



Single Source "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC."

JMRC/OS/EL/2022-23/
NIB/041

Date: 29.03.2023

F.No. - 2(255)/JMRC/O&S/TEM/2022-23/Repairing of UPS -2(South Side) CDPE/533

To,

M/s Riello Power India Pvt. Ltd.,
Plot No. 213A, Sector - 4,
IMT Manesar Gurugram-122050,
Haryana, India.

Mobile: 9999028059

Email Address: sudhiry@riello-power.com, vinitkumar@riello-power.com,
kamalnagar@riello-power.com, ullas@riello-power.com, rajeshsahu@riello-power.com

Subject: Single Source bid for "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC".

Sealed bid is invited for "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC" as per Bid document attached. The rates shall be quoted in BOQ in the bid document.

Signed, stamped and sealed offers should reach in the Office of GM (Traction / E&M), Fourth Floor Admin building, Mansarovar Metro train depot, Bhrigu path, Mansarovar, Jaipur-302020 by 10.04.2023 at 14:30 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 10.04.2023 at 15:00 hrs.

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

Encl.:-Bid document



Single Source "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC."

JMRC/OS/EL/2022-23/
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1. NOTICE INVITING BID (NIB)

F.No. - 2(255)/JMRC/O&S/TEM/2022-23/Repairing of UPS -2(South Side) CDPE

Jaipur Metro Rail Corporation (JMRC) Ltd. invites bid as detailed below:

KEY DETAILS

a)	Name of Work	Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC
b)	NIB No.	JMRC/OS/EL/2022-23/NIB/
c)	Approximate Estimated Cost of Goods (including GST and forwarding charges)	Rs. 1,26,278/- (One Lakh Twenty Six Thousand Two Hundred and Seventy Eight Rupees.)
d)	Bid document availability period	14:00 hrs. of 29.03.2023 to 14:30 hrs. of 10.04.2023
e)	Last Date of submission of Bid	14:30 hrs. on 10.04.2023
f)	Time & Date of Opening of Bid	15:00 hrs. on 10.04.2023
g)	Venue of Physical Submission and Opening of Bid	O/o GM (Traction and E&M), Fourth floor, Admin building , Mansarovar metro train depot, Bhriгу path, Mansarovar, Jaipur-302020
h)	Websites for downloading Bid Document and subsequent clarification/ modification, if any	http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
i)	Validity of Bid	90 days from the last date of submission of bid.
j)	Completion Period for Contract	30 days from the date of issue of Purchase Order/Letter of Acceptance.
k)	Performance Security	2.5% of the total Contract Amount in the form of Banker's Cheque/ Bank Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur. (Refer clause 3.14)

Note: The contract is governed by RTPP Act 2012 and RTPP Rules 2013. General Condition of Contract (GCC) of JMRC shall form an invariable part of this bid document. A copy of GCC is available on JMRC website.

ED (Traction and E&M)
Jaipur Metro Rail Corporation Limited
4th Floor, Admin Building,
Mansarovar Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edtem@jaipurmetrorail.in



2. INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION

Sealed bid is invited for NIB No. JMRC/O&S/EL/2022-23/NIB/..... for work of "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC" by Jaipur Metro Rail Corporation Limited, hereinafter called the 'Employer' in accordance with this Bid Package. The Bid Document consists of the following:

1. Notice Inviting Bid (NIB)
2. Instructions To Bidders (ITB)
3. Special Conditions of Contract (SCC)
4. Scope of Work
5. Payment Terms and penalty
6. Variation
7. Form-A: General Information
8. Form-B: Format of Power of Attorney
9. Form-C: Format of Bank Guarantee for Performance Bank
10. Form D: Performa For Statement of Deviations
11. Grievance Redressal during Procurement process
12. Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
13. Financial Bid - Bill of Quantities

Note: -

- (A) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. All the information, intimation and updates regarding this tender shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
- (B) If the date of opening is declared holiday, then Bids will be opened on next working day.

2.2 OBJECTIVE OF THE BID

Through this Bid, JMRC seeks bid for Single Source "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC" with M/s Riello Power India Pvt. Ltd.

2.3 SUBMISSION OF BID

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as "**CONFIDENTIAL**" and "**Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC**"

ED (Traction and E&M)

Jaipur Metro Rail Corporation Limited

4th Floor, Admin Building, Mansarovar Metro Train depot, Jaipur – 302020

Tel: +91-141-2822103, Email: edtem@jaipurmetrorail.in



3. SPECIAL CONDITIONS OF CONTRACT (SCC):-

- 3.1 Bidder should have valid GST registration certificate issued by competent authority and shall enclose GST certificate along with bid document.
- 3.2 Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and shall enclose PAN certificate along with bid document.
- 3.3 The Bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed bid form, GST Certificate, Pan Certificate.
- 3.4 The rates quoted shall be For Chandpole Metro Station, JMRC inclusive of all expenses i.e. all taxes (excluding GST which are being taken in to account in BOQ), No other charges shall be paid by JMRC.
- 3.5 Bid name and bid No. should be mentioned on the sealed offer.
- 3.6 **Inspection Authority:** BY JE/E&M/JMRC or nominated JMRC representative.
- 3.7 **Validity of offer:** - Bidder is required to keep their offer open at least ninety days (90 days) from the date of bid opening.
- 3.8 No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids. Postal delay or loss of tender in transit will not be the responsibility of Jaipur metro rail corporation.
- 3.9 Extension of time with reason beyond control of contractor may be granted by Procuring entity, if accepted.
- 3.10 The offer to be addressed to ED (Traction and E&M), JMRC, 4th Floor, Admin Building, Metro Depot, near Ganga Jamuna petrol pump, Mansarovar, Jaipur-302020.
- 3.11 **Delivery:** The work is to be completed within **30days** from the date of issue of Purchase Order/ Letter of Acceptance.
- 3.12 **Warranty:** Minimum 12 months warranty from the date of Commissioning of items.
- 3.13 **Power of attorney:** In case bidder's firm is Partnership/ Company/ Consortium then, a power of attorney to be submitted. The power of attorney is to be signed by the partners or legally authorized signatories of all the partners authorizing the nominated person to be In-charge to sign bid document, incur all liabilities and receive instructions.
- 3.14 **Performance Security Deposit:**
 - i. The successful bidder shall be required to deposit an amount equal to **2.5 %** of the amount of Contract value and required to be submitted within the time period governed with RTPPR, 2013 respective clause.
 - ii. Performance security will be released after completion of bidder's performance obligations including warranty obligations under the contract.
 - iii. If the bidder fails or neglects any of his obligations under the contract, JMRC reserve the right to forfeit performance security furnished by the bidder as penalty for such failure.
 - iv. Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be governed as per provision laid down in Rule 75 of RTPPR 2013;
 - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of Bidder and discharged by the Bidder in advance. The procuring entity shall ensure before accepting the FDR that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity

without requirement of consent of the Bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- v. Performance security furnished in the form specified in sub clause iv[a] to [c] of clause 3.14 above shall remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and defect liability period.

3.15 Additional Performance Security:-

(1) In addition to Performance Security as specified in clause 3.14 above, 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 Demand Draft, Banker's Cheque, 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.
- (2) 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.

4. Scope of Work

The bidder shall do repairing/servicing of the UPS to the entire satisfaction of JMRC Engineers as per terms and conditions enclosed in Special Conditions of Contract (SCC).

S. No.	Item details	Part No.
1	SITC of New Contactor Assembly Kit 80KVA with replacement of old faulty Contactor Assemble Kit 80KVA.	SFG01377
2	SITC of SK MPS Driver Teler.sing/C/L with replacement of old faulty SK MPS Driver Teler.sing/C/L	RM00753

Note: (1) All items should be compatible with existing installation of site.
(2) Released items shall be property of JMRC.

5. Payment Terms and Penalty:

- 5.1 Advance Payment will not be made.
- 5.2 **Payment schedule:** - Payments to the Contractor, after successful completion of work as per Purchase order/LOA and acceptance by the inspecting authority.
- 5.3 The currency or currencies in which payments shall be made to the supplier/ Contractor under this Contract shall be Indian Rupees (INR) only.
- 5.4 All remittance charges will be borne by the supplier/ Contractor.



5.5 **Penalty:**

Penalty of Rs.100/- per day shall be levied if work not completed (as per BOQ) as per time mentioned in NIB clause (j). The total penalty amount shall not exceed 10% of Total contract amount.

6. **Variation**

6.1 Right to vary Quantity will be governed as per Rule 73 of RTPPR, 2013.

6.2 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.

6.3 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.]



Form-A

7. GENERAL INFORMATION

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.):



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Form-B

8. FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we, (Name of the Bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms..... and son /daughter of Shri....., who is presently residing at, 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 for Single source "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC" (JMRC/O&S/EL/2022-23/NIB/041.....) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 2023.

For.....

(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)



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Witnesses:

1. XXX

2. ABC

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.



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Form-C

9. **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 _____
"Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC." NIB No. JMRC/O&S/EL/2022-23/NIB/04 (here in after called "the contract") to M/s (Name of the Bidder) (here in after called "the Bidder").

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

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

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

This Guarantee is valid for a period of _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (60) days longer than the Warranty period).

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

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



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

The expressions "the Employer", "the Bank" and "the Bidder" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 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



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FORM - D

10. PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from the requirements of the Bid specifications.

S.N.	Clause	Deviations	Remarks (including justification)

Signature of Bidders

NOTE

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.



11. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is ED(Traction and E&M), JAIPUR METRO RAIL CORPORATION, and JAIPUR.

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

(4) Appeal not to be in certain cases

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

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



(4) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(5) Fee for filing appeal

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

(6) Procedure for disposal of appeal

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



12. 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



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13. FINANCIAL BIDS: -

Name of Work: "Repairing of UPS No. 2 (Make: Riello) (South Side) installed at Chandpole Underground Metro Station of JMRC"

NIB No.: JMRC/O&S/EL/2022-23/NIB/041.....

GST No. - _____

BILL OF QUANTITY (BOQ)

Sr. No.	Work Description	Part No.	Unit	Quantity (A)	Unit Price (B)	Total Amount (C= A*B)	GST %	GST Amount (D)	Total Amount including GST (E=D+C)
1.	Supply, Installation, Testing and Commissioning of New Contactor Assembly Kit 80KVA with replacement of old faulty Contactor Assembly Kit 80KVA.	SFG01377	Nos.	1					
2.	Supply, Installation, Testing and Commissioning of SK MPS Driver Teler.sing/C/L with replacement of old faulty SK MPS Driver Teler.sing/C/L	RM00753	Nos.	1					
Total Amount (inclusive GST) in Rs.									
Total Amount (In Words) in Rs.									

Note:

1. The rates quoted shall be FOR Chandpole Metro Station, JMRC, inclusive of all expenses i.e. all taxes (excluding GST), no other charges shall be paid by JMRC.
2. Warranty of items will be 12 months from the date of Commissioning of items.
3. Released items shall be property of JMRC.

Signature of firm representative
(With seal of firm)

GST No. - _____