



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

Directorate of Operations & Systems

Director (Operations and Systems), JMRC,

4th Floor, Admin Building, Metro Maintenance Depot,

Bhrigu Path, Mansarovar, Jaipur-302020,

Tel.No.0141-2822101 (O), E-mail- dos@jaipurmetrorail.in



JMRC/O&S/DCOS/RS/F (137)

Dated: 21.07.2023

To,

M/s, DynaGro (India) Pvt. Ltd.,
129, Sainik Farms, Khanpur,
New Delhi-110062
Contact No.: +91-11-46046586, 99101232289
Email: admin@dynagroindia.com

Subject: Single source "PROCUREMENT OF LCF STICKS INTERLOCKING SOLID LUBRICANT 3".

Sealed bid is invited for Single source procurement of "**PROCUREMENT OF LCF STICKS INTERLOCKING SOLID LUBRICANT 3**" as per Bid document attached. The rates shall be quoted in BOQ in the bid document.

Signed, stamped and sealed offer should reach in the Office of Manager (RS), Room no. S09 DCOS Building, Mansarovar Metro Train depot, Jaipur - 302020 by **08/08/2023** at **15:00** Hours positively. Offer received after due date and time will not be entertained. Bid will be opened on **08/08/2023** at **15:30** Hrs.

Director (Operations and Systems)
JAIPUR METRO RAIL CORPORATION LTD

Encl:-Bid document

1 Notice Inviting Bid(NIB):

DEPARTMENT NAME: **Rolling Stock**

OFFICE OF : **Director (O&S), 4th Floor, Admin Building, JMRC, JAIPUR.**

NIB- **JMRC/O&S/DCOS/RS/F (137)**

Bid Details- Single source "PROCUREMENT OF LCF STICKS INTERLOCKING SOLID LUBRICANT 3"".

1.	Key Bid Lifecycle dates (other details provided in Instruction to Bidders)	Bid publishing	22/ 07/2023
		Bid Submission Start Date	22/ 07/2023
		Bid Submission Closing Date and Time	08/08 /2023 at 15 : 00 Hrs
		Bid opening Date and Time	08/08 /2023 at 15 : 30 Hrs
2.	Procurement Method	Single source procurement.	
3.	Cost of Bid document	Rs.500/- +18% GST = Rs. 590/-	
4.	Approximate Estimated Cost of Goods (including GST)	Rs.14,75,000/- (Including GST@18%)	
5.	Website for detailed bid document for downloading and subsequent clarification/ modification, if any.	State Public Procurement Portal (SPPP)- https://sppp.rajasthan.gov.in/ Department website http://transport.rajasthan.gov.in/jmrc	
6.	Performance Security	(5% of the P. O. 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.	



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7.	Venue of Physical Submission of Bid cost & Bid document and Opening of Bid	Office of Manager, Rolling Stock – Room no. S09, DCOS Building, Mansarovar Metro Train Depot, Mansarovar, Jaipur – 302020
8.	Validity period of Bid	As per Rule 48 (1) of RTPP Rules, Bids shall remain valid for the period 90 days after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive .
9.	Delivery Period	Within 45 days from the date of issue of "Purchase Order".
10.	Key Notes/Eligibility	<p>a) The bidders are required to submit:</p> <p>I. Bidder should have valid GST registration certificate issued by competent authority.</p> <p>II. Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.</p> <p>III. Copy of authorization certificate of OEM.</p> <p>b) No conditional or partial or incomplete bid shall be accepted.</p> <p>c) The Procuring Entity shall not be responsible for delay in submission of bid due to any reason.</p>

Note: The contract is governed by RTPP Act 2012 and RTPP Rules 2013 and General finance & Accounts Rule of Govt. of Rajasthan. Bid has been prepared and submitted in accordance with the instructions given herein.

Director (Operations and systems), JMRC
Room No-S09, DCOS Building,
Metro Maintenance Depot, Bhrigu Path,
Mansarovar, Jaipur-302020,

Contact person: Manager (RS), Mob No.-7728895716 (O), 7728895705,
E-mail- mgrrs2@jaipurmetrorail.in



2 Instruction to Bidders:

Important Instruction:

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the RTPP ACT] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the RTPP Rules] under the said ACT have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the ACT and Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail. In clauses where references have been made of RTPP Act and RTPP Rules, Bidders are advised to look into the respective clause of RTPP Act and Rules for detailed guidance.

2.1 Objective of the bid

Through this Bid, JMRC seeks bid for **Single source "PROCUREMENT OF LCF STICKS INTERLOCKING SOLID LUBRICANT 3"** with OEM i.e. M/s L B Foster Rail Technologies or authorised dealer of OEM.

2.2 Introduction

Sealed bid is invited for the Bid No. **JMRC/O&S/DCOS/RS/F (134)** towards **Single source "PROCUREMENT OF LCF STICKS INTERLOCKING SOLID LUBRICANT 3"** by Jaipur Metro Rail Corporation Limited hereinafter called the 'Employer' in accordance with this Bid Package. The Bid Document consists of the following:

- (i) Notice Inviting Bid (NIB)
- (ii) Instructions To Bidders (ITB)
- (iii) Special Conditions of Contract (SCC)
- (iv) Technical Specifications and Scope of work
- (v) Grievance Redresses during Procurement process
- (vi) Financial Bid - Bill of Quantities

Note: -

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





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- (B) If the date of opening is declared holiday, then Bids will be opened on next working day.
- (C) Approved GCC applicable and available on the JMRC website. By Signing the Bid document, firm agrees to accept the GCC.
- (D) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. All the information, intimation and updates regarding this bid shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

2.3 SUBMISSION OF BID

The Proposal duly filled & signed and complete in all respects must be submitted in a sealed envelope at the JMRC office by post or hand clearly marked as **"CONFIDENTIAL"** and **single source "PROCUREMENT OF LCF STICKS INTERLOCKING SOLID LUBRICANT 3"** and address to:

Director (Operations and systems),
JMRC (DCOS), Room No-S09, DCOS Building,
Metro Maintenance Depot, Bhrigu Path,
Mansarovar, Jaipur-302020,
Mobile.No.7728895716 or 7728895705,
E-mail- mgrrs2@jaipurmetrorail.in



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3 Special Conditions of Contract (SCC):-

- i. Bidder should have valid GST registration number.
- ii. Bidder should be an OEM or its authorised dealer. In case of authorised dealer, a valid authorisation letter to be enclosed.
- iii. Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate.
- iv. The rates quoted shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST), and transportation charges, freight and packing charges, loading/unloading charges, insurance charges etc; no other charges(except GST) shall be paid by JMRC.
- v. The material is to be supplied within the time period as mentioned in NIB from the date of issue of "Purchase Order".
- vi. Performance security will have to be deposited within 20 days from the date of issue of LOA/PO.
- vii. Performance security shall be valid for a period of 60 days beyond the date of completion of warranty and any contractual obligations.
- viii. Bid name and bid no. should be mentioned on the sealed offer.
- ix. The above material shall be delivered at Custody Store Section, Train maintenance Depot Mansarovar, Bhrgu Path, Mansarovar -Jaipur-302020 to JE/custody store.
- x. Payment Terms- 100% payment on receipt and acceptance of material by JMRC.
- xi. Inspection Authority: By nominated JMRC staff.
- xii. Consignee: JE/RS/Custody Store, Mansarovar Train maintenance Depot, Jaipur-Rajasthan.
- xiii. Validity of offer: - Bidder is required to keep their offer open at least Ninety days (90 days) from the date of bid opening.
- xiv. Warranty Period: Warranty term should be clearly indicated in the offer. Minimum warranty period is required 12 months from the date of receipt of the material.
- xv. If material not supplied within contract period as mentioned in NIB, then contractor shall be held responsible for liquidated damages. The liquidated damages is compensation of loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to procuring entity may

recover from the contractor, as agreed, the liquidated damages a sum equivalent to 0.5(one half) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10(Ten) percent of the value of delayed goods. However decision of procuring entity shall be final in this regard. The offer shall be unconditional and duly signed.

- xvi. Delivery period may be extended with or without penalty if approved by competent authority on request of contractor.
- xvii. Testing and suitability will be issued after fitment check in RS 8 train and trial of 15 days.
- xviii. JMRC has the right to accept or reject the bid in any stage.

4 Technical Specifications and Scope of work

(A) Technical specifications of LCF Sticks interlocking Solid Lubricant 3"

S. No.	Item details with part nos.	Qty.	Unit	Make
1.	LCF Sticks interlocking Solid Lubricant 3" (Part No : 101RW063 Solid Lubricant LCF Stick)	1000	Nos	L B Foster Rail Technologies

(B) Scope of supply :

Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the purchase order.



5 TECHNICAL BID FORMATS AND DETAILS:

5.1 GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is MD, JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is Chairman, JAIPUR METRO RAIL CORPORATION, JAIPUR.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

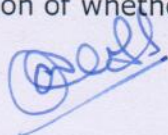
(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;



- (d) cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(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 Jaipur Metro Rail Corporation.

(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.



1. Memorandum of Appeal under the Rajasthan Transparency in Public Procurement

Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
..... (Supported by an affidavit)

7. Prayer:

Place

Date

Signature



5.2 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:





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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?

5.3 FORM A- UNDERTAKING

(On Company's Letter Head)

To,

Director (Operation and Systems),
Jaipur Metro Rail Corporation Ltd.,
4th Floor, Admin Building, Mansarovar Depot,
Bhrigu path, Mansarovar, Jaipur – 302020

UNDERTAKING

Dear Sir,

1. We hereby ensured that the material which will be supplied is compatible with JMRC RS-08 Train and dimension of Material will be as per JMRC RS-08 train.
2. We further confirm that in case if Material is not compatible with JMRC RS-08 Train or dimensional mismatch material will be rejected and material will be replaced or lifted without any claim from JMRC.

Stamp and Signature of the Bidder

Date:

Place:



5.4 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



5.5 Format of Bank Guarantee for Performance Security

(On stamp paper @ 0.25% of BG value)

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 "PROCUREMENT OF LCF STICKS INTERLOCKING SOLID LUBRICANT 3"" Tender No. JMRC/O&S/DCOS/RS/F (137) (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





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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

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) 2023 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

- Bank details of JMRC are as below :

Account Holder Name : jaipur Metro Rail Corporation

Account No.: 678605111973, IFSC code: ICIC0006786



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**6 FINANCIAL BID: -****BILL OF QUANTITY (BOQ)**

S. No	Description of Item	Qty (A)	Unit	Rate/per unit Without GST(INR) (B)	Total Amount Without GST(INR) (C= A*B)
1.	LCF Sticks interlocking Solid Lubricant 3" (Part No : 101RW063 Solid Lubricant LCF Stick)	1000	Nos		
Sub Total Amount (INR)					
GST(INR) @ _____%					
Total Amount (INR)including GST, Rounded Off					

NOTE:

- 1) Make: - M/s L B Foster, compatible with existing Metro system of JMRC RS08.
- 2) Bidder is requested to go through the technical specification as per clause 4.
- 3) The rates quoted of items 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, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.
- 4) GST will be paid at rate applicable at the time of billing.

**Signature of firm representative
(With seal of firm)**