Bid No: JMRC/O&S/EL/2018-19/NIB/11

Bid Price Rs.590

BID DOCUMENT
"CAMC FOR THERMAX MAKE RO PLANT AT CHANDPOLE METRO STATION"

Jaipur Metro Rail Corporation Limited
Directorate of Operations & Systems
Admin building, Mansarover metro train depot,
Bhrigu path, Mansarover Jaipur – 302020
Website: [http://transport.rajasthan.gov.in/jmrc](http://transport.rajasthan.gov.in/jmrc)
Email: jmrc.opnem@gmail.com
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Signature of Authorized Signatory

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# NOTICE INVITING BIDS

Jaipur Metro Rail Corporation (JMRC) Ltd. invites sealed Open Bids (single stage one envelope method) for “CAMC for THERMAX Make RO Plant at CHANDPOLE Metro Station”

## KEY DETAILS:

<table>
<thead>
<tr>
<th></th>
<th>Designation and address of inviting authority</th>
<th>ED (Traction and E&amp;M), JMRC JAIPUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>NIB/Bid No</td>
<td>JMRC/O&amp;S/EL/2018-19/NIB/11</td>
</tr>
<tr>
<td></td>
<td>Dated</td>
<td>09/06/2018</td>
</tr>
<tr>
<td>b)</td>
<td>Name of Work</td>
<td>CAMC for THERMAX Make RO Plant at CHANDPOLE Metro Station (Detail as per clause-4)</td>
</tr>
<tr>
<td>c)</td>
<td>Cost of Bid Form</td>
<td>Rs. 590/- including 18% GST, Cost of Bid Form is not refundable (Refer clause 1.2)</td>
</tr>
<tr>
<td>d)</td>
<td>Estimated Cost</td>
<td>Rs. 459020/-</td>
</tr>
<tr>
<td>e)</td>
<td>Earnest Money Deposit (EMD) / Bid Security</td>
<td>Rs. 9180.00/- (2 % of the Estimated Cost) in the form of Banker’s Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur. (Refer clause 1.2)</td>
</tr>
<tr>
<td>f)</td>
<td>Performance Security</td>
<td>5 % of the contract amount which shall have to be deposited within one week of LOA in the form of Banker’s Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of “Jaipur Metro Rail Corporation Ltd.” payable at Jaipur payable at Jaipur. (Refer clause 1.23)</td>
</tr>
<tr>
<td>g)</td>
<td>Name of website(s) for downloading of Bid document and clarification(s) / Modification(s), if any</td>
<td><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></td>
</tr>
<tr>
<td>i)</td>
<td>Bid Download Start Date / Time</td>
<td>15:00 Hrs. dated 09/06/2018</td>
</tr>
<tr>
<td>j)</td>
<td>Bid Submission start date</td>
<td>09:00 Hrs. dated 26/06/2018</td>
</tr>
<tr>
<td>k)</td>
<td>Last Date for Submission of Bid</td>
<td>12:00 Hrs. dated 28/06/2018</td>
</tr>
<tr>
<td>l)</td>
<td>Venue of Submission and Opening of Bid</td>
<td>Room No.322, 3rd floor, Admin Building, Mansarover metro train depot, Bhrigu path, Mansarover, Jaipur-302020</td>
</tr>
<tr>
<td>m)</td>
<td>Validity of Bid</td>
<td>90 days from the last date of submission of bid.</td>
</tr>
<tr>
<td>n)</td>
<td>Contract Period</td>
<td>12 months from the date mention in commencement letter.</td>
</tr>
<tr>
<td>o)</td>
<td>Technical Capability:</td>
<td>Bidder should have valid GST registration certificate issued by competent authority and same to be attached along with bid documents</td>
</tr>
<tr>
<td></td>
<td>a) Bidder should have valid GST registration certificate issued by competent authority and same to be attached along with bid documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Applicant should have valid PAN card issued by the Income Tax Dept. of GOI</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Work experience :-</td>
<td>Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs. 183608 /-</td>
</tr>
<tr>
<td></td>
<td>The tenderers have experience of having satisfactorily completed similar works during last 3 years period ending last day of the month previous to the one in which the Bids are invited should be either of the following:</td>
<td></td>
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</tbody>
</table>

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Signature of Authorized Signatory
(ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs 229510 /-. Or

(iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost i.e. Rs 367216 /-.

Note:
1. All bidders or their authorized representative may attend the opening of Bid.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. In case of any further details required, the same can be collected from the office of ED(TR and E&M)

EXECUTIVE DIRECTOR (TR/E&M)
JAIPUR METRO RAIL CORPORATION LTD,
Room No.322, 3rd floor, Admin Building
Bhrigu path, Mansarovar, Jaipur – 302020
Tel: +91-77288-95403
Email: jmrc.edtem@gmail.com

NOTE: If any query about bid please contact to Manager/TEM, Mob No.:+91-9414551302/landline no. 0141-2822115
1 INSTRUCTION TO BIDDIRS

1.1 Sale of Bidding/ Bid Documents

1.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding documents shall also be placed on the State Public Procurement Portal and JMRC website as per NIB. The prospective Bidders shall download the bidding document from the specified website(s) and pay its bid cost on or before while submitting the bid to the procuring entity.

1.1.2 The bidding documents shall be made available to any prospective Bidders who pays the Bid cost for it in cash or by bank demand draft, banker’s cheque bid documents cost is not refundable.

1.2 Cost of bid document and Bid Security/EMD

1.2.1 The BID should be submitted in the prescribed Bid document, which may be purchased for Rs.590/- including 18%GST, by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation, 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. 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.

1.2.2 Bid Security can be deposited in the form of Demand Draft/ Bankers Cheque of Rs 9180/- (Rupees Nine thousand one hundred eighty only) drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (valid up to 90 days from the last date of Bid submission).

1.2.3 Bid security shall be 2% of the estimated value of subject matter of procurement/service put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick in industries other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013)

1.2.4 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

1.2.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:
   a. when the bidder withdraws or modifies its bid after opening of bids;
   b. when the Bidder does not execute the agreement, if any, after placement of supply/ work/service order within the specified period;
   c. when the Bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   d. when the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
e. if the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

1.2.1.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.

1.2.1.7 No interest shall be payable on the Bid Security (EMD).

1.2.1.8 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of performance security, as the case may be opt.

1.2.1.9 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
   a. the expiry of validity of Bid Security;
   b. the execution of agreement for procurement and performance security is furnished by the successful Bidder;
   c. the cancellation of the procurement process; or
   d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

1.3 Changes in the Bidding Document

1.3.1.1 At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a Bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

1.3.1.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

1.3.1.3 In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

1.4 Period of Validity of Bids

1.4.1.1 Bids submitted by the Bidders shall remain valid during the period specified in the NIB/bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

1.4.1.2 Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidders to extend the bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances Bid Security shall not be forfeited.
1.5 Format and Signing of Bids

1.5.1.1 The Bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.

1.5.1.2 All pages the bid of shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder, in token of acceptance of all the terms and conditions of the bidding documents.

1.5.1.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

1.6 Sealing and Marking of Bids

1.6.1.1 Bidders may submit their bids by post or by hand delivery in one large single envelope. However, the bid received through post submission within time shall be responsibility of bidder, if bid is not received with time JMRC will not responsible.

1.6.1.2 Single envelope shall:
   a. Bear the name and complete address along with telephone/ mobile number of Bidder;
   b. bear complete address of the procuring entity with telephone number, if any;
   c. bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and

1.6.1.3 A single-stage single envelope selection method shall be adopted.

The complete bid document will be consist of following

   a) Proof of bid cost
   b) Bid security.
   c) Bid Document - The bidder shall enclose duly signed and stamped, copy of the Bid Document and the Financial Bid (BOQ). Besides this all other associated / required documents shall be submitted duly numbered and signed/ stamped by the bidders. Bids, without any of the information desired in the prescribed formats will not be considered.
All applicable Annexures/Performas shall be duly filled by the bidders as below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidding document Fee (Bid Fee)</td>
<td>Proof of submission</td>
</tr>
<tr>
<td>2</td>
<td>Form of Bid</td>
<td>As per Form A</td>
</tr>
<tr>
<td>3</td>
<td>Bid Security (EMD)/Performance Security</td>
<td>REFER FORM B IN CASE EMD/FDR IN FORM OF BANK GUARANTEE</td>
</tr>
<tr>
<td>4</td>
<td>Bidder’s Authorisation Certificate</td>
<td>As per Form D</td>
</tr>
<tr>
<td>5</td>
<td>Self-Declaration</td>
<td>As per Form E</td>
</tr>
<tr>
<td>6</td>
<td>Conformity/No Deviation</td>
<td>As per Form F</td>
</tr>
<tr>
<td>7</td>
<td>General Information &amp; Joint Venture Data</td>
<td>As per Form T-1</td>
</tr>
</tbody>
</table>

**1.7 Cost & Language of Bidding**

1.7.1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.7.1.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the bidders and the procuring entity, shall be written only in English/ Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**1.8 Alternative/ Multiple Bids**

1.8.1.1 Alternative/ Multiple Bids shall not be considered at all.

**1.9 Deadline for the submission of Bids**

1.9.1.1 Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.

**1.10 Late Bids**

1.10.1.1 The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.

1.10.1.2 Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as “Late” and returned unopened to the Bidder.

Signature of Authorized Signatory
1.11 Receipt and Custody of Bids

1.11.1.1 The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.

1.11.1.2 The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.

1.11.1.3 All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and resell, if so warranted. All such entries shall be attested by the receiving person.

1.11.1.4 The received bids shall be kept in safe custody in lock and key by the person authorized to receive the bids.

1.11.1.5 The location of bid box shall be such as to facilitate easy access to Bidders.

1.11.1.6 Bids received by the authorized person on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.

1.11.1.7 The record of bids received late through post shall be entered in bids receipt register after closing the register as per above.

1.11.1.8 Bids received by telegram or given on form other than the prescribed form shall not be considered.

1.12 Withdrawal, Substitution, and Modification of Bids

1.12.1.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be:-

a. Submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and

b. Received by the procuring entity prior to the deadline prescribed for submission of bids.

1.12.1.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

1.12.1.3 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

Signature of Authorized Signatory
1.13 Opening of Bids

1.13.1.1 The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who choose to be present.

1.13.1.2 The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.

1.13.1.3 The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.

1.13.1.4 The bids shall be opened by the bids opening committee in the presence of the Bidders or their authorized representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where ‘a’ denotes the serial number at which the bid envelop has been taken for opening and ‘n’ denotes the total number of bids received by specified time.

1.13.1.5 The bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding Bidders’ names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of bid opening committee with date and time of opening of the bids.

1.13.1.6 Envelopes shall be opened one at a time and the following details shall be read out and recorded:
   a. the name of the Bidder and whether there is a substitution or modification;
   b. the bid prices (per lot if applicable);
   c. the Bid Security, if required; and
   d. Any other details as the committee may consider appropriate.

1.13.1.7 After all the bids have been opened, they shall be initialed and dated on the first page of each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initialed legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

1.13.1.8 No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and Bid Security.
1.14 Selection Method

1.14.1.1 The selection method is Least Cost Based Selection (LCBS) as detailed below:

1.14.1.1.1 Single bid system, bid will be opened on scheduled time and date as per NIB. The contract will be awarded to the most technical responsive bidder of financial bid.

1.14.1.1.2 Bidder shall quote price for each job type and job sub-types.

1.14.1.1.3 The ranking of L1, L2, L3 etc., will be done on the basis of Total Cost, with L1 being the bidder whose Total Cost is the lowest, L2 being the second lowest and so on.

1.14.1.2 The LOA shall be given to only One Bidder.

1.15 Clarification of Bids

1.15.1.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee’s request for clarification and the response of the Bidder shall be in writing.

1.15.1.2 Any clarification submitted by a Bidder with respect to its Bid that is not in response to a request by the committee shall not be considered.

1.15.1.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

1.15.1.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

1.15.1.5 All communications generated under this rule shall be included in the record of the procurement proceedings.

1.16 Evaluation & Tabulation of Bids

1.16.1.1 Preliminary Examination of Bids

1.16.1.1.1 The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the:

a. bid is signed, as per the requirements listed in the bidding document;
b. bid has been sealed as per instructions provided in the bidding document;
c. bid is valid for the period, specified in the bidding document;
d. bid is accompanied by bidding document fee, Bid Security or bid securing declaration.
e. bid is unconditional and the Bidder has agreed to give the required performance security; and
f. Other conditions, as specified in the bidding document are fulfilled.
1.16.1.2 Determination of Responsiveness

1.16.1.2.1 The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.

1.16.1.2.2 A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:

- “deviation” is a departure from the requirements specified in the bidding document;
- “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

1.16.1.2.3 A material deviation, reservation, or omission is one that,

- if accepted, shall:
  1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
  2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder’s obligations under the proposed contract; or
- if rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.

1.16.1.2.4 The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

1.16.1.2.5 The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

1.16.1.3 Non-material Non-conformities in Bids

1.16.1.3.1 The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

1.16.1.3.2 The bid evaluation committee may request the bidder to submit the necessary information or document like GST certificate, Pan certificate, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.16.1.3.3 The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under above.

Signature of Authorized Signatory
1.16.1.3.4 Bids shall be evaluated based on the documents submitted as a part of bid. Bidders are expected to quote for all the items. Similarly, in case the proposal of a Bidder is non-responsive for any item, the Bidder shall be summarily rejected.

1.16.1.3.5 The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

1.16.1.3.6 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer quoting least value of Total Cost in financial bid. A list of L1, L2,...will be prepared accordingly.

1.16.1.3.7 The rates quoted by L1 Bidder shall be accepted as the bid rates.

1.16.1.3.8 In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.

1.16.1.3.9 The members of bid evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.

1.17 Correction of Arithmetic Errors in Financial Bids:

1.17.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

1.17.1.2 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

1.17.1.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (1.17.1.2) and above.

1.18 Price/purchase preference in evaluation:

Price and/or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

1.19 Negotiations

1.19.1 Negotiations may, however, be undertaken with the lowest Bidder when the rates of any job type are considered to be much higher than the prevailing market rates or the rates quoted for that job type by other bidders.

Signature of Authorized Signatory
1.19.1.2 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

1.19.1.3 The lowest Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days 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.

1.19.1.4 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.

1.19.1.5 In case of non-satisfactory achievement of rates from lowest Bidder, the bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous Bidder, then to the third lowest or most advantageous Bidder and so on in the order of their initial standing and work/ supply order be awarded to the Bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

1.19.1.6 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

1.20 Acceptance of the successful Bid and Issuance of LOA

1.20.1.1 The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

1.20.1.2 Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period OR time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

1.20.1.3 Before issuance of LOA the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

1.20.1.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

1.20.1.5 The Bid Security of the Bidders who’s Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and its performance security is obtained.
1.21 Procuring entity’s right to accept or reject any or all Bids

1.21.1 The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders.

1.22 Right to Vary Quantity

1.22.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation.

1.22.2 Orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased.

1.23 Performance Security Deposit

1.23.1 Prior to execution of work order, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

1.23.2 The amount of performance security shall be 05% of the amount of supply order in case of procurement of goods and services.

1.23.3 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 bidding document for Bid Security;
   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.

1.23.4 Performance security furnished in the form specified in clause 1.23 above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and maintenance and defect liability period.

1.23.5 Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:
   a. When any terms and condition of the contract is breached.
   b. When the Bidder fails to make complete supply satisfactorily.
c. if the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.

1.23.1.6 Notice will be given to the Bidder with reasonable time before Performance Security deposited is forfeited.

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

**GENERAL CONDITIONS OF CONTRACT**

Bidders should read these conditions carefully and comply strictly while sending their bids.

1.24 Terms & Conditions

2.11 The JMRC reserves the right to accept or reject any or all quotations without assigning any reasons.

2.12 Minimum twelve visits are mandatory during the contract period of one year and additional visit as and when required.

2.13 Vendors are requested to quote their most competitive rate in schedule of items given at BOQ.

The rate must be stated for each item separately both in words and figures. In case of discrepancy between the price quoted in word and figures, the rates quoted in words would be treated as final.

2.14 Prices should be inclusive of all leviable Govt. taxes and free services and replacement of all components as and when required to maintain the quality of drinking water as per Indian standards.

2.15 No bidder shall be allowed to revise its original price.

2.16 The validity of the offer should be as per NIB (m) from the last date of the submission.

2.17 Before quoting the rate, contractor may visit the site to judge the conditions.

2.18 The bid/offers shall not include any conditions whatsoever. In case, any conditions are included in the quotation the same may not be taken into consideration. The offers in such cases are liable to be rejected. Clarification, if any, shall be obtained in writing from the bid inviting authority before submission of the quotation.

2.19 Incomplete and unsigned quotations are liable to be rejected.

2.20 The representative/engineer of the firm has to make a monthly mandatory visit to check scheduled maintenance and ensure that all the equipments under AMC are working properly. At the end of the period of AMC, all machines under AMC will be handed over as functional machine along with treated Water Quality Analysis Report of the last month of the AMC.

2.21 The Registration Number of the firm along with GST NO., copy allotted by Authorities should be enclosed with the bid.

2.22 The contractor has to maintain a register for the periodical inspections, which have to be signed by representative of the JMRC. The contractor should depute only qualified/experienced technicians for carrying out the preventive maintenance work.

2.23 The AMC shall be for one year and the JMRC reserves the right to enter into AMC for another year on the same terms and conditions depending on the services rendered by the bidder.

2.24 The AMC shall be in force for the period of one year from the date as mentioned in the award letter.

2.25 If the bidder fails to undertake the job satisfactorily at any period of time withdraws his services permanently or more than three consecutive weeks the JMRC has every right to terminate the contract.
2.26 The Bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed bid form, Authorized dealership/Sale and Service/Repair/AMC provider.

2.27 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 bid in transit will not be the responsibility of Jaipur metro rail corporation.

1.24.1 The offer to be addressed to: ED (Traction and E&M), JMRC JAIPUR

1.24.2 Recoveries from Supplier/Contractor

1.24.2.1 Recovery of liquidated damages, RO spare, filters and chemical, short supply, changing in chemical reaction, rejected chemical shall be made ordinarily from bills or Performance Security Deposit (as the case may be).

1.24.2.2 The LOA shall withhold amount to the extent of short supply, broken/damaged or for rejected RO spare/filter/chemical and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and Bid Security available with the department.

1.24.2.3 The balance, if any, shall be demanded from the Supplier/Contractor and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

1.24.3 Specifications and Standards

1.24.3.1 All articles supplied shall strictly conform to the specifications, trademark laid down in the bid form and wherever articles have been required according to ISI/ISO/other applicable specifications/certifications/standards, those articles should conform strictly to those specifications/certifications/standards. The supply shall be of best quality and description. The decision of the competent authority whether the article supplied conforms to the specifications shall be final and binding on the supplier/Contractor.

1.24.3.2 Technical Specifications and Drawings

a. The Supplier/Contractor shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

b. The Supplier/Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

c. The goods and related services supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

1.24.3.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
1.24.4 **Inspection**

1.24.4.1 The PE or his duly authorized representative shall at all reasonable time have access to the service /supplier's/ Contractor's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

1.24.5 **Rejection**

1.24.5.1 Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Contractor at his own cost within the time fixed by the PE.

1.24.5.2 If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the PE after giving an opportunity to the Contractor of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

1.24.5.3 The rejected articles shall be removed by the supplier/ Bidder/ Contractor within 15 days of intimation of rejection, after which PE shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Contractor's risk and on his account.

1.24.6 **Payments**

1.24.6.1 No payment in advance shall be considered.

1.24.6.2 Payment will be made on quarterly basis after satisfactory services report by the JMRC nominated staff. No extra charges will be paid for attending the complaint.

1.24.6.3 The repair of equipment should be done as per schedule. If the firm is failed to do so JMRC reserves the right to get any other authorized party to service the machine and the cost if any in such cases along with penalty as deemed fit by procuring entity will be recovered from firm. Penalty will be imposed as per the clause mentioned in 3.2.

1.24.7 **Termination and Liquidated damage**

1.24.7.1 **Termination for Default**

1.24.7.1.1 The bid sanctioning authority of JMRC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Contractor, terminate the contract in whole or in part:

   a. If the supplier/ Contractor fails to deliver/SERVICE any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMRC; or
   
   b. If the supplier/ Contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof;
c. If the supplier/ Contractor, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/ Contractor commits breach of any condition of the contract.

1.24.7.1.2 If JMRC terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.

1.24.7.1.3 Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

2 SCOPE OF WORK AND SITE CONDITIONS

The scope of work includes Preventive & breakdown maintenance of RO System and submitting a report after every visit/maintenance.

The scope of work includes checking the performance of RO System and submitting a report after every visit. His scope of work include: unit checkups and general cleaning, Replacement of cartridge filter in every month, Chemical flushing of membrane once in 3 month, replacement of membrane, if required as per the need during the AMC Period.

a) After following schedules of Preventive maintenances, there should normally be no failure/defect in the system but in case there is any complaint in the system, same shall be advised to contactor through telephonically on phone or e-mail and contractor shall attend the call and carryout corrective maintenance/repair to put right the system within 48 hrs. contractor shall make his all out efforts to adhere the time schedule of preventive as well as corrective maintenance and in case of delay beyond reasonable limit a penalty as prescribed in clause 3.2 shall be deducted from his bill amount.

b) The various schedules of preventive maintenance is to be submitted by contractor along with offer or

Prior to issue of ‘LOA’ for approval atleast the checks/maintenance as mentioned in the clause 3.2 are to be performed during preventive maintenance.

Checks/maintenance also depends on the condition of the system and can be varied accordingly.

c) The preventive maintenance of RO will be carried out as per pre-approved schedule and in no case it shall be delayed by 03 days.

d) In case any of the schedules of preventive maintenance is delayed beyond 03 days of Grace period, penalty of Rs.300 per day shall be levied against the contractor.

3.2 In case of any complaint/breakdown/fault in any equipment, the firm has to attend the fault within 24 hours of reporting on phone/FAX/ Email etc. failing which will invite a penalty as follows:

a. Attending to complaint between 2 to 3 days of intimation- Rs. 1000/-

b. Attending to complaint between 4 to 5 days of intimation- Rs. 2000/-

C. Attending to complaint after 5 days - Rs. 3000/-
# RO Maintenance Schedule (M, Q, HY, Y and as required)

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Half-Yearly</th>
<th>Yearly</th>
<th>As Required by Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check &amp; note pressure gauge reading. If any found faulty the rectify it.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Check any leakage if yes note he fault and rectify.</td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Check &amp; note reject &amp; treated water flow rate if not ok then attend.</td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Check the availability of chemical solution in drums. Ensure the dosing frequency of the pump if it’s not correct then attend.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Check and analysis of the prepared chemical.</td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Check all valves before starting the system if any faulty then replace it.</td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Carry out Dual Media back washing 10 minutes &amp; 5 minutes rinsing before starting the RO Plant</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Carry out Dual member flushing in morning with only raw water pump ON for around 5 minutes and then with raw water as well as high pressure pump ON for around minute.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Oil Filter Change9.Carry out extended backwash of DMF for 45 Minutes.</td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Check the Automation of the RO. If any found faulty the rectify.</td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Change both micron cartridge filter.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Conduct RO membrane cleaning with chemicals.(Thrice time in a year)</td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Carry out cleaning of Y-strainer.</td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Ensure the Electrical switch gears functioning if any found faulty then replace it.</td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Ensure that approximately 3000 to 5000 Ltrs RO treated water is available for RO membrane cleaning. Clean the membrane 6-7 hours duration during chemical washing.</td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Clean all sensor and check the functioning of the same if any found faulty then replace it.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Cleaning the DMF once in a year.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Pain touch is done on RO.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Change the all type of Gasket and seal if required.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>If RO is not treated the water then check and rectify.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Attend the switch gears and automation problem.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Attend the Unbalance treated and rejected water radio problem.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Attend the RO Pumps, DMF, Sensors and all the problems related to RO operation.</td>
<td></td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Authorized Signatory
3.3 The AMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge (Except a, e, h) during the AMC Period:

a) Cartridge filters (Separate rate parts)  
b) Sensors (included in AMC rate)  
c) Dosing pumps (included in AMC rate)  
d) Electronic cards (included in AMC rate)  
e) Membrane (Separate rate parts)  
f) O-rings and coupling pipes (included in AMC rate)  
g) Gaskets (included in AMC rate)  
h) Chemicals for flashing and chemical flashing (Separate rate parts)  
i) Valves (included in AMC rate)  
j) Any other items to make RO functional (included in AMC).

3.4 Free replacement of all type consumables such as all kinds of sensors, O ring, coupling and valve are mandatory over a year during the contract period.

3.5 Repair of the all electrical and mechanical parts provided for the RO Plants including replacement of parts and rewinding as and when required (included in AMC).

3 Warranty

4.1.1 Warranty term should be clearly indicated in the offer. There is a requirement of minimum 12 months warranty on all the parts from the date of commissioning if applicable.

4 Other Special Terms

6.1.1.1 In case the Bidder fails to execute the work within stated timelines, the LD as per clause 2.1.7 would be applicable.

4.1.1.11 In case of any errors/ inaccuracies remain in supply and services even after the final approval of design from the purchaser then the Contractor has to take corrective actions on Bidders part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the LD as per clause 2.1.7 would be applicable.
## 5 Technical Bid Formats And Details:

### 7.1.1 Technical Specifications And Standards

Annexure “A”

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weight age shall be awarded for such deviations.

### 7.1.2 Specification And Standards Of CAMC For RO Plant

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Product Name</th>
<th>Product APPROVED Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Spares used in RO CAMC</td>
<td>Thermax</td>
</tr>
<tr>
<td>2</td>
<td>Membrane</td>
<td>DOVE(filmtake) OR NITTO</td>
</tr>
<tr>
<td>3</td>
<td>Flashing chemical</td>
<td>AQUA-217</td>
</tr>
<tr>
<td></td>
<td>MX-711: 60 KG</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MX-712: 60 KG</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cartage filter(5 micron)</td>
<td>Silvertake/gopani/ Lenntech, equivalent</td>
</tr>
<tr>
<td>5</td>
<td>Switch gears</td>
<td>Sciender/L&amp;T</td>
</tr>
</tbody>
</table>
Note:

I. The Appendix forms part of the Bid

II. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: ________________________

To

EXECUTIVE DIRECTOR (Tr./E&M),
Jaipur Metro Rail Corporation Limited,
Room no.-322,3rd Floor, Admin Building Mansarovar metro train depot,
Bhrigu Path, Mansarovar, Jaipur-302020

1. Having visited the site and examined the General Conditions of Contract as well as Special Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. ________________________ (Amount in figures and words) for ________________________ or such other sum as may be ascertained in accordance with the said conditions.

2. We acknowledge that the Appendix forms an integral part of the Bid.

3. We undertake, if our Bid is accepted, to commence the works of the within 4 weeks of issue of the purchase order.

4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with the General Conditions of the Contract and as indicated in the Appendix.

5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount.

9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

10. We understand that you are not bound to accept the lowest or any bid you may receive.

Signature of Authorized Signatory
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this........day of........... 2018

Signature

Name........................................... in the capacity of ...........................................

Duly authorized to sign Bids for and on behalf of..................................................

Address .................................................................................................................

Witness – Signature ...................................

Name ....................................................

Address .................................................................................................................

Occupation ..............................................................................................................

\[Signature\]
B. **Form B Form of Bank Guarantee For Bid Security**

know all men by these presents that we ______________ (Name of Bank) having our registered office at ______________ (Address and Name of country) (hereinafter called "the Bank") are bound unto Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs. __________ for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Whereas ______________ (name of bidder) (hereinafter called "the bidder") has submitted its bid dated __________ for "CAMC for THERMAX Make RO Plant at Chandpole Metro Station" Bid "JMRC/O&S/EL/2018-19/NIB/11" here in after called "the Bid". And whereas the bidder is required to furnish a bank guarantee for the sum of Rs. __________ (rupees __________) as bid security against the bidder’s offer as aforesaid. And whereas ______________ (name and address of the bank) have, at the request of the bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.

b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.

c. That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

d. That this Guarantee commences from the date hereof and shall remain in force till ________ (Date up to which Guarantee is valid i.e. 150 days from the last date of bid submission).

e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

__________________________

Signature of Authorized Signatory
<table>
<thead>
<tr>
<th>Signature of the witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of authorized Official of the Bank</td>
</tr>
<tr>
<td>Name of Official .................</td>
</tr>
<tr>
<td>Designation .................</td>
</tr>
<tr>
<td>I.D. No. .........................</td>
</tr>
<tr>
<td>Name of the Witness</td>
</tr>
<tr>
<td>..................................</td>
</tr>
<tr>
<td>Address of the Witness</td>
</tr>
<tr>
<td>..................................</td>
</tr>
<tr>
<td>Stamp/Seal of the Bank .........................</td>
</tr>
</tbody>
</table>

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of Authorized Signatory
C. FORM C 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 CAMC for THERMAX Make RO Plant at Chandpole Metro Station Bid No. JMRC/O&S/EL/2018-19/NIB/11 (here in after called “the contract”) to M/s ________________ (here in after called “the Contractor”).

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

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

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

This Guarantee is valid for a period of ___________ Months from the date of signing. (The initial period during which this Guarantee will be valid must be for at least 2 months longer than the Contract 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.

Signature of Authorized Signatory
The Guarantee hereinafter 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” hereinafter 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) 2016 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 _________________________
D. Form E: Bidder’s Authorization Certificate {to be filled by the BIDDIRS}

To,

EXECUTIVE DIRECTOR (Tr/E&M)
Jaipur Metro Rail Corporation
Room no. 322, 3rd floor Admin Building, Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur – 302020

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _________ dated _________. He/ She is also authorized to attend 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 verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

[Signature]
E. Form F: Self-Declaration {to be filled by the Bidder}

To,

EXECUTIVE DIRECTOR (Tr/E&M)
Jaipur Metro Rail Corporation
Room no. 322, 3rd floor Admin Building Mansarovar metro train depot,
Bhrigu path, Mansarovar, Jaipur – 302020

In response to the NIB Ref. No. ____________________ dated ______________ for {Project Title}, as an Owner/Partner/Director/Auth. Sign. of _____________________________, I/We hereby declare that presently our Company/firm __________________, at the time of bidding:

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b) have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central government/PSU/UT.

d) does not have any previous transgressions with any entity in India or any other country during the last three years

e) does not have any debarment by any other procuring entity

f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: - Seal of the Organization: -

Date: ____________

Place: ______________

Signature of Authorized Signatory
F. Form G: Certificate Of Conformity/No Deviation {to be filled by the Bidder}

To,

EXECUTIVE DIRECTOR (Tr./E&M)
Jaipur Metro Rail Corporation
Mansarovar metro train depot,
Bhrigu path, Mansarovar Jaipur – 302020

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________

Signature of Authorized Signatory
G. Form T-1 General Information And Joint Venture Data

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 registration number (enclose GST 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.):

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.
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?

Signature of firm's representative

(With seal of firm)
### H. Bill Of Quantities (BOQ)

**Financial Bid Form**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Works/Item</th>
<th>QTY.</th>
<th>Unit</th>
<th>Rate/Unit excluding GST</th>
<th>Total Amount excluding GST (AXB)</th>
<th>Tax(GST)</th>
<th>Gross amount included GST(C+D)</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AMC for 1 year for Thermax make RO</td>
<td>1 Job</td>
<td>Job</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Replacement of Cartage filters in every monthly maintenance (5 micron) Make..........</td>
<td>16 Nos</td>
<td>Nos</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Chemical flashing (3 Times in a year) Make..........</td>
<td>KG</td>
<td>KG</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>I. MX-711</td>
<td>60 KG</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>II. MX-712</td>
<td>60 KG</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rates of optional spares, if required (payment shall be made for the use of actual quantity against this item)

| 4     | Membranes Make.......... | 8 Nos Blocks | Block | | | | | |

**NOTE**

1. All the maintenance and Breakdown works included in AMC Rate.
2. These item also including in AMC rate (As per clause 3.3 of bid document)
   A. All the type of sensor if Replacement is required.
   B. O Ring, coupling and valve etc, if replacement is required.
   C. Electrical Relays and contactor, Button etc., if Replacement is required.
3. The rates quoted shall be FOR Chandpole Metro Station, Jaipur, inclusive of all expenses i.e. all taxes (excluding GST), and transportation charges etc; no other charges shall be paid by JMRC.

4. Evaluation of lowest bidder will be done as per Serial No. 5 of BOQ and not against individual items.

Signature of the contractor
With date and seal