

Directorate of Operations & Systems

Office of Director (Operations & Systems)

4th Floor, Admin Building, Metro Train Depot,
Bhrigu Path, Mansarovar, Jaipur-302020

E-mail – dos@jaipurmetrorail.in



JMRC/O&S/DCOS/RS/F(200)

Dated: <u>⋈ o . 08</u>.2025

To,

M/s Premier India Agencies
"Premier House", Door No. 8-1-112,
3rd Floor, Vidyanagar, Pedawaltair,
Opp. III Town Police Station
Visakhapatnam-530017(A.P), INDIA
Contact no.:-9650117007
8912540150

Email: mukhtar@premierindia.org

Subject: Single source "PROCUREMENT OF SUPPLY OF SPARE ITEMS OF RESCUE AND RERAILING EQUIPMENTS"

Sealed bid is invited for Single source procurement of "PROCUREMENT OF SUPPLY OF SPARE ITEMS OF RESCUE AND RERAILING EQUIPMENTS" 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. D-26, Workshop Building, Mansarovar Metro Train depot, Jaipur – 302020 by 11 .09 .2025 at 14:30 Hours positively. Offer received after due date and time will not be entertained. Bid will be opened on 11 .69 .2025 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

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

	B-JMRC/O&S/DCOS/RS/	4" Floor, Admin Building, F(200)	JMRC, JAIPUR.
		ROCUREMENT OF SUPPLY	OF SPARE ITEMS OF RESCUE AND
1.	Key Bid Lifecycle dates	Bid publishing Date and Time	<u>∂1 .08</u> .2025 at 15 : 600 Hrs
	(other details provided in Instruction	Bid Submission Start Date and Time	<u>∠5</u> .08.2025 at 09:00 Hrs
	to Bidders)	Bid Submission Closing DateandTime	11 . 09 .2025 at 14 : 30 Hrs
		Bid opening Date and Time	11 . 69 .2025 at 15 : 30 Hrs
2.	Procurement Method	Single source procureme	ent.
3.	Approximate Estimated Cost of Goods (including GST)	Rs.30,58,721.83/- (Includi	ng GST)
4.	downloading and subsequent	State Public Procurement Port https://sppp.rajasthan.gov.in	tal (SPPP)-
3	1. C. 1 C	http://transport.rajasthan.go	v.in/jmrc
5.	Performance Security Amount	Demand Draft/ Bank guar	t) in the form of Banker's Cheque/ rantee/FDR of a Scheduled Bank in I Corporation Ltd." payable at Jaipur.
6.	Submission of Bid		Stock – Room no. D-26, Workshop Train Depot, Mansarovar, Jaipur – 7728895711
7.	Validity period of Bid	period 90 days after the Bid	Rules, Bids shall remain valid for the submission dead line date as specified Bid valid for a shorter period shall be atity as non-responsive.



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8.	Delivery Period	Within 24 weeks Order.	or earlier from the date of issue of Purchase
9.	Key Notes/Eligibility: The bidder is required to submit:		
(i)	Bidder should have valid certificate issued by com		Bidder shall enclose a copy of GST certificate.
(ii)	Bidder should have valid card issued by the Incomand enclose PAN certifica	e Tax Dept. of GOI	Bidder shall enclose a copy of PAN certificate.
(iii)	Bidder must be authorize of OEM	ed dealer/distributor	Bidder shall enclose a valid copy of authorization letter with the bid document.
(iv)	Power of attorney:- resolution/power of atto signing of bid document bid) Or Signed copy of Bidder's a certificate (refer Form `5.	rney, in vogue for (Refer form `5.6' of outhorization	
10.	Bank Account details sho signed and stamped or st details).	uld be attached with nould be supported v	n bid document by bidder on their letter-head duly with one copy of cancelled cheque (Form 5.3: Bank
11.	No conditional or partial	or incomplete bid sh	all be accepted.
12.	The Procuring Entity shall	Inot be responsible	for delayin submission of bid due to any reason.

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-D-26, Workshop Building, Metro Maintenance Depot, Bhrigu Path, Mansarovar, Jaipur-302020



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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 SUPPLY OF SPARE ITEMS OF RESCUE AND RERAILING EQUIPMENTS"** through authorized distributor/ Dealer of OEM i.e. M/s Premier India Agencies, Visakhapatnam(A.P), India.

2.2 Introduction

Sealed bid is invited for the Bid No.JMRC/O&S/DCOS/RS/F (200) towards Single source "PROCUREMENT OF SUPPLY OF SPARE ITEMS OF RESCUE AND RERAILING EQUIPMENTS" 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.
- (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.





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(D) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. All the information, intimation and updates regarding this bid shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

2.3 SUBMISSION OF BID

The Proposal duly filled & signed and complete in all respects must be submitted in a sealed envelope at the JMRC office by post or hand clearly marked as "Confidential" and Single source "PROCUREMENT OF SUPPLY OF SPARE ITEMS OF RESCUE AND RERAILING EQUIPMENTS" and address to:

Director (Operations and systems), JMRC Room No: D-26, Workshop Building, Metro Maintenance Depot, Bhrigu Path, Mansarovar, Jaipur-302020

Note: If any query about bid, please contact to JE (RS) at Mobile No: 7728895711.

3 Special Conditions of Contract (SCC):-

- i. Bidder should be an authorized dealer/distributor of OEM and a valid copy of authorization letter to be enclosed by bidder with the bid document.
- ii. 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.
- iii. The material is to be supplied within the time period as mentioned in NIB from the date of issue of "Purchase Order".
- iv. Performance security amount as per NIB will have to be deposited within 60 days from the date of issue of LOA/PO.
- v. Performance security shall be valid for a period of 60 days beyond the date of completion of warranty and any contractual obligations.
- vi. In addition to Performance Security as specified in rule 75(Rule 75A of RTPPR), 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 in the form of Banker's Page 5 of 23





Directorate of Operations & Systems

Office of Director (Operations & Systems)

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Cheque/ Demand Draft/ Bank guarantee/FDR of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.

- a.) Explanation: For the purpose of this rule,-
- 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."
- vii. 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 **60 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.
- viii. Stamp duty for agreement will be born by Successful bidder.
- ix. Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 60 days from the date of issue of the Letter of Acceptance/PO:
 - a.) Performance Security amount.
 - b.) Additional Performance Security(if applicable)
- x. Bid name and bid no. should be mentioned on the sealed offer.
- xi. The above material shall be delivered at Custody Store Section, Train maintenance Depot Mansarovar, Bhrigu Path, Mansarovar –Jaipur-302020 to JE/custody store.

V

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- xii. Payment Terms-100% payment on receipt and acceptance of item by JMRC, Part payment applicable if some items delivered early.
- xiii. Inspection Authority: By nominated JMRC staff.
- xiv. Consignee: JE/RS/Custody Store, Mansarovar Train maintenance Depot, Jaipur-Rajasthan.
- xv. Validity of offer: -Bidder is required to keep their offer open at least Ninety days (90 days) from the date of bid opening.

xvi. Warranty Period:

Warranty shall be 12 months from the date of acceptance or 18 months from the date of supply, whichever is earlier.

xvii. Penalty/Liquidated Damages:

- (i) If the contractor requires an extension of time on completion of contractual supply on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance.
- (ii) The Purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.
- (iii) **Extension in delivery period**: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-
 - (a) Delay upto one fourth period of the prescribed delivery period 2.5%.
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period 5%.
- (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period -7.5%.
- (d) Delay exceeding three fourth of the prescribed delivery period 10%.

 Note: 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%.

xviii. Testing and suitability condition:

- a.) Technical specifications of items will be checked physically for fitment and suitability conditions.
- b.) Bidder shall provide Test certificate of all items at the time of supply of items.
- c.) Spare items should be compatible with Rescue equipment's installed at Mansarover Metro depot of JMRC.





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4 Technical Specifications

Technical specifications of Spare Items of Rescue and Re-railing equipment's:

Sr. No.	Item name	Part no.	Qty
1.	Extension high pressure hose pair(blue/grey) in 10m length complete quick connect and dust caps on both ends for connection	70-63-01	03 pair
2.	Single high pressure hydraulic hose (black) in 10m length complete quick connect coupling and dust ends for connection	840721865N	03 nos.
3.	Re-railing bridge 2.2m/140mm	8407220144	01 no.
4.	Carrying handles (set of 4)	143020000	01 set
5.	Connection elements for joining re-railing bridges	840726555	01 set
6.	Air supply hose(red) 10m length complete connector and dust cap for connection	0800007601	02 nos.
7.	Air supply hose(Yellow) 10m length complete connector and dust cap for connection	0800007401	01 no.



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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) E-mail ID:
- (f) 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)

Page **9** of **23**

JAIPUR METRO RAIL CORPORATION LIMITED

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n	ın	THE	CASE	OT A	cons	ortium	٦.

- 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 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 Rescue equipment's installed at Mansarover Metro depot of JMRC.
- 2. We further confirm that in case if Material is not compatible with Rescue equipment's installed at Mansarover Metro depot of JMRC material will be rejected and material will be replaced or lifted without any claim from JMRC.

Stamp and Signature of the Bidder

Date:

Place:

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.3 BANK DETAILS FOR E-PA neficiary name:	YMENT
neficiary Address :	
Line-1:	
Line-2:	
District/City:	State:
Pin Code:	Tele/Fax:
Mobile alert:	
nk 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	

Stamp & Signature of Authorized Signatory

IFSC Code of the branch:



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Office of Director (Operations & Systems)

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5.4 Format of Bank Guarantee for Performance Security (On stamp paper @ 0.25% of BG value maximum up to Rs. 25000/-) 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 SUPPLY OF SPARE ITEMS OF RESCUE AND RERAILING **EQUIPMENTS**" Bid No. JMRC/O&S/DCOS/RS/F(200) (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 Undersigned (Name of 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 quarantee the Employer the full amount 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 theday of (Month) 2025 being herewith duly authorized.	
For and on behalf of theBank.	
Signature of authorized Bank official Name: Designation:	
Witness 1.	
Signature	
Witness 2. Signature Name	

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

JAIPUR METRO RAIL CORPORATION LIMITED

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AGREEMENT
This Agreement is made on the day of 2025 Between, JAIPUR METRO RAIL CORPORATION
LTD, 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 (200)"contract for "PROCUREMENT OF SUPPLY OF
SPARE ITEMS OF RESCUE AND RERAILING EQUIPMENTS" 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/deliver the works/goods 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.

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	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 Employer
	SIGNED, SEALED AND DELIVERED By the said	By the said
1	Name:on behalf of the Contractor in the presence of: Witness	Name:on behalf of the Employer in the presence of:Witness
	Name	NameAddress
	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
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,
Signature)

• 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.

(Name, Title and Address of the Attorney)

Notes:

• 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.



(Notarized)

To,

JAIPUR METRO RAIL CORPORATION LIMITED

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5.7 Bidder's Authorization Certificate {to be filled by the Bidders}

Director (Operations and Systems), JMRC,

Ath Floor, Admin Building, Metro Maintenance Depot, Bhrigu Path, Mansarovar, Jaipur-302020,
I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is here authorized to sign relevant documents on behalf of the company/ firm in dealing with N reference No.
dated He/ She is also authorized to atte
meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verifications are as under.
Thanking you,
Name of the Bidder: -
Verified Signature:
Authorized Signatory: -
Seal of the Organization: -
Date:
Place:

JAIPUR METRO RAIL CORPORATION LIMITED

Directorate of Operations & Systems

Office of Director (Operations & Systems)

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Bhrigu Path, Mansarovar, Jaipur-302020

E-mail – dos@jaipurmetrorail.in



5.8 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 (I) 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 (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.



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Memorandum of Appeal under the Rajasthan Transparency in Public Procurement

Act, 2012
Appeal Noof
Before the (First / Second Appellate Authority)
1. Particulars of appellant: (i) Name of the appellant: (ii) Official address, if any:
(iii) Residential address:2. Name and address of the respondent(s):(i)(ii)(iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:6. Grounds of appeal:
(Supported by an affidavit)
7. Prayer:
Place
Date
Signature



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6 FINANCIAL BID: -

BILL OF QUANTITY (BOQ)

SN	Description of Items with part no's	Qty (A)	Unit	Rate/per unit Without GST(INR) (B)	Total Amount Without GST(INR) (C= A*B)
1.	Extension high pressure hose pair(blue/grey) in 10m length complete quick connect and dust caps on both ends for connection Part no.: 70-63-01	03	pair		
2.	Single high pressure hydraulic hose (black) in 10m length complete quick connect coupling and dust ends for connection Part no.: 840721865N	03	nos.		
3.	Re-railing bridge 2.2m/140mm Part no.: 8407220144	01	no.		
4.	Carrying handles (set of 4) Part no.: 143020000	01	set		*
5.	Connection elements for joining rerailing bridges Part no.: 840726555	01	set		
1 7 27 17	Air supply hose(red) 10m length complete connector and dust cap for	.02	nos.		
.6	Part no.: 0800007601	0-	3 2 18657		
7.	Air supply hose(Yellow) 10m length complete connector and dust cap for connection Part no.: 0800007401	01	no.		
	Total Amount Without	GST(INR)		
	GST(INR) @	_%			
	Total Amount (INR) inc	luding	GST		
Amou	nt in words (INR):				



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NOTE:

- 1) Bidder is requested to go through the technical specification as per clause 4.
- 2) The rates quoted of items shall be FOR JMRC office, Mansarovar Metro Depot, Jaipur 302020, inclusive of all expenses i.e. all taxes, transportation/freight charges, loading/unloading charges packing & forwarding charges, insurance and all other statutory duties etc; no other charges shall be paid by JMRC.
- 3) Bidder shall quote for all the items, failing which their bid will be summarily rejected.
- 4) GST will be paid at rate applicable at the time of billing.

Signature of firm representative (With seal of firm)

