



Single Source "Procurement of various spare cards for JMRC Signalling System"

JMRC/O&S/S&T/NIB/2023-24/12

F.No. - F2(113)/JMRC/O&S/S&T/SIG-Cards/2023-24

Date: 02/09/2024

To,  
M/s Alstom Transport India Limited,  
66/2, 3<sup>rd</sup> floor, Embassy Prime building,  
C.V. Raman Nagar, Bengaluru-560075,  
Karnataka, India.

**Subject: - Single Source "Procurement of various spare cards for JMRC Signalling System".**

Sealed bid is invited for single source procurement of "Procurement of various spare cards for JMRC Signalling System" 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 ED (S&T), room No.407, fourth Floor Admin building, Mansarovar Metro train depot, Bhriugu path, Mansarovar, Jaipur-302020 by 12./09/2024 at 15:00 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 12./09/2024 at 15:30 hrs.

  
Director (Operation & Systems) 30/8/24

JAIPUR METRO RAIL CORPORATION LTD.

Encl.: - Bid document



**Single Source "Procurement of various spare cards for JMRC Signalling System"**

**JMRC/O&S/S&T/NIB/2023-24/12**

JAIPUR METRO

**1. NOTICE INVITING BID (NIB)**

**F.No. – F2(113)/JMRC/O&S/S&T/SIG-Cards/2023-24**

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

**KEY DETAILS**

a)	Name of Work	Single source "Procurement of various spare cards for JMRC Signalling System"
b)	NIB No.	JMRC/O&S/S&T/NIB/2023-24/12
c)	Estimated Cost (including GST )	Rs. <b>78,92,241</b> /-(INR Seventy Eight Lakhs , Ninety Two Thousand Two Hundred and Forty One only)
d)	Bid document availability period	..11.00... hrs. of <u>02/09/2024</u> to .. <u>13.00</u> hrs. of <u>12/09/2024</u>
e)	Last Date of submission of Bid	15:00 hrs. on <u>12/09/2024</u>
f)	Time & Date of Opening of Bid	15:30 hrs. on <u>12/09/2024</u>
g)	Venue of Physical Submission and Opening of Bid	O/o ED (S&T), room No. 407,4th Floor, Admin building, Mansarovar metro train depot, Bhriгу path, Mansarovar, Jaipur-302020
h)	Websites for downloading Bid Document and subsequent clarification/ modification, if any	<a href="http://transport.rajasthan.gov.in/jmrc">http://transport.rajasthan.gov.in/jmrc</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
i)	Validity of Bid	90 days from the last date of submission of bid.
j)	Delivery period of items	Subject to the conditions of the contract, the work shall be executed within 21 months from the Date of P.O. /LOA or earlier
k)	Performance Security	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)
l)	Key Notes/Eligibility	<p>a) The bidders are required to submit:</p> <ol style="list-style-type: none"> <li>I. Bidder should have valid GST registration certificate issued by competent authority and enclose copy of it.</li> <li>II. Bidder should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and enclose copy of PAN certificate.</li> <li>III. Copy of authorization certificate of OEM.(if applicable)</li> </ol> <p>b) No conditional or partial or incomplete bid shall be accepted.</p> <p>c) The Procuring Entity shall not be responsible for delay in submission of bid due to any reason. Proof of Board resolution/Power of attorney, in vogue for signing of bid document (Refer Form C If applicable)</p>



**Single Source "Procurement of various spare cards for JMRC Signalling System"**

**JMRC/O&S/S&T/NIB/2023-24/12**

Note: The contract is governed by RTPP Act 2012 and RTPP Rules 2013 and General finance and Accounts Rule of Govt. of Rajasthan. 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.

A handwritten signature in blue ink, consisting of several loops and a horizontal line at the end.



## 2. INSTRUCTIONS TO BIDDER

### 2.1 IMPORTANT INSTRUCTIONS:-

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.

### 2.2 INTRODUCTION

Sealed bid is invited for NIB No. JMRC/O&S/S&T/NIB/2023-24/12 for work of "**Procurement of various spare cards for JMRC Signalling System**" 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 Bidder (ITB)
3. Special Conditions of Contract (SCC)
4. Technical Specifications and Scope of work
5. Terms of payment and penalty
6. Negotiations
7. Form-A: General Information
8. Form-B: Undertaking for compatibility
9. Form-C: Format of Power of Attorney
10. Form-D: Format of Bank Guarantee for Performance Bank
11. Form-E: Format of Agreement
12. Form F: Performa For Statement of Deviations
13. Grievance Redressal during Procurement process
14. Memorandum of Appeal under the RTPP Act, 2012
15. 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 websites mentioned in NIB 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.

(C) The complete bid document can also be downloaded from the website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and <http://transport.rajasthan.gov.in/jmrc>

### 2.3 OBJECTIVE OF THE BID

Through this Bid, JMRC seeks bid for Single Source "Procurement of various spare cards for JMRC Signalling System" with OEM i.e. M/s Alstom Transport India Limited.

### 2.4 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 **Single source "Procurement of various spare cards for JMRC Signaling System"** at:

O/o Executive Director (S&T)  
JMRC, 4th Floor, Admin Building,  
Mansarovar Metro Train depot, Jaipur – 302020  
Tel: +91-141-2822103, Email: [edst@jaipurmetrorail.in](mailto:edst@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 Bidder should have valid PAN certificate/ card issued by the Income Tax Dept. of GOI and shall enclose PAN certificate.
- 3.3 The bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed tender form, GST Registration.
- 3.4 The rates quoted shall be For JMRC office, Mansarovar Metro Depot, Jaipur-302020, inclusive of all expenses i.e. all taxes (excluding GST and forwarding charges 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 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 **Right to vary Quantity :-**Right to vary Quantity will be governed as per Rule 73 of RTPPR, 2013 up to latest amended.
- 3.9 **Delivery:** The supply of the spares within 21 Months from the issue of purchase order or earlier. Warranty card/ undertaking/FAT report of material supplied by you must be signed by you should be attached with invoice of material.
- 3.10 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.
- 3.11 **Power of attorney:** The 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, all liabilities and receive instructions.

3.12 The offer to be addressed to Director (Operation & Systems), JMRC, 4th Floor, Admin Building, Metro Depot, near Ganga Jamuna petrol pump, Mansarovar, Jaipur-302020.

3.13 **Warranty Period:** Minimum warranty period shall be 12 months from the date of supply and acceptance of order.

**3.14 Performance Security Deposit:**

- i. The successful bidder shall be required to deposit an amount mentioned in NIB of this bid document as performance security within 20 day of issue of Letter of Acceptance (LOA)/ Purchase Order (PO). The Performance Security (Bank Guarantee) shall be executed on Rajasthan Stamp duty which is payable @0.25 percent of the Bank Guarantee amount subject to maximum of Rupees 25000/-as per Rajasthan Stamp Act 1998. The performance guarantee should be submitted immediately after issue of LOA but not later than the agreement is signed between the parties
- 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 same as mentioned in the rule 42 Bid Security 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.
- vi. In addition to performance security, an Additional Performance Security in rule 75, (1) 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 or electronic bank guarantee (e-BG).

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. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]

vii. No interest shall be payable on the Performance Security Deposit.

#### 4. Technical Specifications and Scope of work

The scope of work will include the Supply of boards/cards of ALSTOM based U200 Signalling and Train Control system installed at JMRC, as below:

S. No.	Item description	Make	Item code	Specification	Quantity (in No.)
1	ALIM/5V-20A	ALSTOM	DTR0000178677	Should meet ALSTOM U 200 solution standards and specifications	1
2	AOVD CARD	ALSTOM	DTR0000231760		1
3	RT CARD	ALSTOM	DTR0000125031		4
4	Tx-Rx CARD F12	ALSTOM	DTR0000125037		2
5	HDL2V CARD	ALSTOM	DTR0000120217		2
6	CF3V CARD	ALSTOM	DTR0000120216		1
7	AC2V CARD	ALSTOM	DTR0000120192		2
8	CID CARD	ALSTOM	DTRD000010687		1
9	CRSA2 CARD	ALSTOM	DTR0000058047		1
10	Tx-Rx CARD F14	ALSTOM	DTR00000125039		1
11	TU F08/F12 CARD	ALSTOM	DTR00000240479		2

- Note:-** 1. All items to be supplied must be meet the specification of existing signalling system in JMRC and should be compatible with existing system as per actual installation of site and an undertaking as per form B shall be submitted.  
2. The above items shall be supplied along with certain details viz. Specification, FAT Reports, warranty details should be clearly mentioned in invoice and handover note.

#### 5. Terms of Payment and Penalty:

5.1 **Payment Terms-** Payment will be done after receipt and acceptance of material. Part payment on items supplied is applicable after acceptance of material by JMRC Engineer. Frequency of





part payment including final payment will not be more than three times in entire contract period. There will be no advance payment.

- 5.2 GST shall be paid @18% or as applicable at the time of billing as already mentioned in BOQ.
- 5.3 In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following:-
- delay up to one fourth period of the prescribed delivery period: 2.5% of contract value.
  - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0% of contract value.
  - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5% of contract value.
  - delay exceeding three fourth of the prescribed period: 10% of contract value.

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

The maximum amount of liquidated damages shall be 10% of the contract value. The LD shall be charged from the due payment of the Invoice.

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods and related services/work is on account of hindrances beyond the control of the Bidder.

## 6. Negotiations:

- 6.1 Negotiations may, however, be undertaken, when the rates have been quoted by the bidders for the subject matter of procurement; or when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- 6.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 6.3 The Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).
- 6.4 A minimum time shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous Bidder has received the intimation and consented to regarding holding of negotiations.
- 6.5 Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.





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.):



JAIPUR METRO

**8. 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 and size is suitable with existing signalling system (ALSTOM U200 Solution for signalling) in JMRC.
2. We further confirm that in case if Material is not compatible and/or size is not suitable with existing signalling system (ALSTOM U200 Solution for signalling) in JMRC, the material will be rejected and will be replaced without any claim from JMRC.

Stamp and Signature of the Bidder

Date:

Place:



9. 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..... son /daughter of Shri.....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 for **Single source "Procurement of various spare cards for JMRC Signaling System." (JMRC/O&S/S&T/NIB/2023-24/12 )** 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 ..... 2024.

For  
(Signature, Name, Designation and Address)

Accepted

(Signature, Name, Designation and Address of Attorney)

Witnesses:



1. XXX

2. ABC

Note:

1. If any board resolution /power of attorney in vogue for bidding on behalf of company is also accepted. Copy of same is to be attached.
2. 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.
3. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.



10. 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 "Procurement of various spare cards for JMRC Signaling System." NIB No. JMRC/O&S/S&T/NIB/2023-24/12 (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 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 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



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

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) 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 .....



**11. FORMAT OF AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 Between Jaipur Metro Rail Corporation Limited, Metro Train Depot, Bhriagu path, Mansarovar Jaipur-302020 hereinafter 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 Works should be executed, viz "Procurement of various spare cards for JMRC Signaling System" of Jaipur Metro Rail corporation Limited 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:**

1. 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.
2. The following documents shall constitute the contract between the Employer and the contractor and each shall be read and construed as an internal part of the contract:
  - (a) This Contract Agreement and the Appendices hereto
  - (b) Letter of price Bid and BOQ submitted by the Contractor.
  - (c) Employer's requirements
    - (i) Technical and General Specifications
    - (ii) FAT Report
    - (iii) Other Requirements
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract  
([https://transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/GeneralConditionofcontract\\_GCC.html](https://transport.rajasthan.gov.in/content/transportportal/en/metro/BussinessWithUs/GeneralConditionofcontract_GCC.html))
  - (f) Other completed bidding Forms submitted with the Letters of Technical and Price Bids
  - (g) Any other documents part of the Employer's Requirements
  - (h) Letter of Technical bid and Technical Proposal submitted by the Contractor
3. 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.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of



\*\*Rs \_\_\_\_\_ being the sum stated in the letter of acceptance subject to such additions there to 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.

5. 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.

6. JURISDICTION OF COURT

The Courts at JAIPUR shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

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 \_\_\_\_\_

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.

[Handwritten signature]





12. **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**

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



### 13. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

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

The designation and address of the Second Appellate Authority is Principal Secretary, UDH (GoR)

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

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

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





14. 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

[Handwritten signature]

15. **FINANCIAL BIDS: -**

Name of Work: Procurement of various spare cards for JMRC Signaling System

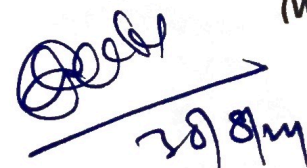
NIB No.: JMRC/O&S/S&T/NIB/2023-24/12

**BILL OF QUANTITY (BOQ)**

S. N.	Description	Unit	Qty. (A)	Unit Rate (B)	Total Amount (C=A*B)	GST% (D)	GST Amount (E=C*GST %)	Total Amount Including GST (F=C+E)
1.	ALIM/5V-20A	Nos.	1					
2	AOVD CARD	Nos.	1					
3	RT CARD	Nos.	4					
4	Tx-Rx CARD F12	Nos.	2					
5	HDL2V CARD	Nos.	2					
6	CF3V CARD	Nos.	1					
7	AC2V CARD	Nos.	2					
8	CID CARD	Nos.	1					
9	CRSA2 CARD	Nos.	1					
10	Tx-Rx CARD F14	Nos.	1					
11	TU F08/F12 CARD	Nos.	2					
<b>Total Cost including taxes in Rs. (in figures)</b>								
<b>Total Cost including taxes in Rs. (in words):</b>								

**Note:** (1) The rates quoted shall be For JMRC, Jaipur and This inclusive of all taxes (excluding GST and forwarding charges which is being taken in to account in BOQ), and no other charges shall be paid by JMRC.

Signature of firm representative  
(With seal of firm)



28/8/24

GST No. - \_\_\_\_\_