To,

M/s Integrated Intelligent Solutions and Technologies Pvt. Ltd.
A-73, Ground Floor, Sector-65, Noida-201301
UP, INDIA
Web: www.i2sttechnologies.com
Landline: +91-120-420318

Subject: “Non comprehensive Annual Maintenance Contract for three year of Building Management system installed at Chandpole Metro station and OCC of JMRC”.

Sealed bid is invited for “Non comprehensive Annual Maintenance Contract for three year Building Management system installed at Chandpole Metro station and OCC of JMRC” as per Bid document attached. The rates shall be quoted in BOQ in the bid document.

Signed, stamped and sealed offers should reach in the Office of Manager (Traction / E&M), Room no. 107, Admin Building, Mansarover metro train depot, Brighu path, Mansarover, Jaipur-302020 by 28.02.2019 at 12:00 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 28.02.2019 at 12:30 hrs.

(B.M. Meena)
Executive Director (Traction and E&M)
JAIPUR METRO RAIL CORPORATION LTD.

1. NOTICE INVITING BID (NIB)
Bid No. JMRC/O&S/EL/2018-19/NIB/030

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

### KEY DETAILS

<table>
<thead>
<tr>
<th>a) Name of Work</th>
<th>“Non comprehensive Annual Maintenance Contract for three years of Building Management system installed at Chandpole Metro station and OCC of JMRC”</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Approximate Estimated cost of AMC (including GST)</td>
<td>Rs. 10,73,800/-</td>
</tr>
<tr>
<td>c) Bid Security Amount</td>
<td>NIL</td>
</tr>
<tr>
<td>d) Cost of Bid Form</td>
<td>NIL</td>
</tr>
<tr>
<td>e) Bid document availability period</td>
<td>17:00 hrs dated 20.02.2019</td>
</tr>
<tr>
<td>f) Last Date for submission of Bid</td>
<td>12:00 hrs dated 28.02.2019</td>
</tr>
<tr>
<td>g) Time &amp; Date of Opening of Bid</td>
<td>12:30 hrs dated 28.02.2019</td>
</tr>
<tr>
<td>h) Venue of Physical Submission and Opening of Bid</td>
<td>Manager (Traction/E&amp;M), Room no. 107, 1st Floor, Admin Building, Mansarovar Metro Train depot, Jaipur – 302020</td>
</tr>
<tr>
<td>j) Validity of Bid</td>
<td>90 days from the last date of submission of bid.</td>
</tr>
<tr>
<td>k) Contract Period</td>
<td>3 Years from the date mention in commencement letter.</td>
</tr>
<tr>
<td>l) Performance Security</td>
<td>10% of the total contract price as per SCC.</td>
</tr>
</tbody>
</table>

**Note:** The contract is governed by RTPP Act 2012 and RTPP Rules 2013. Bidders shall be prepared and submitted in accordance with the instruction given herein. General Condition of Contract (GCC) of JMRC shall form an invariable part of this bid document. A copy of GCC is available on JMRC website.

The complete bid document can also be downloaded from the website [http://transport.rajasthan.gov.in/jmrc](http://transport.rajasthan.gov.in/jmrc) or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). In case the bid document is downloaded from website.

Signed by:
Executive Director (Traction and E&M)
JMRC, Room no. 407, 4th Floor, Admin Building,
Mansarovar Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edem@jaipurmetrorail.in

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SGC030630 Website: transport.rajasthan.gov.in/jmrc
2. Instructions TO Bidders (ITB)

2.1 OBJECTIVE OF THE BID

Through this Bid, JMRC seeks bid for “Non comprehensive Annual Maintenance Contract for three year of Building Management system installed at Chandpole Metro station and OCC of JMRC” from OEM M/s Integrated Intelligent Solutions and Technologies Pvt. Ltd..

2.2 INTRODUCTION

Sealed bid is invited for the Bid No. JMRC/O&S/EL/2018-19/NIB/030 towards Single Source Bid for “Non comprehensive Annual Maintenance Contract for three year of Building Management system installed at Chandpole Metro station and OCC of JMRC” by Jaipur Metro Rail Corporation Limited, hereinafter called the ‘Employer’ in accordance with this Bid Package. The Bid Document consists of the following:

1. Notice Inviting Bid (NIB)
2. Instructions To Bidders (ITB)
3. Special Conditions of Contract (SCC)
4. Scope of work
5. Tender Opening And Evaluation
6. Payment
7. Penalty
8. Format of Bank Guarantee for Performance Security
9. Grievance redressal during Tendering and AMC period
10. FORM OF AGREEMENT
11. Financial Bid - Bill of Quantities
12. Spare parts list (Annexure “A”)

Note:-

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

(B) If the date of opening is declared holiday, then Bid will be opened on next working day.

(C) Approved GCC and SHE manual are applicable and available on the JMRC website. Successful bidder shall sign the complete GCC and SHE documents and submit to the JMRC.

(D) The complete bid document can also be downloaded from the website http://transport.rajasthan.gov.in/jmrc or www.sppp.rajasthan.gov.in.
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 clearly marked as “CONFIDENTIAL” and single source Bid for “Non comprehensive Annual Maintenance Contract for three year of Building Management system installed at Chandpole Metro station and OCC in JMRC” and addressed to:

Executive Director (Traction and E&M)
JMRC, Room no. 407, 4th Floor, Admin Building,
Mansarover Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edtem@jaipurmetrorail.in

3. Special Conditions of Contract (SCC):

1. Bidder should have valid GST registration number and required to enclose copy of registration. GST shall be paid extra as actual as per govt. rules at the time of billing. The Registration Number of the firm along with GST NO and PAN, allotted by the Government of India and State Government should be enclosed with the bid.

2. Performance Security: The amount of performance security @ 10 percent of work order cost of NCAMC.

3. The contract period of NCAMC is 03 years from the date of commencement of work as mentioned in LOA.

4. Bidder name and Bid no. should be mentioned on the sealed offer.

5. Consignee: Jen (E&M)/JMRC, Jaipur-Rajasthan.

6. Validity of offer: Bidder is required to keep their offer open at least ninety days (90 days) from the date of bid opening.

7. The JMRC reserves the right to accept or reject any or all offers without assigning any reasons.

8. Vendor is requested to quote their most competitive rate in schedule of items given at (BOQ).

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

10. The rates quoted shall be FOR JMRC, inclusive of all expenses i.e. all taxes (excluding GST); GST will be paid at the rate prevailing at the time of billing.

11. The validity of the offer should be 90 days from the last date of the submission.

12. Before quoting the rate, contractor may visit the site to judge the site requirements. Clarification, if any, shall be obtained in writing from the tender inviting authority before submission of the bid.

13. If the tenderer fails to undertake the job satisfactorily at any period of time and withdraws his Services, JMRC has every right to cancel the contract and confiscated the performance Guarantee.

14. The Bidder shall submit his bid in a sealed envelope containing all necessary documents such as duly signed tender form, Authorized dealership/Sale and Service/Repair/NCAMC Certificate of M/s Integrated Intelligent Solutions and Technologies Pvt. Ltd.

15. No bids will be received/accepted after the expiry of the prescribed date and time for Submission of the bid. Postal delay or loss of tender in transit will not be the responsibility of Jaipur metro rail corporation.

16. The offer is to be addressed to ED(Traction and E&M), Executive Director (Traction and E&M)
JMRC, Room no. 407, 4th Floor, Admin Building, Mansarover Metro Train depot, Jaipur – 302020
Tel: +91-141-2822103, Email: edtem@jaipurmetrorail.in

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SGC030630 Website: transport.rajasthan.gov.in/jmrc

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18. Released Spares/other items, if any, shall be property of JMRC.
19. In case some consumables or spares are required the same shall be chargeable extra to JMRC as per M/S Integrated Intelligent Solutions and Technologies Pvt. Ltd. Price List.
20. Specialised Tool and Plant will be provided by Contractor and those will not be in scope of JMRC.

4. Scope of work

1. Technical specifications of BMS Maintenance Schedule
   i. Inspection of all PLC panels installed as per listed in architecture scheme.
   ii. Operation test of the equipment/devices via SCADA.
   iii. Checking/Correcting the faults if same is created by faulty devices, Replace if required.
   iv. Operation test of the switches, routers for LAN Communication for BMS. However devices supplied by 3rd party integration (like-MFM, Chillers, Water Meter, etc) if any found in faulty condition, JMRC has to arrange all supports/devices for correct the problem.
   v. Checking/Correcting the readings & performing the functional tests for field devices.
   vi. Clean the All item related to BMS during inspection.
   vii. Corrective Maintenance of the all operation related programs/PLC/networks Switches/Cards etc.

2. The scope of work includes manual over haul of BMS OCC AND CHANDPOLE METRO STATION, as per schedule maintenance mentioned in OEM and submitting a report after every visit. His scope of work also include: general cleaning, replacement of components and consumable as per Requirement (Spare parts is in JMRC scope).

3. Your service engineer shall visit quarterly for carrying out preventive as well as corrective maintenance. In condition of Breakdown your service engineer shall attend the breakdown within 48 Hrs. after information given by JMRC representative via telephonically or mail.

4. The period of preventive maintenance shall commence from the first date of month.

5. Complete price list of spare parts required to be used for carrying out maintenance/attending failures/breakdowns is required to be attached with this bid document and same will be named as Annexure “A”. (This list is not included in NCAMC price/TENDER Cost).

6. If any spare parts required in Contract period, Bill (Cost of parts) will be paid by JMRC according to price list of Annexure “A”

7. GST shall be paid extra on prevailing rates at the time of billing.

8. No other taxes, duties, levies or transportation charges rather than packing/forwarding charges and GST shall be paid by JMRC if Spare part is required as Annexure “A”.

9. Annexure ‘A’ containing rates of Spares and Consumables may be submitted afresh along with bid documents.

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

11. After issuing LOA, you have to provide us a schedule date for entire year for preventative maintenance.
12. Root cause analysis for the major and repeated failure taking place in the system shall be done by M/s Integrated Intelligent Solutions and Technologies Pvt. Ltd. and shall submit a report giving proper analysis of the fault/defects.

13. Any modification in the BMS on the basis of above analysis shall be done with prior approval of ED (Traction and E&M)/JMRC.

BREAKDOWN MAINTENANCE

14. M/s Integrated Intelligent Solutions and Technologies Pvt. Ltd. shall depute their service engineer to attend the breakdown calls of JMRC as and when required. Your service engineer will replace the spare parts/ component, if required and it should be certified by the JMRC Personnel available at the site of the work. The release parts, being the property of the JMRC, shall be returned to JMRC.

15. BMS Corrective/preventive Maintenance Schedule (Q, H, Y and as required)

<table>
<thead>
<tr>
<th>Description of the Work</th>
<th>Quarterly</th>
<th>Half-Yearly</th>
<th>Yearly</th>
<th>As and when Required Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Maintenance Check</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Clean the all PLC/RTU</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Check all the Measurement calibration related to AI Cards</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Check the all Operations Related to DI/DO/AO</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Check the Functioning of All the Equipment’s of the TVS/ECS system which are related to BMS System through OCC/SCR</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Check/correct/installed the all program of the work system PC(Csimplicity software) of OCC/SCR</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Check/correct the soft key functioning</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Check the Ethernet cables and Ethernet switches</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Check and correct the all the interlocking of the BMS system</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Check the All VCP operations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Check the Air flow status and correct it if required</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Check the All the Mode operation of the ECS/TVS through OCC/BMS SCR</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Check the operation of the PDS/TDS/motorized valves</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Check/correct the Temperature settings of Air cooled and water cooled chillers</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Check the MOD BUS/SOFT LINK data</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Corrective Maintenance Checks

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Update the Antivirus/programs related to BMS work station.</td>
<td>✓</td>
</tr>
<tr>
<td>16. Attend the PLC/network communication related problems/faults</td>
<td>✓</td>
</tr>
<tr>
<td>17. Attend the Programming related problems/faults</td>
<td>✓</td>
</tr>
<tr>
<td>18. Attend the Operation related faults of ECS/TVS BMS.</td>
<td>✓</td>
</tr>
<tr>
<td>19. Attend the work station/VCP related faults.</td>
<td>✓</td>
</tr>
<tr>
<td>20. Attend all the Joint inspection related to BMS with other system.</td>
<td>✓</td>
</tr>
<tr>
<td>22. Attend/Replace faulty cards/switches/Smps (Cards and other consumable item will provide by JMRC)</td>
<td>✓</td>
</tr>
<tr>
<td>23. Attend the RTU related problem/Faults</td>
<td>✓</td>
</tr>
</tbody>
</table>

**Warranty:** The item is warranted against any manufacturing or workmanship defect for a period of six months from the date of commissioning or 12 months from the date of receipt whichever is earlier. Spare parts supplied for carrying out Corrective/preventive maintenance shall be having minimum warranty of 12 months.

### 5. TENDER OPENING AND EVALUATION

The bid envelopes shall be opened by the Tender Opening Committee of JMRC on _____ at ____ hrs. in the presence of bidders' representatives, who choose to attend the same.

### 6. PAYMENT

1. No payment in advance shall be considered.
2. Payment against preventive maintenance will be made on quarterly basis after satisfactory service report by the JMRC nominated staff.
3. Spares and consumables have already been included in annexure “A”. In case some consumables or spares other than listed in annexure “A” are required the same shall be chargeable extra to JMRC as per Integrated Intelligent Solutions and Technologies Pvt. Ltd. Price List.
4. If any spare parts required in Contract period, Bill (Cost of parts) will be paid by Jmrc according to price list of Annexure“A”.
5. Variation in quantities/Extension/Operation of new item in BOQ, etc shall be governed as per SOP/JMRC and RTPPR 2013.

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SCC030630 Website: transport.rajasthan.gov.in/jmrc
7. PENALTY

7.1 M/s I2ST shall depute their service engineer on due dates of preventive maintenance. If it is delayed beyond 10 days of scheduled preventive maintenance, a penalty of Rs. 500/- per day delay beyond grace period of 10 days shall be charged by JMRC. If it is delayed further a penalty@ Rs. 1000 per day shall be deducted from their bill.

7.2 Preventive Maintenance is carried out to avoid breakdown of BMIS system. The contractor shall ensure proper preventive maintenance but in case of breakdowns, JMRC shall advice M/s Integrated Intelligent Solutions and Technologies Pvt. Ltd. to depute their service engineer to reach site of JMRC within 10 days of receipt of calls but in case it is delayed, a penalty of Rs. 500/- per day beyond 10 days shall be levied by JMRC.
8. 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_________________ "Non comprehensive Annual Maintenance Contract for three years of Building Management system installed at Chanpole Metro station and OCC of JMRC“ Tender No. JMRC/G & S/EL/2018-19/NIB/030 (here in after called “the contract”) to M/s __________________________ (here in after called “the Bidder”).

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

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

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

This Guarantee is valid for a period of________Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (60) days longer than the Warranty period).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above Para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.

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

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SGC030630 Website: transport.rajasthan.gov.in/jmrc
The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

The expressions "the Employer", "the Bank" and "the Bidder" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ___________ day of _______ (Month) 2019 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 ________________
9. GRIEVANCE REDRESSAL IN TENDERING AND NON-CAMEL PROCESS

The designation and address of the First Appellate Authority is Dir (O & S), JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is CMD, 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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
   
   (i) Hear all the parties to appeal present before him; and
   
   (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ..................................................

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: .............................................................................
10. FORM OF AGREEMENT

This Agreement is made on the __________ day of __________ 2019 Between Jaipur Metro Rail Corporation Limited, Khanij Bhawan, Tilak Marg, C- Scheme Jaipur- 302005 hereinafter called "the Employer" of the one part and ______________________ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that certain Works should be executed, viz “Non comprehensive Annual Maintenance Contract for three year of Building Management system Installed at Chandpole Metro station and OCC of JMRC” of Jaipur Metro Rail corporation Limited hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein.

Now THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   (a) Letter of acceptance
   (b) General Conditions of Contract
   (c) Special Conditions of Contract
   (d) Notice Inviting Bid
   (e) Specifications & Drawings
   (f) Bill of Quantities
   (g) Form of Bid with Appendix
   (h) Addendums, if any
   (i) Other conditions agreed to and documented as listed below:
      (i) Statement of deviations (If applicable)
      (ii) Any other item as applicable

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, The Contractor hereby covenants with the Employer to execute and complete the works by **_________** and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_________** being the sum stated in the letter of acceptance subject to such additions

There to or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

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

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

For and on behalf of the Contractor For and on behalf of the Employer

Signature of the authorized official Signature of the authorized official

Name of the official Name of the official

Stamp/Seal of the Contractor Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said ___________________________ By the said ___________________________
Name ___________________________ Name ___________________________
on behalf of the Contractor in the presence of on behalf of the Employer in the presence of
Witness ___________________________ Witness ___________________________
Name ___________________________ Name ___________________________
Address ___________________________ 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.


**BILL OF QUANTITY (BOQ)**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of works/item</th>
<th>QTY (^{(A)})</th>
<th>Unit</th>
<th>Rate/unit Excluded GST (B)</th>
<th>Total Excluded GST (C=AXB)</th>
<th>GST AMOUNT @ (% ) (D)</th>
<th>Gross amount (in figures) (E=C+D)</th>
<th>Gross amount (in Words) (E=C+D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Non-CAMC for BMS system at Chandpole Metro Station and OCC (1(^{st}) year)</td>
<td>01</td>
<td>Nos</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
<tr>
<td>1</td>
<td>Non-CAMC for BMS system at Chandpole Metro Station and OCC (2(^{nd}) year)</td>
<td>01</td>
<td>Nos</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
<tr>
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<td>Non-CAMC for BMS system at Chandpole Metro Station and OCC (3(^{rd}) year)</td>
<td>01</td>
<td>Nos</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

2. List of prices for spares (Schedule “A”) are to be attached with the bid document which shall be integral (separate part from BOQ) part of Bid document.

3. The rates quoted shall be FOR Chandpole Metro Station, Jaipur, inclusive of all taxes (excluding GST), no other charges shall be paid by JMRC. GST shall be paid at the rate prevailing at the time of billing.

Bidder GST No. ..............................................................

Signature of firm representative
(With seal of firm)
### 12. Spare Parts list

**Annexure—“A”**

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Spare Part Description</th>
<th>UNIT</th>
<th>QTY.</th>
<th>Price</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Duct type temperature sensor</td>
<td>Set</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Duct type RH sensor</td>
<td>Set</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Current Transducer</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Voltage Transducer</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>DP switch air</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Ambient Temperature and RH sensor</td>
<td>Set</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>DB Switch for water</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>CPU (For ECS PLC)</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>I/O Module AI (For ECS PLC)</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>I/O Module DI (For ECS PLC)</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>I/O Module DO (For ECS PLC)</td>
<td>NOS</td>
<td>1</td>
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<tr>
<td>12</td>
<td>I/O Module AO (For ECS PLC)</td>
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<td>1</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>CPU (For TVS PLC)</td>
<td>NOS</td>
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<td></td>
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<td>14</td>
<td>I/O Module AI (For TVS PLC)</td>
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<td></td>
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<tr>
<td>15</td>
<td>I/O Module DI (For TVS PLC)</td>
<td>NOS</td>
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<tr>
<td>16</td>
<td>I/O Module DO (For TVS PLC)</td>
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<td>17</td>
<td>Temperature Sensor/Station</td>
<td>NOS</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Pressure differential Switch / Station</td>
<td>NOS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:-**

1. Annexure—“A” list price is excluded GST.
2. Spares and consumables have already been included in annexure “A”. In case some consumables or spares other than listed in annexure “A” are required the same shall be chargeable extra to JMRC as per Integrated Intelligent Solutions and Technologies Pvt. Ltd. Price List.
3. Price of the items quoted in Annexure—“A” will be remain same throughout the AMC Period.
4. The item is warranted against any manufacturing or workmanship defect for a period of six months from the date of commissioning or 12 months from the date of receipt whichever is earlier. Spare parts supplied for carrying out Corrective/preventive maintenance shall be having minimum warranty of 12 months.

Registered Office: Khajji Bihawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SCC030630
Website: transport.rajasthan.gov.in/jmrc

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