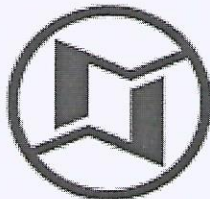


JMRC/O&S/RS/2019-20/NIB/001(R2)



**JAIPUR METRO**

**JAIPUR METRO RAIL CORPORATION LTD.**

Directorate of Operations & Systems

Mansarovar metro train depot,

Bhrigu path, Mansarovar Jaipur – 302020

Website: <http://transport.rajasthan.gov.in/jmrc>

Email: [edrs@jaipurmetrorail.in](mailto:edrs@jaipurmetrorail.in)

**PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN**

**BID DOCUMENT**

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes. The signature is located at the bottom center of the page, below the 'BID DOCUMENT' text.



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**NOTICE INVITING BID**

Bid No: JMRC/O&S/RS/2019-20/NIB/001(R2)

Jaipur Metro Rail Corporation (JMRC) Ltd. invites on line open e-bids (Single stage one cover method) bidding process for "PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN"

**KEY DETAILS**

a)	Designation and address of inviting authority	Executive Director(Rolling Stock),JMRC JAIPUR
b)	UBN No.	
c)	NIB/Bid No	JMRC/O&S/RS/2019-20/NIB/001(R2)
d)	Name of Work	"PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN"
e)	Approximate Estimated Cost of Work	Rs. 20,24,414/- (Including 18% GST)
f)	Cost of Bid Document(None-Refundable)	Rs. 590/- including 18% GST, By cash or by bank demand draft, banker's cheque in favour of Jaipur Metro Rail Corporation Ltd., Jaipur
g)	Processing Fee	Rs.590/- including 18% GST by Demand Draft / Bankers Cheque in favour of MD, RISL, Jaipur payable at Jaipur.
h)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 40,488/-(2 % of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
i)	Performance security	5% of Purchase order Amount in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
j)	Online Bid Document Availability Period	From 17.00 Hrs of 30.09.2020 to 13.00 hrs of 02.11.2020
k)	Websites for downloading Bid Document and subsequent clarification/ modification, if any	<a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
l)	Date, Time and Place of Pre Bid Conference	1100 hrs. On 08.10.2020 at JMRC Conference Hall, Room No. D10 Conference Hall, Metro Train Maintenance Depot, Mansarovar, Jaipur.302020
m)	Last date for receiving queries/ clarifications	Up to 08.10.2020 at 17.00 hrs
n)	Up loading of Remarks of Metro Administration to the Issues raised in Pre bid conference	On 12.10.2020 (17:00 hrs)
o)	On line submission start date & time	0900 hrs on 13.10.2020
p)	Last Date & Time of online submission of Bid	13:00 hrs on 02.11.2020
q)	Venue and Last Date of Physical Submission of Bid	On 03.11.2020 at 13:00 hrs. Office of Manager, Rolling Stock – Room no. S09, DCOS

Signature of Authorized Signatory of Bid

	Cost, Bid Security and Processing Fee	Building, Metro Train Depot, Mansarovar, Jaipur – 302020
r)	Time, Date & Venue of Opening of Online Techno Financial Bid	15:00 Hrs. dated <b>03.11.2020</b> Office of Manager, Rolling Stock – Room no. S09, DCOS Building Metro Train Depot, Mansarovar, Jaipur – 302020
s)	Validity of Bid	90 days from the last date of submission of Bid.
t)	Delivery of items	120 days from the date of issue of Purchase Order
u)	Eligibility Conditions a) Bidder should have valid GST registration certificate issued by competent authority. b) Bidder should have valid PAN card. c) Bidder should have experience of supply of similar items to any metro railways or Indian railways. Necessary documents like PO, proof of supplying shall be submitted by the bidder.	
v)	The complete bid document can be downloaded from the state e-procurement Website <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="http://www.sppp.raj.nic.in">www.sppp.raj.nic.in</a>  Bidders who wish to participate in this bidding process must register on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> . To participate in online bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright	

**Note:**

1. All bidders or their authorized representative may attend the opening of Bid.
2. 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.
3. If same firm/company quoted bid more than one at different branches for bidding process, all such that bid will be rejected as per Rule 81 of RTPPR, 2013.
4. In case of any further details required, the same can be collected from the office of Manager(RS)

Manager (Rolling Stock)  
 Train Maintenance Depot,  
 Bhripath, Mansarovar, Jaipur – 302020  
 Tel: **+91-77288-95421**, Email: [mgrrs3@jaipurmetrorail.in](mailto:mgrrs3@jaipurmetrorail.in)

**NOTE:** - Approved GCC Manual is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC.  
 The Contract is governed by RTPP Rule 2013. Bid has been prepared and submitted in accordance with the instructions given herein.

Signature of Authorized Signatory of Bid



## 1 INSTRUCTIONS TO BIDDER

### 1.1 GENERAL

1.1.1 Online Bid is invited for the Bid No. JMRC/O&S/RS/2019-20/NIB/001(R2) towards "PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN" by Jaipur Metro Rail Corporation Limited hereinafter called the 'Employer', for Goods/Services/Works in accordance with this Bid Package. The Bid consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

- (i) Notice Inviting Bid
- (ii) Instructions To Bidder (ITB)
- (iii) Special Conditions of Contract (SCC) and Scope of Work
- (iv) Formats forming part of technical bid
- (v) Financial Bid - Bill of Quantities

Bids shall be prepared and submitted in accordance with the instructions given herein. This bid is under RTPP Act 2012 & RTPP Rules, 2013.

### 1.2 BID DOCUMENTS

#### 1.2.1 CONTENTS OF BID DOCUMENTS

1.2.1.1 The Bidder is expected to examine carefully all the contents of the Bid documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids, which are not responsive to the requirements of the Bid documents, will be rejected.

### 1.3 SUBMISSION OF BIDS

#### 1.3.1 COST OF BID DOCUMENT/EMD AMOUNT

1.3.1.1 The BID should be submitted in the prescribed Bid document, which may be purchased, cost of bid document as specified in NIB by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur . The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) . In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted. The cost of the Bid document is non-refundable.

1.3.1.2 EMD/Bid Security can be deposited in the form of Demand Draft/ Bankers Cheque of amount defined in NIB key details drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.

1.3.1.3 Bid security shall be 2% of the estimated value of subject matter of procurement. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public



Procurement Rules, 2013. Proof of such exemption has to be submitted with the bid document.

- 1.3.1.4 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 1.3.1.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a) When the bidder withdraws or modifies its bid after opening of bids;
  - b) When the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - c) When the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - d) If the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- 1.3.1.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 1.3.1.7 No interest shall be payable on the Bid Security (EMD).
- 1.3.1.8 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security.
- 1.3.1.9 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
  - a) The expiry of validity of Bid Security;
  - b) Issue of LOA for procurement and performance security is furnished by the successful Bidder;
  - c) The cancellation of the procurement process; or
  - d) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### 1.4 DOCUMENTS COMPRISING THE BID

##### 1.4.1 BID PACKAGE

**An on line single- stage one envelope selection procedure shall be adopted.**

**The Bid Package shall contain the following:**

Bid package consisting of a pdf copy of this Bid Document with each page digitally signed by the bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

- (I) **Bid cost, bid security and processing fee.**

- a. These original Instruments should be submitted with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments in Room no. S09, DCOS Building, Mansarovar metro train depot, Bhriugu path, Mansarovar, Jaipur-302020 at the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.
- b. Scanned copy of Bid cost, Bid security and Processing Fee Instruments need to be submitted with the online bid and these original instruments are to be submitted as per schedule.
- c. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Bid shall not be opened and it shall be summarily rejected.
- d. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security) Submitted with filled Bid document does not match with the original instruments submitted by the firm then Bid Submitted by the firm shall be liable for rejection.

(II) **Copy of the Bid Document** - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document including BOQ bids, digitally signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated/required documents shall be submitted duly numbered and digitally signed/stamped by the bidders. Documents as listed below:

- i. Notice Inviting Bid
- ii. Instructions to Bidders
- iii. Special Conditions of Contract
- iv. Technical Specifications and Scope of Work

All such Annexure should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of techno financial bid.

**NOTE:** PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID. Price should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected

**1.4.1.1 FINANCIAL BID – BILL OF QUANTITIES**

- a) The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid Format of e-Financial Bid (BILL OF QUANTITIES) of Bid enclosed. These prices should include all costs associated with the contract



b) Utmost care is taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of financial bid in XLS format (Password protected file).
- ii. This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
- iii. Fill Bidder Name, Percentage rate (Less/ Excess) to the estimated cost in downloaded Financial Bid format as specified (in XLS format only) in green background cells. Don't fill in any other background cells.

c) Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

1.4.2 Documents to be submitted by the bidder under bid package have been described under the respective Clause. This list of documents has been prepared mainly for the convenience of the bidder and any omission on the part of the Employer shall not absolve the bidder of his responsibility of going through the various clauses in the bid documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

## **1.5 SUBMISSION OF PROPOSAL**

### **1.5.1 PREPARATION FOR ONLINE SUBMISSION:**

1.5.1.1 Online bids will have to be digitally signed and submitted in time on the website <http://eproc.rajasthan.gov.in>.

1.5.1.2 To participate in online bidding process, bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N code, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

1.5.1.3 The bidder should get him registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.

1.5.1.4 Deadline for Submission of Bids: - Bids shall be received online on website <http://eproc.rajasthan.gov.in> with uploading of all relevant documents not later than the time and date communicated by the department or extended date thereof.

1.5.1.5 The bids will be submitted online only at web site <http://eproc.rajasthan.gov.in>. In no case bid will be submitted physically.



### 1.5.2 ON LINE SUBMISSION:-

1.5.2.1 Bidder shall submit their bid in electronic format digitally signing the same. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and Financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form, E-bid Processing Fee & Bid Security). However, the original financial instrument for Cost of Bid Form, E-bid Processing Fee & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIB.

**Office of Manager, Rolling Stock – Room no. S09,  
DCOS Building, Metro Train Depot,  
Mansarovar, Jaipur – 302020  
Contact No.:- 7728895421**

1.5.2.2 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <http://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.

1.5.2.3 The documents listed in ITB along with the addenda uploaded till the date of bid submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid and documents shall be digitally signed.

1.5.2.4 The uploaded documents for technical-bid or earnest money or bid fee or processing fee or any other document required for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

1.5.2.5 Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialed and dated, may be liable to rejection.

1.5.2.6 Bids sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

1.5.2.7 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

## 1.6 EVALUATION OF BID

- 1.6.1 The bid will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder's or their authorized representative's who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of techno finance bid online also.
- 1.6.2 The bids shall be opened in one part the technical and financial bid shall be opened and evaluated for the responsiveness of the bidders by the competent authority.
- 1.6.3 **Preliminary Examination of Bids**
- 1.6.3.1 The contents of the bid documents of the individual bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.
- 1.6.3.2 **The ranking of L1, L2, L3 etc, will be done on the basis of least Cost for individual items of SPARES OF WIPER ASSEMBLY FOR METRO TRAIN-RS08.**

## 1.7 NAGOTIATION

- 1.7.1 Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself
- 1.7.2 Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
- 1.7.3 When ring prices have been quoted by the bidders for the subject matter of procurement; or
- 1.7.4 When the rates quoted vary considerably and considered much higher than the prevailing market rates.
- 1.7.5 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 1.7.6 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). 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 bidder has received the intimation and consented to regarding holding of negotiations
- 1.7.7 Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 1.7.8 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the

second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and soon in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.

- 1.7.9 In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

#### **1.8 AWARD OF CONTRACT & PERFORMANCE SECURITY DEPOSIT**

- 1.8.1 The Employer will award purchase order to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents.
- 1.8.2 The successful Bidder shall submit a Performance Security Deposit equal to 5% (1% for MSME enterprises as per RTPPR) of purchase order, in the form of Demand draft/FDR or Bank Guarantee from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd within 30 days from the date of issue of purchase order or as per RTPPR.
- 1.8.3 The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security provided in this Volume shall be used.
- 1.8.4 The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of Agency.
- 1.8.5 If the Bidder fails to deposit the required Performance Security Deposit, such failure will be treated as a breach of the terms and conditions of the bid and will result in forfeiture of the Earnest Money/Bid Security, in part, or in full at the discretion of the Chairman and Managing Director, JMRC. This failure shall also result in cancellation of bid.
- 1.8.6 Performance Security will be returned after completion of all contractual obligations of the Bidder.
- 1.8.7 No interest shall be payable on the Performance Security Deposit.

#### **1.9 SIGNING OF AGREEMENT**

- 1.9.1 The Employer shall prepare the Agreement on non-judicial stamp as per stamp act, in the Performa, included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.
- 1.9.2 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
- Performance Security (Performance Guarantee)
  - Detailed Consortium or Joint Venture Agreement (duly signed and executed) incorporating (if applicable):
    - Percentage Participation of each member/partner.
    - Joint and several liability of the partners



## 2 GENERAL CONDITIONS OF CONTRACT

### 2.1 GENERAL

#### 2.1.1 SPECIAL ATTENTION

2.1.1.1 The Contract will be awarded to the Bidder whose responsive Bid is determined to be the item wise lowest evaluated Bid.

#### 2.1.2 Delivery Schedule:

2.1.2.1 The material is to be supplied within days, as specified in NIB from the date of issue of purchase order.

#### 2.1.3 Transportation:

2.1.3.1 The rate quoted in BOQ shall include the cost of transport of item including all incidental arrangements for safe transport of items.

#### 2.1.4 Right to vary quantity:

2.1.4.1 Requirement of spare parts may vary as per site requirement/availability and performance at same rate as accepted by JMRC, and this shall be at sole discretion of the procuring entity according to Rule -73 of RTPPR-2013.

#### 2.1.5 Liquidated damage (Penalty):

In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of Stores with the Bidder has failed to supply/ install/ complete:-

Delay up to one fourth period of the prescribed delivery period: 2.5%

Delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%

Delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%

Delay exceeding three fourth of the prescribed period: 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

The maximum amount of liquidated damages shall be 10% of the contract value.

2.1.5.1 If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

2.1.5.2 Delivery/Completion period may be extended with or without liquidated damages by competent authority.

#### 2.1.6 Payment:

2.1.6.1 100% payment after receipt and successful acceptance of material. No advance will be payable.

2.1.6.2 Bills, correct in all respect, shall be submitted in the favour of JMRC, Jaipur with bank details in duplicate along with the acceptance certificate and relevant documents, if any, for arranging payment.

**2.1.7 Warranty:**

Warranty is 18 months from the date of supply or 12 months from the date of acceptance of material whichever is earlier.

**2.1.8 Other conditions:**

2.1.8.1 The rates quoted of spare parts shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation/freight charges, packing & forwarding charges, loading unloading charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.

2.1.8.2 GST will be paid extra as applicable at the time of billing.

2.1.8.3 Bidders are advised to see and check the sample before quoting their rate. For seeing the sample, they may contact Manager (Insp.), Contact No.-7728895420.

2.1.8.4 Consignee: JE/RS/Custody Store, Mansarovar Train maintenance Depot, Jaipur-Rajasthan.

2.1.8.5 If the contractor fails to perform satisfactorily, the contract may be terminated at any time without assigning any reason to the contractor.

2.1.8.6 JMRC's General conditions of contract shall be applicable.

**2.1.9 Rejection.**

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Contractor at his own cost within the time fixed by the Purchase Officer.

If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the Contractor of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

The rejected articles shall be removed by the supplier/ Bidder/ Contractor within 15 Days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.

**2.1.10 Termination**

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 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.

### 3 Technical Specifications and Scope of work

(For the supply of spare parts of Wiper assembly of Make: Sprague Devices/Compatible)

#### (A) Technical specifications of the spare parts of Wiper Assy (Make: Sprague devices)

S. No	Description of Items
1.	Wiper Motor Assembly 24 Volt (Part no. E-006-178) or Equivalent.
2.	Wiper Rotary Switch assembly (Part no. E-003-079) or Equivalent.
3.	Washer Reservoir Assembly (Part no. GW-276-1) or Equivalent.
4.	Wiper Nozzle or Equivalent.
5.	Connector for Washer Pump or Equivalent.
6.	Connector for Wiper Motor or Equivalent.
7.	Washer Tubing (Part no. W-22-25FT) or Equivalent.
8.	Wiper Pulley or Equivalent.
9.	Wiper Arm or Equivalent.

#### (B) Scope of work :

- (i) Spare parts should be compatible/functional with the existing system of Wiper Assembly make Sprague devices USA presently being used in RS 08 metro trains of JMRC. Bidders are responsible to demonstrate the spare parts for their compatibility/functionality with the existing system of Wiper Assembly.
- (ii) Bidders are advised to visit the site before bidding.

**4 FORMATS FORMING PART OF TECHNICAL BID**

INDEX	FORM
Form of Bid with Appendix	A
Pro forma for Statement of Deviations	B
Format of Bank Guarantee for Performance Security	C
Form of Agreement	D
Form of Power of Attorney	E
Form of Self declaration	F
Form of Code of Integrity	G
General Information & Joint Venture Data	H
Bank Details Format for E- Payment	I





#### 4.1 FORM A : FORM OF BID

Note :

- I. The Appendix forms part of the Bid.
- II. Bidder is required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN

To

EXECUTIVE DIRECTOR (ROLLING STOCK)  
JAIPUR METRO RAIL CORPORATION LTD  
4<sup>th</sup> Floor, Admin Building,  
Mansarovar Metro Train Depot  
Bhrigu path, Mansarovar, Jaipur – 302020  
Email: [edrs@jaipurmetrorail.in](mailto:edrs@jaipurmetrorail.in)

1. Having visited the site and examined the General Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) for \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works as per date mentioned in "order to commence" ,of issue the procuring entity 'order to commence' and to complete the whole of the Works comprised in the Contract up to 12 months calculated from the date of issuance of LOA , as indicated in the Appendix.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature of Authorized Signatory of Bid

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8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.
9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2020

Signature .....

Name..... in the capacity of .....

duly authorized to sign Bids for and on behalf of.....

Address .....

Date \_\_\_\_\_

Place \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



**4.2 FORM : B**

**PRO FORMA FOR STATEMENT OF DEVIATIONS**

4.2.1 The following are the particulars of deviations from the requirements of the Instructions to Bidder", "General Conditions of Contract", "Special Conditions of Contract and Bid Specifications:

Clause	Deviations	Remarks (including justification)	Price adjustment for withdrawal of each Deviations

Signature of Bidder

**Note**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating '**No Deviations**'.
2. The Bidder shall indicate price adjustment against each deviation, which he shall like to add to the Bid price for withdrawing of his deviations if the same are unacceptable to the Employer.

Signature of Authorized Signatory of Bid

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**4.3 FORM : C Format of Bank Guarantee for Performance Security**

- 4.3.1 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.
- 4.3.2 Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN" of Rail /Metro Corridor of Jaipur MRTS Project (hereinafter called "the contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the Contractor").
- 4.3.3 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).
- 4.3.4 Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorised 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.
- 4.3.5 After the Contractor has signed the aforementioned contract with the employer, the bank is engaged to pay the employer, unconditionally the amount sought from the bank without assigning any reason.
- 4.3.6 Performance Security shall remain valid for a period of 60 Days (including guarantee period) beyond the date of completion of all contractual obligations of the Bidder
- 4.3.7 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 4.3.5, 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
- 4.3.8 The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 4.3.9 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 hereof shall in no way relieve the bank of their liability under this deed.
- 4.3.10 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.



The bank guarantee shall be encased immediately and credited in the bank account referred  
to \_\_\_\_\_ via \_\_\_\_\_ RTGS/NEFT.

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 of Bid

#### 4.4 FORM : D AGREEMENT

4.4.1 This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 Between EXECUTIVE DIRECTOR (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD, 4<sup>th</sup> Floor, ADMIN Building, Mansarovar Depot, Jaipur- 302020 herein after called "the Employer" of the one part and \_\_\_\_\_ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. "JMRC/O&S/RS/2019-20/NIB/001(R2)" "PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN" of Rail/Metro Corridor of Jaipur MRTS Project hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (\*\* as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSED as follows:

4.4.2 In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

4.4.3 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Notice Inviting Bid and Scope of Work
- (e) Bill of Quantities
- (f) Form of Bid with Appendix
- (g) Addendums, if any
- (h) Other conditions agreed to and documented as listed below:
  - (i) Bidder's Work Schedule as amended if required.
  - (ii) Statement of deviations (if applicable)
  - (iii) Any other item as applicable

4.4.4 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \_\_\_\_ \*\*and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs \_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.





## OBLIGATION OF THE CONTRACTOR

- 4.4.5 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

## JURISDICTION OF COURT

The Courts at Jaipur/Jaipur shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

**For and on behalf of the Contractor**

**For and on behalf of the Employer**

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

## SIGNED, SEALED AND DELIVERED

By the said

Name: \_\_\_\_\_

on behalf of the Contractor in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By the said

Name: \_\_\_\_\_

on behalf of the Employer in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Note:** To be made out by the Employer at the time of finalization of the Form of Agreement.

**\*\*** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

#### 4.5 Form E : Power of Attorney for Signing of Bid

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... 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 no. JMRC/O&S/RS/2019-20/NIB/001(R2) for qualification and submission of our Bid for the works, including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

#### Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.





#### 4.6 Form F : Form of Self Declaration

To,

EXECUTIVE DIRECTOR (ROLLING STOCK)  
JAIPUR METRO RAIL CORPORATION LTD  
4<sup>th</sup> Floor, Admin Building,  
Mansarovar Metro Train Depot  
Bhrigu path, Mansarovar, Jaipur – 302020  
Email: [edrs@jaipurmetrorail.in](mailto:edrs@jaipurmetrorail.in)

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized Signatory of Bid

#### 4.7 Form G : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in abiding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



#### 4.8 FORM : H 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.):

(Yes/No)

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?

**4.9 FORM : I BANK DETAILS FOR E-PAYMENT**

**Beneficiary name :**

**Beneficiary Address :**

Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	

**Bank Details:**

Bank Name:	
Branch Name and Address:	
Beneficiary A/C No.	Beneficiary A/C Type ( Saving/Current):
Beneficiary A/c Name:	
Nine - Digit branch MICR Code:	
IFSC Code of the branch:	

Stamp & Signature of Authorized Signatory

Signature of Authorized Signatory of Bid

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#### 4.10 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 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 endeavor 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.

##### (5) Form of Appeal

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



- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

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

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

**1. Particulars of appellant:**

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

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

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

**3. Number and date of the order appealed against  
and 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



# 5

## Financial Bid

Sample format for online Financial Bid (BILL OF QUANTITIES)

Bidders must ensure to fill rates in online mode only

Validate Print Help Item Wise BoQ

Tender Inviting Authority: EXECUTIVE DIRECTOR (ROLLING STOCK)

Name of Work: PROCUREMENT OF WIPER ASSEMBLY AND SPARES FOR RS-08 TRAIN

Contract No: JMRC/O&S/RS/2019-20/NIB/001(R2)

Name of the Bidder/ Bidding Firm / Company :	
--	--

### PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(1.) This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.

(2.) The rates quoted of Wiper Assembly and spare parts shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST), and Freight charges, transportation/freight charges, packing & forwarding charges, loading unloading charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.

(3.) GST will be paid extra as applicable at the time of billing.

(4.) Detailed specifications of below given 9 items shall be seen in BID document (clause-3) before quoting rate.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder In Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) In Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	13	15
1	Wiper Motor Assembly 24 Volt (Part no. E-006-178)	5	Nos.		0.00	INR Zero Only
2	Wiper Rotary Switch assembly (Part no. E-003-079)	10	Nos.		0.00	INR Zero Only
3	Washer Reservoir assembly (Part no. GW-276-1)	5	Nos.		0.00	INR Zero Only
4	Wiper Nozzle	50	Nos.		0.00	INR Zero Only
5	Connector for Washer Pump	20	Nos.		0.00	INR Zero Only
6	Connector for Wiper Motor	20	Nos.		0.00	INR Zero Only
7	Washer Tubing (Part no. W-22-25FT)	1	Nos.		0.00	INR Zero Only
8	Wiper Pulley	10	Nos.		0.00	INR Zero Only
9	Wiper Arm	10	Nos.		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

Signature of Authorized Signatory of Bid

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