

Bid Price: Rs. 590/-

JMRC/O&S/RS/2022-23/NIB/002



**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: [gms@jaipurmetrorail.in](mailto:gms@jaipurmetrorail.in)

**Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for  
three years installed at Mansarovar Depot of JMRC**

BID DOCUMENT

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**Check sheet for document submission by Bidders with Bid Document**

S. No.	Documents	Enclosed Yes/No	Remarks
(A)	To be deposited Physically at JMRC up to last date of submission of bid (In Original)		
i.	DD/proof of fee deposition for Bid cost in favour of Jaipur Metro Rail Corporation Ltd, jaipur		
ii.	Proof of Processing Fee payable in favor of MD, RISL, Jaipur		
iii.	Proof of EMD/Bid security amount		
(B)	Through Online Mode on Eproc.rajasthan.gov.in (Signed & Scan copy)		
iv.	Complete, filled Bid document with seal and signed with any addendum/corrigendum/pre-bid meeting minutes of meeting if issued.		
v.	Copy of GST Certificate & PAN Certificate with Seal and signed		
vi.	Format for affidavit as Form A		
vii.	Cancelled Cheque for future payment reference(optional)		
viii.	Copy of LOAs / POs/Work Orders along with their individual work completion certificates mentioning Period of the contract, work completion date, name of the work and Amount paid for the contract		
ix.	The bidder should submit the work experience certificate completed similar works of HYT make under floor wheel Lathe machine during last five financial years and the period ending last day of month previous to the one in which the Bids are invited in current financial year.		
x.	Any other document if bidder wants to submit		

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.

**NOTE:** PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID (Online Mode). Price bid should **NOT** be indicated at any place in the Technical Bid except Annexure-A & Annexure-B, otherwise the Proposal shall be summarily rejected.

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Signature of Authorized Signatory of Bid

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**1. NOTICE INVITING BID**

**JMRC/O&S/RS/2022-23/NIB/002**

Jaipur Metro Rail Corporation (JMRC) Ltd. invites on line open e-bids (Single- stage Single cover method) bidding process for **"Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for three years installed at Mansarovar Depot of JMRC"**

**KEY DETAILS:**

a)	Designation and address of inviting authority	General Manager (Rolling Stock), JMRC JAIPUR
b)	UBN No.	
c)	NIB/Bid No	JMRC/O&S/RS/2022-23/NIB/002
d)	Name of Work	"Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for three years installed at Mansarovar Depot of JMRC"
e)	Approximate Estimated Cost of Work	Rs. 37,63,082/- (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.500/- by Demand Draft / Bankers Cheque in favour of MD, RISL, Jaipur payable at Jaipur.
h)	Earnest Money Deposit (EMD) / Bid Security.	Bid Security shall be 2% (Rs. 75261.64/-) of the estimated value (Refer Clause 2.3).
i)	Performance security	(2.5% of LOA 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. (REFER CLAUSE 2.7)
j)	Online Bid Document Availability Period	From 11:00hrs of 07.07.2022 to 17.08.2022 at 12:00hrs
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)	Last date for receiving queries/clarifications BY Email/Post	Up to 14.07.2022 at 15:00hrs
m)	Up loading of Remarks of Metro Administration to the Issues raised by Bidders BY Email/Post	Up to 21.07.2022 at 17:00hrs
n)	On line submission start date & time	On 22.07.2022 at 09:00hrs
o)	Last Date & Time of online submission of Bid	On 17.08.2022 at 15:00hrs
p)	Venue and Last Date of Physical Submission of Bid Cost, Bid Security, Processing Fee and Affidavit (form A)	On 17.08.2022 at 15:00hrs. Room no. S09, DCOS Building, Metro Train Depot, Mansarovar, Jaipur – 302020
q)	Time & Date of Opening of Online Bid	On 17.08.2022 at 15:30hrs.
r)	Validity of Bid	120 days from the last date of submission of Bid.
s)	Contract Period	Three Years from the date of issue of LOA (Letter of Acceptance)



t)	<p><b>Eligibility Conditions</b></p> <p>a) Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid submission.</p> <p>b) Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.</p> <p>c) <b><u>Work Experience:</u></b> The bidder firm should have <b>satisfactorily completed similar works of HYT make under floor wheel Lathe machine during last five financial years and the period ending last day of month previous to the one in which the Bids are invited in current financial year AND</b> should be either of the following:</p> <ol style="list-style-type: none"> <li>Three similar completed contracts each of contract value not less than 40% of estimated cost OR</li> <li>Two similar completed contracts each of contract value not less than 50% of estimated cost OR</li> <li>One similar completed contracts each of contract value not less than 80% of estimated cost.</li> </ol> <p><b><u>Note:</u></b></p> <p>I. <b><u>Bidder is required to submit the details as per Form along with supporting documents:</u></b> The Bidder shall attach copy of LOAs / POs/Work Orders along with their individual work completion certificates issued by the authorized signatory preferably on their letter head of the contract/work awarding agency, mentioning Period of the contract, work completion date, name of the work and Amount paid for the contract, BOQ.</p> <p>II. <b><u>Definition of similar works:</u></b></p> <ol style="list-style-type: none"> <li>The works completed here shall mean having physically completed that particular work.</li> <li>The bidder firm should have work experience of successful completion of Contract related to Supply /Installation/ Testing and Commissioning/ maintenance/ repairing/Non Comprehensive Annual Maintenance Contract /Annual Maintenance <b>Contract of UNDER FLOOR WHEEL LATHE</b> of HYT make related work at any Central Govt. Department /State Govt. Department /PSUs of Central or any state Govt./ Any Metro Rail Projects in India/ Indian Railways or it's PSU's/ Autonomous body of Any Govt.</li> </ol> <p>d) Firm shall not be blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU). Firm shall submit an undertaking to this effect as per Form A.</p>
u)	<p><b>Bank Account details should be attached with bid document by bidder on their letter-head duly signed and stamped or should be supported with one copy of cancelled cheque.</b> <b>(Form J: Bank details)</b></p>

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v)	<p>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></p> <p>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</p> <p><b>At any stage if it is found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.</b></p>
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**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 downloaded 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)

Office of Manager (Rolling Stock),  
Room no. S-09, DCOS Building,  
Mansarovar metro train depot, Bhriugu path, Mansarovar, Jaipur-302020  
Mob. No.-7728895707, Email: [mgrrs3@jaipurmetrorail.in](mailto:mgrrs3@jaipurmetrorail.in)

**NOTE:** - Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC.

The Contract is governed by latest RTPPR Rule, 2013. Bid has been prepared and submitted in accordance with the instructions given herein.



## **2. INSTRUCTIONS TO BIDDER**

### **2.1 GENERAL**

Online Bid is invited for the Bid No. JMRC/O&S/RS/2022-23/NIB/002 towards **"Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for three years installed at Mansarovar Depot of JMRC"** 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.

### **2.2 BID DOCUMENTS**

#### **CONTENTS OF BID DOCUMENTS**

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.

### **2.3 SUBMISSION OF BIDS**

#### **COST OF BID DOCUMENT AND BID SECURITY /EMD**

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

4. The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
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.
6. Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
7. No interest shall be payable on the Bid Security (EMD).
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.
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.

## **2.4 DOCUMENTS COMPRISING THE BID**

### **2.4.1 BID PACKAGE**

**An online single- stage Single cover selection procedure shall be adopted. The Bid is in single part, viz. Techno-Financial Bid:**

- 2.4.1.1 TECHNICAL BID:** This Part should contain the Technical Bid 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:

#### **1. Bid cost, Bid Security/EMD and processing fee**

Signature of Authorized Signatory of Bid

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- a. These original Instruments should be submitted as per venue and date defined in NIB key details "clause-p" with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments.
- b. At the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.
- c. Scanned copy of Bid cost, Bid Security/EMD and Processing Fee Instruments need to be submitted with the online Bid and these original instruments are to be submitted as per schedule.
- d. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected.
- e. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security/EMD) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be liable for rejection.

2. **Copy of the Bid Document** - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document except the Financial Bid (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:

- a. Notice Inviting Bid
- b. Instructions to Bidder
- c. Special Conditions of Contract
- d. Technical Specifications and Scope of Work
- e. JMRC's General Conditions of Contract

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 technical bid.

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

**2.4.1.2 FINANCIAL BID – BILL OF QUANTITIES**

1. 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 as per Sample Format of e-Financial Bid (BILL OF QUANTITIES) of Bid enclosed. These prices should include all costs associated with the contract.P

Signature of Authorized Signatory of Bid

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2. 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:
  - a. Download format of financial bid in XLS format (Password protected file).
  - b. 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.
  - c. Fill Bidder Name, Percentage rate (Less/ Excess) to the estimated cost in down loaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
3. 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.
  - a. 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.

#### **2.4.2 SUBMISSION OF PROPOSAL**

##### **2.4.2.1 PREPARATION FOR ONLINE SUBMISSION:**

1. Online bids will have to be digitally signed and submitted in time on the website <http://eproc.rajasthan.gov.in>.
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.
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.
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.
5. The bids will be submitted online only at web site <http://eproc.rajasthan.gov.in>. In no case bid will be submitted physically.

##### **2.4.2.2 ON LINE SUBMISSION:-**

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 declaration). However, the original financial instrument for Cost of Bid Form, E-bid Processing Fee & Bid Security/EMD 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.:- 7728895707, Email id: [mgrrs3@jaipurmetrorail.com](mailto:mgrrs3@jaipurmetrorail.com)**

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.
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.
4. The uploaded documents for technical-bid 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.
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.
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.
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.

## **2.5 EVALUATION OF BID**

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 technical bid online also.
2. The bids shall be opened in one part both technical and financial bid will be opened at the same time and evaluated for the responsiveness of the bidders by the competent authority.
3. **Preliminary Examination of Bids**
  - a. The contents of the 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 as per eligibility criteria and technical responsiveness. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.

- b. The ranking of L1, L2, L3 etc, will be done on basis of least Cost for overall items of financial BOQ.**

## **2.6 NEGOTIATION**

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
2. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
  - a) When ring prices have been quoted by the bidders for the subject matter of procurement; or
  - b) When the rates quoted vary considerably and considered much higher than the prevailing market rates.

3. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

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.

4. 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.

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.

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

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

1. The Employer will award LOA to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents.
2. The successful Bidder shall submit a Performance Security Deposit equal to 2.5% of LOA, 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 LOA.
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.
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.
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.
6. Performance Security will be returned after completion of all contractual obligations of the Bidder.
7. No interest shall be payable on the Performance Security Deposit.

## **2.8 Additional Performance Security:-**

- a. In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

- i. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - ii. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
  - iii. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- b. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

## **2.9 SIGNING OF AGREEMENT**

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

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signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.

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:

- a. Performance Security (Performance Guarantee)
- b. Detailed Consortium or Joint Venture Agreement (duly signed and executed)  
Incorporating (if applicable):
  - i. Percentage Participation of each member/partner.
  - ii. Joint and several liability of the partners

### **3 GENERAL CONDITIONS OF CONTRACT**

#### **3.1 GENERAL Terms & Conditions**

##### **3.1.1 Contract Documents:**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

##### **3.1.2 Scope of Supply**

Subject to the provisions in the bidding document and contract, the execution of complete scope of work shall be executed as specified in the purchase order/LOA which will be issued by JMRC to the successful bidder.

##### **3.1.3 Delivery**

Subject to the conditions of the contract, the supply and services shall be executed within the time specified in the purchase order/LOA which will be issued by JMRC to the successful bidder.

##### **3.1.4 Inspection**

The Work executed shall be inspected by nominated JMRC staff. The documentary reports, work completion reports for the same is to be submitted to JMRC.

##### **3.1.5 Termination**

###### **1. 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.
2. If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.
  3. 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.
- Note:** In addition to the conditions specified above, the approved GCC are applicable and available on the JMRC website. The successful bidder shall submit a declaration for acceptance of the terms and conditions mentioned the GCC.

**3.1.6 Transportation:**

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

**3.1.7 Warranty:**

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

**3.1.8 Price Fall Clause:**

1. The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at anytime during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.
2. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving those fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

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#### **4 SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT**

##### **4.1 Bidders to Bid for all Items**

- 4.1.1 Bidder must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any item, the bid shall be summarily rejected.

##### **4.2 Payment Terms and Penalty**

- 4.2.1 Advance Payment will not be made by JMRC.
- 4.2.2 Payment of the work executed shall be made on half yearly basis per year after satisfactory work completion along with submission of service report and work completion report by nominated JMRC staff.
- 4.2.3 Due payments will be made promptly, after submission of an invoice or request for payment by the supplier/ Contractor, and the purchaser has accepted it.
- 4.2.4 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 4.2.5 All remittance charges will be borne by the supplier/ Contractor.
- 4.2.6 Payment of the work executed shall be made only when the work completed as specified in this bid, and the work is found to be satisfactory and accepted by the inspecting authority.
- 4.2.7 If bidder fails to submit performance security, execution of contract within specified time, no payment shall be made for the work, if any done after issuance of LOA/PO.
- 4.2.8 **Penalty Terms:**
- a) The contractor shall arrange to carryout half yearly preventive maintenance and submit the report thereof. The preventive maintenance of the under floor wheel lathe will be carried out as per schedule and in no case it shall be delayed 15 days from scheduled time – period, otherwise, it will be considered as unsatisfactory performance on part of contractor. In case scheduled half yearly preventive maintenance is delayed beyond grace period of 15 days then, a penalty of Rs. 2000/- per day will be imposed.
  - b) In case of any failure/abnormal operation, the same shall immediately be communicated through telephonically/e-mail to authorized representative of contractor and he shall rectify the same as soon as possible. In case, remains out of order for more than 72 hours from the time of advice, no payment of that particular day on pro-rata basis shall be paid to the contractor and a penalty at 50% amount of that particular day(s) on pro-rata basis shall also be deducted from the bill. For example, if failure is reported at 13:00 hrs of 01.07.2022 and it is attended on 04.07.2022 at 15:00hrs, four days payment of NAMC will not be given and 50% of each day payment shall be deducted as a penalty @ pro-rata rates of NCAMC charges. If this failure had attended till 12:59 hrs of 04.07.2022, no payment shall be deducted from the bill. The total penalty amount shall not exceed 10% of Total contract amount. Repeated cases of not attending the failure within 24 Hrs. will be considered as unsatisfactory performance on part of contractor and the Contract may be terminated as per contract clause (Termination).

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#### **4.3 Other Special Terms**

- 4.3.1 Bidders are advised to carry out extensive survey and site visit and analysis at their own cost, before submitting the bid as per JMRC extent procedures and permission.
- 4.3.2 Accidents - It shall be the entire responsibility of the contractor to adopt all the safety measures in deploying personnel who are adequately trained in safety. If any accident occurs due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.
- 4.3.3 Contractor shall be responsible for insurance and safety of the labor involved in executing the scope of work of this BID.
- 4.3.4 The contractor shall make sure that no harm or damage is made to JMRC property and assets while executing the scope of work of this BID. The performance security/payment shall be forfeited or shall be refunded/ made only after making the adjustments for any such damage made by the contractor and his staff.

#### **4.4 VARIATION**

- 4.4.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- 4.4.2 Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
  - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - (b) 50% of the value of goods or services of the original contract.

#### **5.SCOPE OF WORK:**

##### **5.1 INTRODUCTION**

At Mansarovar Depot of Jaipur Metro Rail Corporation Ltd. Total 01 No. of **UNDER FLOOR WHEEL LATHE make-HYT** is installed. JMRC invites bid for Non Comprehensive Annual Maintenance Contract of **UNDER FLOOR WHEEL LATHE make-HYT** for Three Years.

The Scope of work includes **Preventive and Breakdown maintenance** of **UNDER FLOOR WHEEL LATHE make-HYT** and submitting a report after every visit.

##### **5.2 PREVENTIVE MAINTENANCE:**

- 5.2.1 In every Preventive Maintenance visit the service engineer of HYT will carry out the detailed scheduled maintenance of the machine as per clause no 5.2.4. He will also carry out the fitment of all the required spares, during each half yearly visit, the spares required for the maintenance will be provided by JMRC. The machine will be out of service for 5 days during Preventive Maintenance Schedule.
- 5.2.2 The Contractor will not claim any additional charges towards fitment of the spares, expenses of service engineer towards lodging, boarding, to and fro for the maintenance visits.
- 5.2.3 JMRC should issue a certificate in terms of "Joint Note" as a token of satisfactory services

given by the Service Engineer along with certificate of fitment of the essential spares.

**5.2.4 Tentative preventive maintenance schedule check sheet during CAMC is hereunder**

Sr.No.	Type of preventive schedule	items to be checked	Items of replacement
<b>1.</b>	<b>Tool slide Assemblies</b>	Tool slide assemblies	
a.	Removing any trapped swarf from the assemblies		-----
b.	Checking condition of vertical axis telescopic covers for wear & damage		-----
c.	Checking condition of horizontal axis telescopic covers for wear&damage		-----
d.	Slide back both horizontal and vertical telescopic covers andvisually inspecting and recording condition of tool slides.		-----
e.	Visually inspecting that lubrication oil is being supplied to 2axis ball screw nut.		-----
f.	Removing any swarf entangled with electrical cables &		-----
g.	Examining slides for wear & damage		-----
h.	Checking & adjusting horizontal gab to take up any wear		-----
i.	Checking condition of wipers, repairing/ replacing if required.		Replace wipers if required
j.	Inspecting lubrication pipes for damage & oil presence,repairing any leaks & blockages		-----
k.	Visually inspecting that lubrication oil is being pumped to theslide ways		-----
l.	Repairing any damage to guards, replacing any missing fixing Screws		Replace any Missing fixing
m.	Examining tool bodies & cartridges for wear & damage. Supplynew locking screws only.		-----
n.	Checking condition of drag chains, repairing / replacing as required		Replace drag chain If required
o.	Checking Machine for backlash in Axis Encoder Mechanism.		-----
p.	Wear compensation gibes of slides will be checked and		-----
q.	Tool clamping bolts will be checked for tightening		-----
<b>2.</b>	<b>Probes Assemblies</b>	Probes Assemblies	
a.	Removing any trapped swarf from the probe assemblies		-----
b.	Removing back to back probe covers and visually inspectingand recording condition.		-----
c.	Ensuring back-to-back probe is moving freely. Checking condition of springs and removing any obstruction if required.		-----



Sr.No.	Type of preventive schedule	items to be checked	Items of replacement
d.	Ensuring back to back roller is rotating freely		-----
e.	Removing vertical probe cover and visually inspect and record condition		-----
f.	Ensuring probe wheel is rotating freely.		-----
g.	Checking vertical probe housing is adequately greased. Remove excess if required.		-----
h.	Checking condition of vertical probe shaft seal. Replacing if required.		Replace shaft seals if required.
<b>3.</b>	<b>Axial Guide Roller Assemblies</b>	Axial Guide Roller Assemblies	-----
a.	Removing any swarf entangled with electrical & hydraulic		-----
b.	Cleaning off swarf around guarding		-----
c.	Checking that the Axial Guide Rollers revolve freely & re-grease. Inspect for grooving & damaged bearings		-----
d.	Examining Slides for wear & damage		..
e.	Adjusting Taper gibs to take up any wear		-----
f.	Checking Keep Plate Screws & tighten up as required		-----
g.	Checking condition of Wipers. Repairing/ Replacing if required		Replace wipers if required
h.	Replacing Felt Top Wiper		Replace felt top wiper if required
i.	Inspecting Lubrication Pipes for damage & oil presence. Repairing any leaks & blockages		-----
j.	Repairing damage to guards & replace missing fixing screws		-----
k.	Checking Hydraulic Cylinders for damage to rods & inspecting for leaks		-----
l.	Bleeding Axial Advance & Retract Hydraulic Cylinder		-----
m.	Checking condition of Drag Chains. Repair/ replace as required		Replace drag chain if required
n.	Ensuring that the Diameter Readout Arms lift & lower freely. Examining Discs for wear & damage		-----
o.	Ensuring that the Diameter Readout Discs revolve freely and set on gauge line		-----
p.	Checking Diameter Readout Encoder Cable and Conduit for		-----
<b>4.</b>	<b>Axle Supports - Outboard</b>		



Sr.No.	Type of preventive schedule	items to be checked	Items of replacement
a.	Checking condition of Main Support Shafts; Wet & Dry highspots, wipe clean	Axle Supports - Outboard	-----
b.	Removing any swarf entangled with electrical cables around switches & bottom bearing.		-----
c.	Inspecting lubrication pipes for damage & oil presence; Repairing any leaks & blockages		-----
d.	Replacing felt Washer in Outboard Main Shaft		felt Washer
e.	Oil Bottom Bearing & regrease inboard top piece		-----
f.	Checking Electrical Switches - fully down & fully up.		-----
5.	<b>Driving Head Clamps</b>	Driving Head Clamps	-----
a.	Inspecting Lubrication Pipes for damage & oil presence. Repair any leaks & blockages		-----
b.	Examining for Hydraulic Oil Leaks		-----
c.	Checking Spring Covers Move Freely.		-----
6.	<b>Machine Safety Guarding</b>	Machine Safety Guarding	-----
a.	Inspecting guarding for loose fixings		-----
b.	Ensuring door latches are engaging correctly.		-----
c.	Ensuring that mechanical interlocks on doors/guards are working correctly.		-----
7.	<b>Lubrication Reservoir</b>	Lubrication Reservoir	-----
a.	Top up with oil.		-----
b.	Checking lubrication points for correct functionality.		-----
8.	<b>Driving Heads</b>	Driving Heads	-----
a.	Top Up Gearboxes with oil		-----
b.	Cleaning off swarf from around Raise & Lower electrical		-----
c.	Removing trapped swarf from Hydraulic cylinders		-----
d.	Removing any swarf entangled with Electrical & Hydraulic		-----
e.	Checking Hydraulic Cylinders for damage to rods & inspect for leaks		-----
f.	Checking Diameter Counting Sensors & electrical cable for		-----
g.	Examining Drive Rollers for wear		-----
h.	Replacing Drive Roller Bolts & Washers with new. Correctly Torque		-----
i.	Replenish with Grease Top & Bottom Cylinder Pivot Pins		-----
9.	<b>Hold Down and Claw</b>		-----

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Sr.No.	Type of preventive schedule	items to be checked	Items of replacement
a.	Examining Slides for Wear & Damage. Applying a thin film of oil for rust protection	Hold Down and Claw	-----
b.	Checking Condition of Drag Chains, Repair /replace as required		Replace drag chain If required
c.	Checking Keep Plate Screws & Tighten Up if required		-----
d.	Checking Condition of Wipers. Repair/ Replace if required		Replace wipers If required
e.	Inspecting Lubrication Pipes for damage & oil presence. Repair any leaks & blockages		-----
f.	Removing any swarf entangled with Electrical / Hydraulic cables & cylinders.		-----
g.	Checking Hydraulic Cylinders for damage to rods & Inspect for leaks		-----
h.	Checking Condition of Main Chute		-----
i.	Checking Electrical Switches - Fully Down and Fully Up.		-----
j.	Replenish Main Centre Bearings with Oil / Grease		-----
k.	Checking Main Centers for free rotation		-----
l.	Checking Hold down Claws for damage	Hydraulics	-----
10.	Hydraulics		-----
a.	Examining Hydraulic Tank & Solenoid Station for leaks.		-----
b.	Top up hydraulic Oil if necessary		Replace the oil filters
c.	Cleaning the Filter Cap & Mesh Filter with solvent		-----
d.	Checking that Hydraulic Tank is not running at an excessively high temp - Pre Run for 6 hours.		-----
e.	All the pilot operated check valves will be checking and cleaning if required.		-----
f.	Accumulator charging will be done if required.		-----
g.	Defective Electrical supply caps (plug-in-connectors) of direction control valves will be replaced.		-----
h.	All direction control valves used in hydraulic units will be checked and cleaned if required.		-----
i.	Defective and damaged hydraulic hoses will be replaced.		-----
11.	Sliding and Bridging Rails		-----
a.	Inspecting for damage & wear; remove any trapped swarf		-----
b.	Checking hydraulic cylinders for damage to rods &		-----

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Sr.No.	Type of preventive schedule	items to be checked	Items of replacement
	inspectingfor leaks	Sliding and Bridging Rails	
c.	Retightening all top & guide rails		-----
d.	Checking condition of wipers/scraper set on front ends ofsliding rails. Replacing if required.		Replace wipers/ scrapers if required
e.	Checking condition of sliding rail guide pads. Adjust if required.		-----
f.	Checking hold down bolts on sliding and bridging rail		-----
12.	<b>Conveyors</b>	Conveyors	-----
a.	Removing conveyor covers and inspect steel belt for wear & re-tension.		-----
b.	Removing any trapped swarf		-----
C.	Checking motor gearboxes for leaks.		-----
13.	<b>Swarf Crusher</b>	Swarf Crusher	
a.	Pull back front steps and release locking screw on swarfcruiser. Roll crusher back and inspect.		
b.	Removing any trapped swarf		-----
C.	Top up gearboxes with oil		-----
d.	Inspecting cutting blades.		-----
e.	Removing end cover of crusher and tightening drive shaftlocking screws to 160Nm.		-----
14.	<b>Fume Extraction</b>	Fume Extraction	-----
a.	Examining ducting for damage and remove swarf from nozzles.		-----
15.	<b>Electrical</b>	Electrical	-----
a.	Open doors and visually checking for damage to plugs and		-----
b.	Checking functionality of all emergency stop buttons.		-----
C.	Checking all lamps & replace bulbs as necessary		Replace bulbs as necessary
d.	Checking filters in fans in main cabinet.		-----
e.	Checking operation of air conditioning unit in the main cabinet.		-----
f.	Inspecting door seals and latches for integrity.		-----
g.	Removing A/C filter and clean with compressed air.		-----
h.	Checking control desk for damage.		-----
i.	Checking and tightening of all the screws of the electrical connections on the contactors, MP B, relays, connectors, push buttons switches etc		-----

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Sr.No.	Type of preventive schedule	Items to be checked	Items of replacement
j.	Cleaning of contacts of power contactors by CTC spray.		-----
k.	The control panel will be cleaning from inside.		-----
l.	Limit switches will be checked and replaced in case defective.		-----
m.	All interlocks of machine will be checked.		-----
n.	All machine lamps and indication lamps will be checked for working		-----
16.	Operation Checks	Operation Checks	-----
a.	Test out wheels to prove machine function & accuracy (customer supplies gauges)		-----
b.	Check Diameter measuring using calibration wheel set – Record Results.		-----
17.	Filters of lubrication system will be replaced.	Lubrication filters	Lubrication filters if required
18.	Wipers of all the guide ways will be replaced.	Wipers	Replace wipers if required
19.	Filter element of all the hydraulic filters will be replaced.	Hyd. Filters.	Replace hydraulic filters
20.	Checking of current of all axis and spindle motor in NO Load & ON Load condition with respect to Standard/ Commissioned		-----
21.	Back lash, Positioning Accuracy & End Float will be checked and recorded.	-----	-----
22.	O rings of all the hydraulic valve mounting seats will be	O rings	Replace O rings
23.	AC filter will be replaced.	AC filter	Replace AC filter
24.	Replacement of hydraulic oil, tank will be fully drained and cleaned thoroughly.	Hvd. Oil.	Hyd. Oil.
25.	Wear of drive rollers will be checked and replaced if required.	Drive rollers.	Replace wear of drive rollers if required

### **5.3 BREAKDOWN/CORRECTIVE MAINTENANCE:**

- 5.3.1** The JMRC can also call the Service Engineer of HYT who has signed for attending the machine, in case of an emergency other than the scheduled visits mentioned above. In such case JMRC expect that the Service Engineer from HYT should report at site within 3 days from the receipt of written intimation from the consignee, excluding weekly off and the holidays, if any. Complaints shall be lodged by consignee by fax, e-mail, WhatsApp, Message or per bearer at address given by the contractor.
- 5.3.2** The breakdown maintenance charges will be paid as per actual man-days basis given in BOQ.
- 5.3.3** The breakdown maintenance spares & consumables will be paid as per price quoted in spare parts and consumables list of Annexure-A & B.
- 5.3.4** Any spares & consumables other than the list provided under Annexure-A & B, required for the breakdown maintenance will be charged extra at actual or shall be provided by JMRC.

**5.4 SPARE PARTS for utilized in schedule and breakdown maintenance of CNC Under Floor  
Wheel Lathe at Jaipur Metro**

- 5.4.1 Cost of Spares Parts will be quoted in Annexure-A (offline mode) and 10 % of total cost of Annexure –A will have to be quoted in Sr. No. 3.01 of online BOQ.
- 5.4.2 JMRC will pay the spare parts charges utilized for schedule and breakdown maintenance within 30 days from the date of submission of bill.
- 5.4.3 The GST has been charged @ 18% as per latest GST rate. In case of any change in the GST rate due to changes in the govt. Policy the same will be applicable at actual.
- 5.4.4 The above charges are inclusive of packing and forwarding charges.
- 5.4.5 The above charges are given per item wise and will be charged as per actual consumption at site.
- 5.4.6 Any other items which are not listed in Annexure- A will be charged extra at actual.

**5.5 CONSUMABLES for utilized in schedule and breakdown maintenance of CNC Under Floor  
Wheel Lathe at Jaipur Metro**

- 5.5.1 Cost of consumables will be quoted in Annexure-B (offline mode) and 50 % of total cost of Annexure –B will have to be quoted in Sr. No. 3.02 of online BOQ.
- 5.5.2 JMRC will pay the consumables charges utilized for schedule and breakdown maintenance within 30 days from the date of submission of bill.
- 5.5.3 The GST has been charged @ 18% as per latest GST rate. In case of any change in the GST rate due to changes in the govt. Policy the same will be applicable at actual.
- 5.5.4 The above charges are inclusive of packing and forwarding charges.
- 5.5.5 The above charges are given per item wise and will be charged as per actual consumption at site.
- 5.5.6 Any other items which are not listed in Annexure- B will be charged extra at actual.





**5.6 Technical specification**

Sr. No.	Description of item	Quantity	Contract Period
1.	Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for three years installed at Mansarovar Depot of JMRC"	01 Nos.	THREE YEARS

**6 FORMATS FORMING PART OF TECHNICAL BID**

INDEX	FORM
Affidavit	A
Form of Bid	B
Format of Bank Guarantee for Performance Security	C
Pro forma for Statement of Deviations	D
Form of Agreement	E
Form of Power of Attorney	F
Form of Self declaration	G
Form of Code of Integrity	H
General Information	I
Bank Details for E- Payment	J
GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS	K

*Handwritten signature*

**6.1 FORM A- AFFIDAVIT**

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY  
TENDERER ALONG WITH THE TENDER DOCUMENT**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer) \*\*

I ..... (Name and designation)\*\* appointed as attorney/authorized signatory of the tenderer (including its constituents), M/s ..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No..... of Jaipur Metro Rail Corporation Ltd., do hereby solemnly affirm and state on the behalf of tenderer including its constituents as under:

1. I/We the tenderer(s) am/ are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender document from Jaipur Metro Rail Corporation Ltd. website [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) and printed the same. I/we have verified the contents of the printed document from the website and there is no addition, on deletion or no alteration to the contents of the tender document in case of any discrepancy noticed at the stage i.e.; evaluation of tenders, execution of work or final payment of the contract, the master copy available with the JMRC administration shall be final and binding upon me/us.
4. I/ we declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
6. I/ we certify that I/ we are not blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU).
7. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
8. I/we understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of tender EMD besides suspending of business for one year. Further, I /we (insert name of the tenderer) \*\* .....and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if any of the certificates submitted by us are found to be false/forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance guarantee besides any other action provided in the contract.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER  
VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:  
Date:

\*\*The contents in italics are only for guidance purpose. Details as appropriate are to be fill in suitably by tenderer. Attestation before Magistrate / Notary Public.

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**6.2 FORM B : 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: **Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE  
make-HYT for three years installed at Mansarovar Depot of JMRC**

To

General Manager (RS),  
Jaipur Metro Rail Corporation Ltd.,  
D-01, Depot Building, Train Maintenance Depot,  
Bhriagu path, Mansarovar, Jaipur – 302020  
Email: [gmr@jaipurmetrorail.in](mailto:gmr@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.
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

Signature of Authorized Signatory of Bid

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*10/1*

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..... 2022

Signature .....

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

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

Address .....

Date \_\_\_\_\_

Place \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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**6.3 Form: C Format of Bank Guarantee for Performance Security**

This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "**Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for three years installed at Mansarovar Depot of JMRC**" Tender No. **JMRC/O&S/RS/2022-23/NIB/002** (here in after called "the contract") to M/s \_\_\_\_\_ (Name of the Contractor) (here in after called "the Contractor").

AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

Now we the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.

After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of \_\_\_\_\_ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least sixty days longer than the Defect Liability Period).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor

12/1

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

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

The expressions "the Employer", "the Bank" and "the Contractor" 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) 2022 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 .....

10/1



6.4 FORM: D PRO FORMA FOR STATEMENT OF DEVIATIONS

- 6.4.1 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.

10/1

**6.5 FORM: E AGREEMENT**

6.5.1 This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 Between GENERAL MANAGER (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD, D-01, Depot Building, Train Maintenance Depot, Bhargu path 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/2022-23/NIB/002" contract for "Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for three years installed at Mansarovar Depot of JMRC" 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:


6.5.2 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.

6.5.3 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

6.5.4 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.

 Signature of Authorized Signatory of Bid



OBLIGATION OF THE CONTRACTOR

- 6.5.5 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.

**6.6 Form F: 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/2022-23/NIB/002 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.....,2022.

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.



**6.7 Form G: Form of Self Declaration**

To,

General Manager (RS),  
Jaipur Metro Rail Corporation Ltd.,  
D-01, Depot Building, Train Maintenance Depot,  
Bhriagu path, Mansarovar, Jaipur – 302020  
Email: [gmsr@jaipurmetrorail.in](mailto:gmsr@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

**6.8 Form H: 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.





**6.9 FORM I: 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 Reg. 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

 Signature of Authorized Signatory of Bid

(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?



6.10 FORM J: 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

#### **6.11 FORM K: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the First Appellate Authority is ED (RS), JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is Dir (O&S), 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



**Annexure –A**

**Spares Parts List for CNC Under Floor Wheel Lathe at Jaipur Metro**

S No	Description	Qty	Unit	Charges/ year(INR) (A)	charges for three year(INR) B = A*3	GST @ 18% (INR) (C)	TOTAL Amount (D)
1	Dia Measuring Disc	1	Nos				
2	Drive Roller	1	Nos				
3	Lateral Roller	1	Nos				
4	Bearing for Lateral Roller (One Set Containing)	1	Set				
5	Pressure Switch	1	Nos				
6	Filter Paper	1	No				
7	Wiper	1	Nos				
8	Probe Stick	1	Nos				
9	Read Switch	1	Nos				
10	Chiller Unit Filter	1	Nos				
11	OGS Door cylinder	1	Nos				
12	Filter for Panel air conditioner	1	No				
13	Chain for Chip Conveyors	1	Mtr				
14	Reflector TAPE For Dia Measuring	1	Mtr				
15	Return Line Filter Element	1	Nos				
16	Chip Crusher Blade (One Set Containing 14 Nos)	1	Set				
17	Solenoid Cap	1	Nos				
18	Solenoid Coil	1	Nos				
19	D.C. VALVE (One Set Containing 4 Nos)	1	Set				
20	Pneumatic Pipe OD 6mm	1	Mtr				
21	Bearing for Drive Roller (1 set Containing 8 Nos)	1	Set				
22	Drive Roller Hydraulic Seal Kit	1	Set				
23	Timer Belt for Hold Down	1	Nos				
24	Air Gun	1	No				
25	Turning Cassette LH	1	No				
26	Turning Cassette -RH	1	No				

Signature of Authorized Signatory of Bid

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S No	Description	Qty	Unit	Charges/ year(INR) (A)	charges for three year(INR) B = A*3	GST @ 18% (INR) (C)	TOTAL Amount (D)
27	Facing Cassette -LH	1	No				
28	Facing Cassette -RH	1	No				
29	Encoder For Dia measuring	1	No				
30	Measuring Probe	1	No				
31	Hard Disc	1	No				
32	Power Contractor (One Set Containing 04 Nos)	1	Set				
33	PLC Relay	1	Nos				
34	MCB (One set containing 8 Nos)	1	Set				
35	Tower Lamp (One set Containing 02 Nos)	1	Set				
36	Photo Electric Sensor	1	No				
37	Limit Switch (one set Containing 04 Nos))	1	Set				
38	Profibus Cable	1	Set				
39	Door Limit Switch	1	No				
40	Auxiliary Contractor (one set Containing 02 Nos))	1	SET				
41	S1 / S2 ELEMENT	1	Nos				
42	NCK Battery	1	Set				
43	PLC Input/Output module (one set containing one no each)	1	No				
44	Regulated DC Power supply	1	No				
45	Proximity Switch	1	Nos				
46	Machine Lamp	1	Nos				
47	Transformer Servicing / Overhauling	1	No				
48	Stabilizer Servicing /Overhauling	1	No				
49	Panel Tube Light	1	No				
<b>Total</b>							
<b>10% of total</b>							



Annexure -B

Consumables List for CNC Under Floor wheel Lathe at Jaipur Metro

S. No.	Description of item	Qty	Unit	Charges/ year(INR) (A)	charges for three year(INR) B = A*3	GST @ 18% (INR) (C)	TOTAL Amount (D)
1	Hydraulic Oil	220	Liters				
2	Lubrication Oil	60	Liters				
3	Gear Oil	60	Liters				
4	Kluber Grease	1	KGs				
5	Molycoate Paste	1	KGs				
6	CTC Spray	1	No				
7	Cotton Waste	1	KGs				
8	BEARING GREASE	1	KGs				
9	Cutting Tools / Inserts	1	Nos				
<b>Total</b>							
<b>50% of total</b>							

**"Non Comprehensive Annual Maintenance Contract of  
UNDER FLOOR WHEEL LATHE make-HYT for three years  
installed at Mansarovar Depot of JMRC"**

JMRC/O&S/RS/2022-23/NIB/002



**7 Financial Bid:**

**BOQ (Bill Of Quantity):**

Validate Print Help Item Wise BoQ

Tender Inviting Authority: < General Manager (Rolling Stock), JMRC JAIPUR >

Name of Work: < Non Comprehensive Annual Maintenance Contract of UNDER FLOOR WHEEL LATHE make-HYT for three years installed at Mansarovar Depot of JMRC >

Contract No: < JMRC/O&S/RS/2022-23/NIB/002 >

Name of  
the Bidder/  
Bidding  
Firm /

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 above shall be inclusive of all taxes, Freight charges, transportation charges, packing charges etc; no other charges shall be paid by JMRC. GST will be paid at rate applicable at the time of billing.  
3. AMC Breakdown Maintenance charges shall be as estimated cost: 2 visits per year and each visit with 1 person for 2 days.)

NUMBER	TEXT #	NUMBE	TEXT	NUMBER #	NUMBE	NUMBER #	NUMBER #	TEXT #
SL No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (9) & (13) in Rs. P	TOTAL AMOUNT In Words
1	AMC Preventive Maintenance	3.00	Year			0.00	0.00	INR Zero Only
1.01	AMC Preventive Maintenance					0.00	0.00	INR Zero Only
2	AMC Breakdown Maintenance(will be paid only if manpower is called)	3.00	Year					
2.01	AMC Breakdown Maintenance *Cost(1 Man power x 2 days) x 2 visits per year							
3	Spares & Consumables Charges(will be paid only if spare and consumable is used)	3.00	Year			0.00	0.00	INR Zero Only
3.01	Provision of spare parts usage @10% of the cost of Annexure-A derived to be filled in this Column	3.00	Year			0.00	0.00	INR Zero Only
3.02	Provision of Consumables usage @50% of the cost of Annexure-B derived to be filled in this Column					0.00	0.00	INR Zero Only
Total in Figures		INR Zero Only						
Quoted Rate in Words								

Signature of Authorized Signatory of Bid