



JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LIMITED

Directorate of Operations & Systems

Director (Operations and Systems), JMRC,  
4<sup>th</sup> Floor, Admin Building, Metro Maintenance Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020,  
E-mail- dos@jaipurmetrorail.in



**JMRC/O&S/DCOS/RS/F (164)**

**Dated: \_\_\_\_ . \_\_\_\_ .2024**

To,

M/s Sidwal Refrigeration Industries Pvt. Ltd.  
Plot 23, Sector-6, Faridabad, Haryana - 121006  
Contact No.:9963311152, 9818898180  
Email: [sidwal@sidwal.com](mailto:sidwal@sidwal.com) , [bijansethi@sidwal.com](mailto:bijansethi@sidwal.com)

**Subject: Single source "Procurement of Condenser Fan (Blades) Assembly for RS08 Saloon HVAC"**

Sealed bid is invited for Single source procurement of "**Procurement of Condenser Fan (Blades) Assembly for RS08 Saloon HVAC**" 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 23.08.2024 at 15:00 Hours positively. Offer received after due date and time will not be entertained. Bid will be opened on 23.08.2024 at 15:30 Hours.

**Director (Operations and Systems)**  
**JAIPUR METRO RAIL CORPORATION LTD**

Encl:-Bid document



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**1 Notice Inviting Bid (NIB):**

DEPARTMENT NAME: **Rolling Stock**  
 OFFICE OF: **Director (O&S), 4<sup>th</sup> Floor, Admin Building, JMRC, JAIPUR.**  
 NIB : **JMRC/O&S/DCOS/RS/F (164)**

**Bid Details- Single source "Procurement of Condenser Fan (Blades) Assembly for RS08 Saloon HVAC".**

1.	Key Bid <b>Lifecycle</b> dates (other details provided in Instruction to <b>Bidders</b> )	Bid publishing Date and Time	<u>07</u> . <u>08</u> .2024 at 17 : 00 Hrs
		Bid Submission Start Date and Time	<u>10</u> . <u>08</u> .2024 at 09 : 00 Hrs
		Bid Submission Closing Date and Time	<u>23</u> . <u>08</u> .2024 at 15 : 00 Hrs
		Bid opening Date and Time	<u>23</u> . <u>08</u> .2024 at 15 : 30 Hrs
2.	Procurement Method	<b>Single source procurement.</b>	
3.	Cost of Bid document	Rs.500/- +18% GST = Rs. 590/-	
4.	Approximate Estimated Cost of Goods (including GST )	Rs.8,60,160/- (Including GST@18%)	
5.	Website for detailed bid document for downloading and subsequent clarification/ modification, if any.	State Public Procurement Portal (SPPP)- <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>  Department website <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a>	
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.	
7.	Venue of Physical Submission of Bid cost & Bid	Office of Manager, Rolling Stock – Room no. S09, DCOS Building, Mansarovar Metro Train Depot, Mansarovar, Jaipur – 302020, Contact number : 7728895711	



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	document and Opening of Bid	
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 <b>non-responsive</b> .
9.	Delivery Period	The material is to be supplied Within 60 days or earliest from the date of issue of Purchase Order.
10.	Key Notes/Eligibility	a) The bidders are required to submit: I. Bidder should have valid GST registration certificate issued by competent authority. II. Applicant should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose PAN certificate. III. Copy of authorization certificate of OEM.(If applicable) b) No conditional or partial or incomplete bid shall be accepted. c) The Procuring Entity shall not be responsible for delay in submission of bid due to any reason. d) Proof of Board resolution/Power of attorney, in vogue for signing of bid document (Refer Form 5.6)(If applicable)
11.	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 (Form 5.3: Bank details).	

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,  
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### 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 Condenser Fan (Blades) Assembly for RS08 Saloon HVAC "** with OEM i.e. **M/s Sidwal Refrigeration Industries Pvt. Ltd.,** or Authorised distributor/ Dealer of OEM.

#### 2.2 Introduction

Sealed bid is invited for the Bid No. **JMRC/O&S/DCOS/RS/F (164)** towards **Single source "Procurement of Condenser Fan (Blades) Assembly for RS08 Saloon HVAC "** 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) Technical Bid Formats And Details
- (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](http://www.sppp.rajasthan.gov.in).
- (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.



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### 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 Condenser Fan (Blades) Assembly for RS08 Saloon HVAC "** and address to:

Director (Operations and systems), JMRC  
Room No-S09, DCOS Building,  
Metro Maintenance Depot, Bhrihu Path,  
Mansarovar, Jaipur-302020  
Mobile. No. 7728895711

### 3 Special Conditions of Contract (SCC):-

- i. Bidder should have valid GST registration number.
- ii. Bidder should be an OEM or its authorised distributor/ dealer. In case of authorised distributor/ 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 , and transportation charges, freight and packing charges, loading/unloading charges, insurance charges etc; no other charges shall be paid by JMRC.(Applicable GST will be paid at the time of Billing).
- 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 (as mentioned in NIB) will have to be deposited within 30 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. Successful bidder 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/PO, the successful bidder will be required to execute the Contract Agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.



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- ix. Stamp duty for agreement will be born by Successful bidder.
- x. 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/PO:
  - a.) Performance Security Amount.
- xi. Bid name and bid no. should be mentioned on the sealed offer.
- xii. The above material shall be delivered at Custody Store Section, Train maintenance Depot Mansarovar, Bhrigu Path, Mansarovar –Jaipur-302020 to JE/custody store.
- xiii. Payment Terms- 100% payment on receipt and acceptance of items by JMRC, Part payment applicable if some items delivered early.
- xiv. Inspection Authority: By nominated JMRC staff.
- xv. Consignee: JE/RS/Custody Store, Mansarovar Train maintenance Depot, Jaipur-Rajasthan.
- xvi. Validity of offer: - Bidder is required to keep their offer open at least Ninety days (90 days) from the date of bid opening.
- xvii. Warranty Period: Warranty term should be clearly indicated in the offer. Minimum Warranty Period of material must be 12 months from the date of acceptance of material..
- xviii. 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.
- xix. Delivery period may be extended with or without penalty if approved by competent authority on request of contractor.



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### xx. Testing and suitability condition:

- a.) Material should be Compatible with RS-08 HVAC unit and dimension of material will be as per HVAC supplied for JMRC-RS08 train.
  - b.) The material not approved during inspection or testing shall be rejected and will have to be replaced by the contractor at his own cost within the time fixed by the JMRC.
- xxi. JMRC has the right to accept or reject the bid in any stage.

## 4 Technical Specifications and Scope of work

### (A) Technical specifications of "Procurement of Condenser Fan (Blades) Assembly for RS08 Saloon HVAC "

S. No.	Item details	OEM Part no.	Qty.	Unit	Make
1.	Condenser fan (blades) Assembly for RS08 saloon HVAC	Sidwal Part No: WBL8703023435	80	No.	M/s Sidwal Refrigeration Industries Pvt. Ltd

### (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/LOA.



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### 5 TECHNICAL BID FORMATS AND DETAILS:

#### 5.1 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?



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### 5.2 FORM A- UNDERTAKING

(On Company's Letter Head)

To,

Director (Operations and Systems), JMRC,  
4th Floor, Admin Building, Metro Maintenance Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020,

### UNDERTAKING

Dear Sir,

1. We hereby ensured that the material which will be supplied is compatible with RS-08 HVAC unit and dimension of material will be as per HVAC supplied for JMRC-RS08 train at Mansarover Metro depot of JMRC.
2. We further confirm that in case if Material is not compatible with RS-08 HVAC unit and dimension of material as per HVAC supplied for JMRC-RS08 train at Mansarover Metro depot of JMRC material will be rejected and will be replaced or lifted without any claim from JMRC.

Stamp and Signature of the Bidder

Date:

Place:



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## 5.3 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



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### 5.4 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 Condenser Fan (Blades) Assembly for RS08 Saloon HVAC " Bid No. JMRC/O&S/DCOS/RS/F (164) (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



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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) 2024 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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### 5.5 AGREEMENT

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 Between Executive Director (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD, 3<sup>rd</sup> Floor, Admin Building, Train Maintenance Depot, Bhrigu 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/DCOS/RS/F (164)" contract for "**Procurement of Condenser Fan (Blades) Assembly for RS08 Saloon HVAC** " 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:

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.

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

- (a) Letter of acceptance/PO
- (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

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 (Amount to be filled at time of agreement)** 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.



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### OBLIGATION OF THE CONTRACTOR

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

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said

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

on behalf of the Contractor in the presence of:

Witness

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

#### For and on behalf of the Employer

Signature of the authorized official

Name of the official

Stamp/Seal of the Employer

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.



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## 5.6 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/DCOS/RS/F (164)"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.....,2024.

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.
- If any Board resolution/Power of attorney in vogue for bidding on behalf of company is also accepted. Copy of the same is to be attached.





JAIPUR METRO

# JAIPUR METRO RAIL CORPORATION LIMITED

Directorate of Operations & Systems

Director (Operations and Systems), JMRC,  
4<sup>th</sup> Floor, Admin Building, Metro Maintenance Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020,  
E-mail- dos@jaipurmetrorail.in



## 5.7 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;



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- (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 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.



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## 1. 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



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**6 FINANCIAL BID: -**

**BILL OF QUANTITY (BOQ)**

S. No	Description of Item with OEM part numbers	Qty (A)	Unit	Rate/per unit Without GST(INR) (B)	Total Amount Without GST(INR) (C= A*B)
1.	Condenser fan (blades) Assembly for RS08 saloon HVAC Sidwal Part No: WBL8703023435	80	No.		
Sub Total Amount (INR)					
GST(INR) @ ____%					
Total Amount (INR)including GST, Rounded Off					

**NOTE:**

- 1) Likely Make: - M/s Sidwal Refrigeration Industries Pvt. Ltd compatible with Existing Condenser fan (blades) Assembly for RS08 saloon HVAC at Mansarover Metro depot of JMRC.
- 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) Bidder shall quote for all the items, failing which their bid will be summarily rejected.
- 5) GST will be paid at rate applicable at the time of billing.

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

  
28/7/24