

**JMRC/O&S/DCOS/RS/F (124)(R1)**

**Dated: .12.2023**

11/01/24

To,

**Western Electric and Trading,  
C/O/358, Bulaki Begum Street,  
Esplanade road, Dariba Kalan Delhi-110006  
Contact No: +91-9818254509 or +91-8178057379  
Email ID: [wetco3@gmail.com](mailto:wetco3@gmail.com)**

**Subject: Single source (Online single stage single cover method) "Procurement of POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set".**

Jaipur Metro Rail Corporation (JMRC) Ltd. invites online Single source e-bids (Single-stage Single cover method) bidding process for procurement of "**Procurement of POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set**" as per Bid document attached. The rates shall be quoted in BOQ(.xls format online) .

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

Encl:-Bid document





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,  
Bhriku Path, Mansarovar, Jaipur-302020,

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

**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 (124)(R1)**

**Bid Details- Single source (Online single stage single cover method) "Procurement of POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set".**

1.	Key Bid <b>Lifecycle</b> dates (other details provided in Instruction to <b>Bidders</b> )	Bid publishing Date	21/02/2024 at 11:00 Hrs
		Online Bid Submission Start Date and Time	27/02/2024 at 11:00 Hrs
		Online Bid Submission Closing Date and Time	14/03/2024 at 14:00 Hrs
		Online Bid opening Date and Time	14/03/2024 at 15:00 Hrs
2.	Procurement Method	<b>Single source procurement.</b>	
3.	Cost of Bid Document (Non-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	
4.	Bid Processing Fee	Rs.500/- by Demand Draft / Bankers Cheque in favour of MD, RISL, Jaipur payable at Jaipur.	
5.	Approximate Estimated Cost of Goods (including GST )	Rs.18,65,312/- (Including GST@18%)	
6.	Website for detailed bid document for downloading and subsequent clarification/ modification, if any.	<a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a> <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>	
7.	Performance Security	5% of the P. O. Amount to be deposited by successful bidder in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation	





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		Ltd." payable at Jaipur.
8.	Last Date & Time and Venue of Physical Submission of Bid cost & Bid processing Fee	14 / 03 /2024 at 14 : 00 Hrs Office of Joint General Manager (RS), Room no. D03 Workshop Building, Mansarovar Metro Train depot, Jaipur – 302020 Cont. No.- +91- 9650093279
9.	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> .
10.	Delivery Period	Within 120 days from the date of issue of "Purchase Order".
11.	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.  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.
12.	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).	
13.	The complete bid document can be downloaded from the state e-procurement Website <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> and state procurement portal i.e., <a href="http://www.sppp.raj.nic.in">www.sppp.raj.nic.in</a> . Bidders who wish to participate in this bidding process must register on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> . To participate in online bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright	





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14	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.
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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: JGM (RS), Mob No.- +91- 9650093279, +91-7728895716  
E-mail- [jgmrs@jaipurmetrorail.in](mailto:jgmrs@jaipurmetrorail.in)





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Bhrihu Path, Mansarovar, Jaipur-302020,

Tel.No.0141-2822101 (O), E-mail- dos@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(Online single stage single cover method) "Procurement of POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set"** with OEM i.e. M/s Schneider Electric Infrastructure Limited or authorized dealer/distributor of OEM.

### 2.2 Introduction

Bid is invited for the Bid No. **JMRC/O&S/DCOS/RS/F (124)(R1)** towards **Single source (On line single stage single cover method) "Procurement of POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set"** 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) Formats forming part of technical bid
- (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). & <https://eproc.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.

## **2.3 SUBMISSION OF BID**

### **2.3.1 COST OF BID DOCUMENT**

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.

## **2.4 DOCUMENTS COMPRISING THE BID**

### **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 TECHNICAL BID:**

2.4.1.1 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 and processing fee**

- a. These original Instruments should be submitted as per venue and date defined in NIB key details 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 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/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 and Processing Fee) Submitted with Bid does not match with the original instruments submitted by the firm then Technical/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:

- (i) Notice Inviting Bid
- (ii) Instructions To Bidder (ITB)
- (iii) Special Conditions of Contract
- (iv) Technical Specifications and Scope of work
- (v) Technical Bid Formats And Details

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, otherwise the Proposal shall be summarily rejected.**

### **2.4.2 FINANCIAL BID – BILL OF QUANTITIES**

1. The Financial Bid shall be submitted online (in xls format) 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 clause- 6 Financial Bid (BILL OF QUANTITIES) of Bid enclosed. These prices should include all costs associated with the contract



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, basic rate (without GST) and GST rate applicable (in %) 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.

## **2.5 SUBMISSION OF PROPOSAL**

### **2.5.1 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.







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

#### 2.5.2 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 Techno-financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form and E-bid Processing Fee). However, the original financial instrument for Cost of Bid Form and E-bid Processing Fee and should be submitted in a sealed envelope physically/by post at the following address of JMRC by the scheduled date and time as per NIB.

Joint General Manager (Rolling Stock),  
Room no. D-03, Workshop Building,  
Mansarovar metro train depot, Bhrigu path, Mansarovar, Jaipur-302020  
Mob. No.-9650093279, 7728895716,  
Email: jgmrs@jaipurmetrorail.in, mgrs2@jaipurmetrorail.in

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.

## **2.6 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.

### **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.

## **2.7 Award Of Contract & Performance Security Deposit**

1. The Employer will award LOA/PO 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 5 % of LOA/PO, 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/PO. In case of deposition of performance security in form of bank guarantee, then the Bank Guarantee will be executed on stamp paper (of any state) of 0.25% of Bank guarantee amount.
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. Performance Security will be returned after 60 days of completion of all contractual obligations of the Bidder.
5. No interest shall be payable on the Performance Security Deposit.







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### 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/purchase order, 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.
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 Special Conditions of Contract (SCC):-**

- i. Bidder should have valid GST registration number and enclose GST certificate.
- 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. Bid name and bid no. should be mentioned on the sealed offer.
- vii. The above material shall be delivered at Custody Store Section, Train maintenance Depot Mansarovar, Bhrihu Path, Mansarovar -Jaipur-302020 to JE/custody store.
- viii. Payment Terms- 100% payment on receipt and acceptance of material by JMRC.
- ix. Inspection Authority: By nominated JMRC staff.
- x. Consignee: JE/RS/Custody Store, Mansarovar Train maintenance Depot, Jaipur-Rajasthan.
- xi. Validity of offer: - Bidder is required to keep their offer open at least Ninety days (90 days) from the date of bid opening.
- xii. Warranty Period: Warranty term should be clearly indicated in the offer. Minimum warranty period is required 18 months from the date of supply or 12 months from the date of installation/commissioning of the material whichever is earlier.
- xiii. 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







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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.

- xiv. Delivery period may be extended with or without penalty if approved by competent authority on request of contractor.
- xv. JMRC has the right to accept or reject the bid in any stage.

**4 Technical Specifications and Scope of work****(A) Technical specifications of VCB POH Kit and assembly tool set for VCB**

S. No.	Item details	Part No.	Qty.	Unit	Make
1.	POH Replacement kit for VCB	5510760	22	Nos	M/s Schneider Electric Infrastructure Limited
2.	Assembly Tool set for VCB	5560000	01	Nos	

- Note:
- (i) Items should be compatible with the system of RS -08 metro train of JMRC.
  - (ii) The material fitment and dimension will be checked.
  - (iii) Material will be fitted in one VCB and suitability will be given after 15 days of Successful run.

**(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.





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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:
    - 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 - UNDERTAKING

(On Company's Letter Head)

To,

Director (Operation and Systems),  
Jaipur Metro Rail Corporation Ltd.,  
4<sup>th</sup> Floor, Admin Building, Mansarovar Depot,  
Bhriku 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:





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,

Bhriku Path, Mansarovar, Jaipur-302020,

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



### 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





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,

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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 POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set"** Bid No. **JMRC/O&S/DCOS/RS/F (124)(R1)** (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.(To be filled at time of submission of BG)(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

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




## 5.5 Agreement

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between \_\_\_\_\_ JAIPUR METRO RAIL CORPORATION LTD, 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 (124)(R1)**" contract for "**Procurement of POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set**" 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
- (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.





## 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:

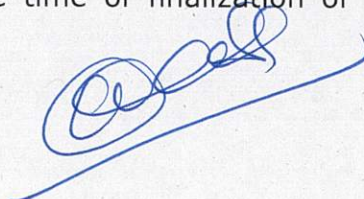
Witness \_\_\_\_\_

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.





## **5.6 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 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)

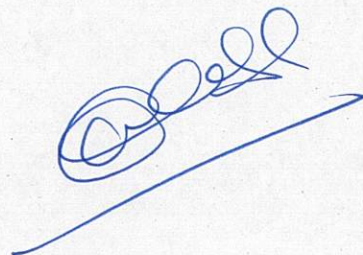
**7. Prayer:**

.....

Place .....

Date .....

Signature







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,

Bhriku Path, Mansarovar, Jaipur-302020,

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

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



 Item Wise BoQ

Tender Inviting Authority: DIRECTOR (O&amp;S)

Name of Work: Procurement of POH Replacement Kit of 22 CB Vacuum Circuit Breaker with assembly tool set

Contract No: JMRC/O&amp;S/DCOS/RS/F (124)/(R1)

Name of the Bidder/ Bidding Firm / Company :								
<b>PRICE SCHEDULE</b>								
<b>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</b>								
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, packing charges etc; no other charges shall be paid by JMRC. GST will be paid at rate applicable at the time of billing.)								
3.Fill applicable GST rate without %age sign .								
4. Make of material: - M/s Schneider Electric Infrastructure limited.								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE(without GST) In Figures To be entered by the Bidder in (INR)	GST Rate Applicable( %age)	TOTAL AMOUNT Without Taxes(INR)	TOTAL AMOUNT With all Taxes (INR)	TOTAL AMOUNT (With all Taxes) In Words
1	Particulars:							
1.01	POH Replacement kit for VCB, Part No: 5510760, Make: M/s Schneider Electric Infrastructure Limited	22.00	Nos			0.00	0.00	INR Zero Only
1.02	Assembly Tool set for VCB, Part No: 5560000 Make: M/s Schneider Electric Infrastructure Limited	1.00	Nos			0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

**NOTE:**

- 1) Make of material: - M/s Schneider Electric Infrastructure limited
- 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 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)**