail of Equipment/ Machine and Location during CAMC period:**

<u>Description</u>	<u>Make</u>	<u>Quantity</u>	<u>Location</u>	<u>Remarks</u>
48 V DC & 100/150/200 Amp DC system (technical specification mentioned at clause 4.1)	M/s Eltek SGS Pvt. Ltd.	20 nos.	1. Mansarovar Metro Station 2. New Atish Market Metro Station 3. Vivek Vihar Metro Station 4. Shyam Nagar Metro Station 5. Ram Nagar Metro Station 6. Civil Line Metro Station 7. Metro Railway Station 8. Sindhi Camp Metro Station 9. Chandpole Metro Station 10. Mansarovar Metro Depot	02 DC system at each location

Note:- The CAMC is for preventive as well as for break down maintenance and includes repair and replacement of all parts free of charge during the CAMC Period except consumables i.e. SPD, MCB and Fuses. These consumables items will only be maintained by JMRC.

4.2.3 Support and Call-out services:-

The support and call-out services shall include:-

- Support availability for 24 hours per day and 7 days per week. Support engineer may be called on holidays if required during breakdown of the system.
- The contractor will attend to all the calls from JMRC on all working days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and even on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. JMRC reserves the rights to decide any job as urgent or unavoidable depending upon the nature and venue of the job. The Service provider is liable to take the maintenance job in the holidays due to urgency of work/ instruction of the In-Charge, Telecom of this Office.
- The engineer must be competent and experienced staff for support and call-out services.
- The contractor shall provide escalation matrix along with contact details.
- The contractor shall provide helpline number with a list of maintenance staff/engineer together with the contact mobile/ telephone number who can be contacted for support in case of emergency.
- Contractor support commitments are based on the severity of the problem.

4.2.4 Time Frames:

<u>Description of failure</u>	<u>Response Time</u>	<u>MTTR</u>
Minor/Major failure	02 Hrs	24 hrs
Critical	01 Hrs	10 hrs

Definitions of time frames-

- Response Time: The time taken by contractor reporting of the call to the time support engineer attends the fault.
- MTTR (Maximum Time to Repair): The time taken from the reporting of complaint till fault rectification.

4.2.5 PENALTY:

If service provider is failed to rectify failure and return repaired/spare part(s) of JMRC as per service plan of the bid document then penalty will be imposed as following:

Table 3

S.No.	Description	Penalty
1.	For attending and rectification of failures (Major/Minor & critical)	
a)	Beyond MTTR (Mean Time to Restore) up to 1 day	Rs. 500/- per day
b)	Within 1 day to 5 days	Rs. 1000/- per day
c)	After 5 days	Rs. 2000/- per day
2.	For providing/return repaired items of JMRC within 21 days (T) from the date of handover of faulty item to service provider	
a)	Beyond T days up to T+5 day	Rs. 500/- per day
b)	Within T+5 day to T+10 days	Rs. 1000/- per day
c)	After T+10 days	Rs. 2000/- per day
3.	Maximum Penalty	10% of AMC Value



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15
YEARS OF
CELEBRATING
THE MILESTONE**4.2.6 Technical specifications of DC System installed at JMRC****Table 4**

S. No.	Description	Item details	Remarks
1.	<u>Technology Specification</u>	TEC/GR/FLA/SMP-001/06/June. 2010	
2.	<u>Type of unit</u>	SMPS based power plant (small capacity)	
3.	<u>Manufacturer</u>	Eltek SGS (p) Ltd.	
4.	<u>Model No.</u>	PRS 1801 FP-02	
5.	<u>Input voltage phase</u>	415 V, AC nominal & 3 Phase	
6.	<u>Output voltage/current</u>	48 V DC & 100/150Amp	
7.	<u>System Specifications</u>		
	(a) AC Input Voltage		
	Nominal	415 V AC	
	Range	156-520 V AC	
	(b) Frequency		
	Nominal	50 Hz	
	Range	45-55 Hz	
	(c) Power Factor >0.95		
	(d) Output Current 100A/150A		
	Output Voltage		
	Output Voltage	48 V (settable)	
	Boost Voltage	-55.2 V	
	Float Voltage	-53.50 V	
	Direct Supply Voltage	-48 V	
	Availability Check	-44.4 V	
	(e) Efficiency >90%		
	(f) Voltage Regulation		
	Static Regulation	+/- 0.5% from 0 to 100% load	
	(g) Dynamic Response		
	Dynamic Regulation	+/-5% for 25-100% load or 100-25% load variation regulation time <10ms	



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	(h) Ripple and Noise		
	<300 mV pp differential, 50/60 MHz. BW limited measurement		
	<2 m Vrms psophometric		
8.	<u>Temperature</u>		
	Storage Temperature	0°C-+70°C	
	Operating Temperature	0°C-+55°C	
9.	<u>Humidity</u> : 95% RH at max. 40°		
10.	<u>Current</u>		
	Nominal	100A/150A DC	
11.	<u>Module Specification</u>		
	AC input Voltage	90-300 V AC	
	Frequency	45 to 55 Hz	
	Output Voltage	53.5 V DC (Adj. Range 44.4 to 56 V DC)	
	Output Power	1400 W	
	Output Current	25 A	
12.	<u>Environment</u>		
	System Complies standards	QM-333, Category B2 of QA (BSNL)	
13.	<u>Cooling</u>	Forced cooling, horizontal front-to-back airflow (for Rectifier)	
14.	<u>Other Description</u>	Compatible with VRLA batteries only	

5. 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 Service provider or prospective service provider 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:



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Provided that after the declaration of a Service provider as successful the appeal may be filed only by a Service provider 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 Service provider 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 Service provider or prospective service provider or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Service provider or prospective service provider 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 Service providers 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

dp



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3rd Floor, Administrative Building, Bhriku Path, Mansarovar, Jaipur- 302020

Tel. No. 0141-2822106 (O), E-mail – edst@jaipurmetrorail.in



(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.

AP



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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

6. Grounds of appeal:

.....

.....(Supported by an affidavit)

7. Prayer:

.....

Place

Date

Signature

Handwritten signature



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6. FINANCIAL BID: -

BILL OF QUANTITY (BOQ)

S.No.	Work Description	Item detail	Required quantity (A)	Unit	Rate/Unit (INR) (B)	Amount (INR) (C=AXB)
1.	Initial Repair	Smart pack Controller	11	Nos.		
		Rectifiers	02			
2.	CAMC	48 V DC & 100/150/200 Amp DC system	20	Nos.		
					Net Amount INR=	
					GST in Rs.(D)	
					GST ____%	
					Total Amount INR(including GST)=	
					Total Amount (IN Words):	

NOTE:

- i. The rates quoted in column B and C above, shall be for JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all except GST. The rate of GST shall be as applicable on the date of billing.

Signature of firm representative
(With seal of firm)

GST No. - _____



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7. Form A: Certificate of Conformity/No Deviation {to be filled by the Service provider}

To,

General Manager (S&T)
Jaipur Metro Rail Corporation
Mansarovar Metro Train Depot,
Bhriugu 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 Service provider: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

dy



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8. Form B: INDEMNITY BOND

This deed of Indemnity executed by **M/s Eltek SGS Pvt. Ltd., Plot No. 362, Pace City II Sector 37, Gurgaon, Haryana-122001**, herein after referred to as 'Indemnifier' Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of **M/s JAIPUR METRO RAIL CORPORATION Ltd.** Hereinafter referred to as the 'Indemnified' Which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to. Whereas the indemnified herein has awarded to the Indemnifier herein a Letter of Acceptance for **"Single source bid for Initial Repair & Comprehensive Annual Maintenance Contract of DC system of Eltek make installed at Nine Metro Stations and at Mansarovar Metro Depot in JMRC"** on terms and conditions set out inter alia in the LOA No F2 (20)/JMRC/O&S/S&T/AMC-DC System/2018-19/_____ dated on _____ for a total value of being repaired Modules (11 No. of Smart Pack Controller & 02 No. of Rectifiers) for an amount of Rs.2,98,000/- (Rupees Two Lac Ninety Eight Thousand only). This bond will be for the safe custody of JMRC materials at the firm's premises till the items are taken over by JMRC.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of the loss or damage, if occurred during transition of asset to and from JMRC and failure in returning the asset back within contract period.

Place:

(.....)

Date:

Authorized Signatory
Company Seal

Witness:

1.....

Signature with Name, Designation & Address.

2.....

Signature with Name, Designation & Address.

Handwritten signature Note: - This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005

CIN: U60221RJ2010SGC030630

Website: www.transport.rajasthan.gov.in/jmrc

Page 20



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9. Form C: Declaration for replacement if the JMRC module damaged in the custody of Service Provider

To,

General Manager (S&T)
Jaipur Metro Rail Corporation
Mansarovar Metro Train Depot,
Bhrigu Path, Mansarovar, Jaipur – 302020

This is to certify that, if any module during CAMC period got damaged in our custody or in our premises, then we will replace the JMRC owned module with the same new module or the higher version module which will be compatible with the DC system installed at Jaipur Metro Rail Corporation Ltd.

Thanking you,

Name of the Service provider: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Handwritten signature