

F. No. - 2(129)/JMRC/O&S/TEM/2020-21/Overhauling of Tower Wagon Engine/9449

Dated: 22-01-2020
21.01.2020

To,

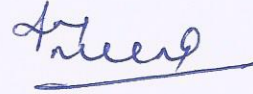
M/s B.S.E.S. (INDIA) PVT. LTD.
N.H.8, Goverdhan Vilas,
Ahmedabad Road, Udaipur (Raj.)-313001, India.
Tel:- 0294-2640165, 9414163622
Email: - deutz@bsesindia.com

Subject: Single source "Replacement of Oil Cooler and Gasket of DEUTZ make Engine of Tower Wagon"

NIB No.: JMRC/O&S/EL/2020/NIB/035

Sealed bid is invited for Single source Procurement of "Replacement of Oil Cooler and Gasket of DEUTZ make Engine of Tower Wagon" as per Bid document attached herewith. The rates shall be quoted in BOQ in the bid document.

Signed, stamped and sealed offers should be reach in the Office of Manager (Traction / E&M), Room no. 107, First Floor Admin building , Mansarovar Metro train depot, Bhrigu path, Mansarovar, Jaipur-302020 by 28/01/2020 by 14:00 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 28/01/2020 at 15:00 hrs.



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

Encl.: Bid document

1. NOTICE INVITING BID (NIB)

F.No.-2(129)/JMRC/O&S/TEM/2020-21/ Overhauling of Tower Wagon Engine
Jaipur Metro Rail Corporation (JMRC) Ltd. invites bid as detailed below:

KEY DETAILS

a)	Name of Work	Single source "Replacement of Oil Cooler and Gasket of DEUTZ make Engine of Tower Wagon"
b)	NIB No.	JMRC/O&S/EL/2020/NIB/035
c)	Approximate Estimated Cost of Goods (including GST and forwarding charges and RITES inspection charges)	1,15,108/-
d)	Bid document availability period	16.00 Hours of 22 /01/2020 at to 14.00 Hours of 28 /01/2020
e)	Last Date for submission of Bid	14.00 Hours of 28 /01/2020
f)	Time & Date of Opening of Bid	15.00 Hours of 28 /01/2020
g)	Venue of Physical Submission and Opening of Bid	O/o Manager (Traction / E&M), Room no. 107, First Floor, Admin building , Mansarovar metro train depot, Bhrigu 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	Within 1 months from the date of issue of purchase order.
k)	Performance Security	05% of the total contract price as per SCC

Note: The contract is governed by RTPP Act 2012 and RTPP Rules 2013. Bidder shall be prepared and submitted in accordance with the instruction given herein. General Condition of Contract (GCC) of JMRC shall form an invariable part of this bid document. A copy of GCC is available on JMRC website.

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



Signature of Authorized Signatory

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2. INSTRUCTIONS TO BIDDERS

2.1 OBJECTIVE OF THE BID

Through this Bid, JMRC seeks bid for **Single source "Replacement of Oil Cooler and Gasket of DEUTZ make Engine of Tower Wagon"** With M/s B.S.E.S. (INDIA) PVT. LTD., N.H.8, Goverdhan Vilas, Ahmedabad Road, Udaipur (Raj.)-313001. India.

2.2 INTRODUCTION

Sealed bid is invited for the Bid No. JMRC/O&S/EL/2020/NIB/035. Single source "Replacement of Oil Cooler and Gasket of DEUTZ make Engine of 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:

- (i) Notice Inviting Bid (NIB)
- (ii) Instructions To Bidders (ITB)
- (iii) Special Conditions of Contract (SCC)
- (iv) Technical Specifications and Scope of work
- (v) Tender Opening and Evaluation
- (vi) Format of Bank Guarantee for Performance Security
- (vii) Grievance Redressal during Procurement process
- (viii) Financial Bid - Bill of Quantities

Note: -

(A) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the below mentioned websites. All the information, intimation and updates regarding this tender shall be published on below 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 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

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 "**Replacement of Oil Cooler and Gasket of DEUTZ make Engine of Tower Wagon**"

Manager (Traction / E&M)

Room no. 107 1st Floor, Admin Building,

Mansarovar Metro Train depot, Jaipur – 302020

Tel: +0141-2822115, Email: mgrem.jmrc@gmail.com



Signature of Authorized Signatory

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3. Special Conditions of Contract (SCC):-

1. Bidder should have valid GST registration number. GST shall be paid extra at actual as per govt. rule 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 document.
2. The rates quoted shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, 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 and penalty:** The Work "Replacement of Oil Cooler and Gasket of DEUTZ make Engine of Tower Wagon" should be completed within 1 months from the issue of Letter of Acceptance. Warranty card/ undertaking of material supplied by firm must be signed by firm should be attached with invoice of material.
4. **Performance security:** You are required to submit performance security of 05% of contract value as per Clause 75 of RTPPR 2013 in form of Bank Draft or Banker's Cheque of a scheduled bank / Bank Guarantee (Annexure 'A' attached) from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd payable at Jaipur or Fixed Deposit Receipt (FDR) of a scheduled bank within 15 days of receipt of this P.O. Performance security furnished in the form specified 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.
5. No interest shall be payable on the Performance Security Deposit
6. **Bid name and bid No.** should be mentioned on the sealed offer.
7. **Payment Terms-**
 - a) **Payments of Spares-**100% Advance alongwith your confirm Purchase order by e-payment or Cheque.
 - b) **Payment for Job-** 100% after submission of invoice after completion of job order by e-payment or Cheque.
8. **Inspection Authority:** BY JE/OHE or nominated JMRC representative.
9. **Claim for damage, Short:** - Notice for Damage in transit or loss of goods will be noticed in writing to you within 15 days of receipt of goods, if applicable. You will be responsible or liable for the same.
10. **Validity of offer:-** Bidder is required to keep their offer open at least ninety days (90 days) from the date of tender opening.
11. **Warranty Period:** Warranty of supplied material will be atleast 3 months from the date of installation.
12. Bidder is requested to quote their most competitive rate in schedule of items given at Bill of Quantity (BOQ).
13. The bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed tender form. Incomplete and unsigned offer is liable to be rejected before release of final bid.
14. 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.
15. 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, Mansarovar, Jaipur-302020.

Signature of Authorized Signatory



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4. Technical Specification and Scope of work

Service Engineer will visit the tower wagon at site and Replace Oil Cooler, Gasket and top-up the coolant OF Radiator. After Completion of this work , Service engineer ensure the fitness of Engine/Tower Wagon.

5. Tender Opening and Evaluation

The bid envelopes shall be opened by the Tender Opening Committee of JMRC on 28/01/2020 at 15:00 hrs. In the presence of bidders' representatives, who wish to attend the meeting.



6. Format of Bank Guarantee for Performance Security

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.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for _____ "Replacement of Oil Cooler and Gasket of DEUTZ make Engine of Tower Wagon" Tender No. JMRC/O&S/EL/2020/NIB/035 (here in after called "the contract") to M/s _____ (Name of the Bidder) (here in after called "the Bidder").

AND WHEREAS the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder 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 (60) days longer than the Warranty 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 Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above Para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder

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



Signature of Authorized Signatory

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 Bidder" 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



Signature of Authorized Signatory

7. 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 MD, 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;



(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.





8. 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

dy

Signature of Authorized Signatory

9. FINANCIAL BID: -

BILL OF QUANTITY (BOQ)

SUITABLE TO ENGINE MODEL: TCD 2013 L06 4V, ESN. 0011513632									
Sr. No.	Part No.	HSN CODE	Description	Qty.	Unit	Unit Rate	GST	Unit Rate including GST	Total Rs.
1	4915767	84099990	Oil Cooler	1	Nos				
2	4503657	40169990	Gasket for Oil Cooler	2	Nos				
3	Job Charges	998719	Charges towards the replacement of oil cooler in engine and replacement of coolant in cooling radiator for one Day.	1	Man Power Day				
Total Value in INR									
Total Net Price Cost in Rs (in words):									

NOTE:

- a. The rates quoted shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, and site 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.

Signature of firm representative
(With seal of firm)

GST No. _____



Signature of Authorized Signatory

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