F.No: 2(64)/JMRC/O&S/TEM/2018/Repairing of Water Purifier/6555  
Dated:  21/02/2019

To,

EUREKA FORBES LTD.
Guman Tower -2,
2nd Floor, Opposite Tagore Public School,
Vaishali Nagar,
Jaipur, Rajasthan,
India. Pin code: 302021

Kind Attention to: Mukhtar Ahmad
Service Supervisor
Ph: +91-7742077250, +91-9351807475
Email id- mukhtar.ahmad@eurekaforses.com

Subject: “Repairing and 3 years CAMC of Water Purifier installed at Nine Metro Stations of JMRC Phase 1A”

NIB No. - JMRC/O&S/EL/2018-19/NIB/048

Sealed bid is invited “Repairing and 3 years CAMC of Water Purifier installed at Nine Metro Stations of JMRC Phase 1A.” 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, Bhrigu path, Mansarover, Jaipur-302020 by 01/03/2019 at 12:00 Hours positively. Offers received after due date and time will not be entertained. Bid will be opened on 01/03/2019 at 12:30 hrs.

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

Encl:- Bid document

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005  
CIN: U60221RJ2010SGC030630  
Website: transport.rajasthan.gov.in/jmrc
1. NOTICE INVITING BID (NIB)

F.No :-2(64)/JMRC/O&S/TEM/2018/Repairing of Water Purifier  
Dated :- 21/02/2019

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

<table>
<thead>
<tr>
<th>KEY DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Work</td>
</tr>
<tr>
<td>NIB/Bid No</td>
</tr>
<tr>
<td>Approximate Estimated Cost of Goods (including GST)</td>
</tr>
<tr>
<td>Bid Security Amount</td>
</tr>
<tr>
<td>Cost of Bid Form</td>
</tr>
<tr>
<td>Tender Download Start Date / Time</td>
</tr>
<tr>
<td>Tender Submission start date/ Time</td>
</tr>
<tr>
<td>Last Date &amp; Time for Submission of Bid</td>
</tr>
<tr>
<td>Time &amp; Date of opening of Bid</td>
</tr>
<tr>
<td>Venue of Physical Submission and Opening of Bid</td>
</tr>
</tbody>
</table>
| Websites for downloading Bid Document and subsequent clarification/ modification, if any | http://transport.rajasthan.gov.in/jmrc  
www.sppp.rajasthan.gov.in |
| Time period of Commencement of Work | 07 days after issue of LOA |
| Contract Period | 3 years from the date of commencement of Contract. |
| Performance Security | 10% of the total contract price as per SCC |

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 or www.sppp.rajasthan.gov.in. In case the bid document is downloaded from website.

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**

2.1 **OBJECTIVE OF THE BID**
Through this Bid, JMRC seeks bid “Repairing and 3 years CAMC of Water Purifier installed at Nine Metro Stations of JMRC Phase 1A.” from OEM i.e. M/S EUREKA FORBES LTD.

2.2 **INTRODUCTION**
Sealed bids are invited for the Bid No. JMRC/O&S/EL/2018-19/NIB/048 towards “Repairing and 3 years CAMC of Water Purifier installed at Nine Metro Stations of JMRC Phase 1A.” 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. Technical Specifications and 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 CAMC period
10. FORM OF AGREEMENT
11. Financial Bid - Bill of Quantities

Note: -

(A) Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. All the information, intimation and updates regarding this 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 Bids 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.

2.3 **SUBMISSION OF BID**
The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as “CONFIDENTIAL” and single source bid for “Repairing and 3 years CAMC of Water Purifier installed at Nine Metro Stations of JMRC Phase 1A.”

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: U60221RU2010SGC030630
Website: transport.rajasthan.gov.in/jmrc

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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. Offer from the firm who does not have a valid GST No. will not be entertained.

2. The Bidder shall submit his bid in a sealed envelope containing all necessary documents including Bid document signed with seal on each page, PAN and GST certificate, Authorized dealership/Sale and Service/Repair/CAMC provider Certificate of M/S Eureka Forbes Ltd.

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

4. Performance Security- The amount of performance security shall be 10% percent of the contract amount mentioned in LOA (Letter of Acceptance) in the form of Demand draft/Banker's Cheque OR Bank Guarantee from a scheduled bank in favour of Jaipur Metro Rail Corporation Ltd within 07 days from the date of issue of LOA (Rule 75 of RTPPR -2013).

5. Performance security (Bank Guarantee) shall remain valid for a period of SIX months beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. (Rule 75 of RTPPR -2013)

6. Bid name and bid UBN no should be mentioned on the sealed offer.

7. Consignee: J.E./E&M/JMRC as assigned by higher authority.

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

9. The rates quoted shall be FOR JMRC, inclusive of all expenses, transportation charges for servicing at all nine Metro Stations, labour charges i.e. all taxes (excluding GST); GST will be paid at the rate prevailing at the time of billing.

10. 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.

11. 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.

12. The repairing work of water purifiers should be started within 07 days after issue of LOA. You should return a copy signed by Authorized signatory on each page endorsing “unconditional acceptance” thereof so as to reach under signed within 07 days of receipt of LOA issued.

13. Inspection Authority: BY nominated JMRC staff.

14. After completion of contract obligations and CAMC period, system should be handed over to JMRC in operating and healthy conditions.

4. Technical Specifications and Scope Of work

4.1 Technical Specifications

4.1.1 The water purifier installed at All nine stations are of Make AG 200 LPH Aquaguard.
The specifications of spare parts installed in AG 200 LPH Aquaguard Water Purifier is mentioned in Table 4.1 below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item Description with specifications</th>
<th>Work Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10&quot; Candle Filter</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
</tr>
<tr>
<td>2</td>
<td>10&quot; Carbon filter</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
</tr>
<tr>
<td>3</td>
<td>Filter Outlet Connector</td>
<td>MSOR, SMNR, CLJP and CDPE Metro stations</td>
</tr>
<tr>
<td>4</td>
<td>Auto cut Sensor</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
</tr>
<tr>
<td>5</td>
<td>Lamp 16W</td>
<td>RMNR, CLJP and CDPE Metro stations</td>
</tr>
<tr>
<td>6</td>
<td>PCB Assembly AG 200</td>
<td>SMNR and SICP Metro stations</td>
</tr>
<tr>
<td>7</td>
<td>Photo Resistor</td>
<td>MSOR Metro stations</td>
</tr>
<tr>
<td>8</td>
<td>Pressure Release Valve 15MM SS 304</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
</tr>
<tr>
<td>9</td>
<td>Pressure Gauge, 0-7 Kg/cm², Brass</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
</tr>
<tr>
<td>10</td>
<td>10&quot; long PF Sleek Filter</td>
<td>---</td>
</tr>
</tbody>
</table>

**TABLE 4.1: Spare Parts of Water Purifier**

4.1.2 List of Consumable Spare Parts (to be replaced compulsory in one year during CAMC):

One set of Consumable Spare Parts per water Purifier per year is to be replaced compulsory under CAMC whenever required. For list of Consumable Spare Part see below Table 4.2

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10&quot; long PF Sleek Filter</td>
</tr>
<tr>
<td>2</td>
<td>10&quot; long Carbon Filter</td>
</tr>
</tbody>
</table>

**TABLE 4.2: Consumable Spares**

4.2 Scope of Work

4.2.1 The scope of the work is divided into two parts i.e. Part A and Part B.

4.2.2 Part A: Repairing of Water Purifier

It includes repairing of Water Purifiers. It consists of supply and replacement of faulty spare parts of all Water Purifiers installed at all nine metro stations of JMRC.

After completion of work of Part A of BOQ, all the water purifiers should be in operating and healthy condition.

The release/dismantle parts, being the property of the JMRC, shall be returned to JMRC.

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SGC030630 Website: transport.rajasthan.gov.in/jmrc
4.2.3 Part B: CAMC of 9 nos. Water Purifier for Three Years

It includes Comprehensive Annual Maintenance of Water purifier for 3 years. The contract period of CAMC is for 3 years.
The period of CAMC shall be commenced after issue of NTP (Notice to Proceed).
It covers the following points:
4.2.3.1 The scope of work includes maintenance of water purifiers as per OEM Manual.
4.2.3.2 **PREVENTIVE MAINTENANCE**: Your service engineer shall visit **Half Yearly** for carrying out preventive maintenance and submit their report verified by nominated JMRC staff.

4.2.3.3 **BREAKDOWN MAINTENANCE**
M/S EUREKA FORBES LTD. is advised to authorize their service engineer to attend the breakdown calls of JMRC as and when required. Your service engineer will replace the spare parts/ faulty component, if required and it should be certified by the JMRC Personnel available at the site of the work. In condition of Breakdown your service engineer shall attend the breakdown within 48 Hrs. after information given by JMRC representative via telephonically or mail.

4.3 **Scope of spare Parts**:

<table>
<thead>
<tr>
<th>Part A: Repairing of Water Purifier:</th>
<th>The spares parts will be supplied and replaced by M/S EUREKA FORBES LTD. as per specification and Quantity referred in BOQ. (For List of Consumables Spare Part refer TABLE 4.1: Spare Parts of Water Purifier, in Technical Specifications of Bid document.)</th>
</tr>
</thead>
</table>
| Part B: CAMC of 9 nos. Water Purifier for Three Years | 1. Supply and replacement of all electrical and Electronic spares will be covered under CAMC by firm M/S EUREKA FORBES LTD.
JMRC will not pay any amount on account of Electrical and Electronic component/spare.
2. One set of Consumable Spare Parts per year per water purifier will be compulsory replaced by bidder (M/S EUREKA FORBES LTD.).
3. If required, for next time during one year, the Consumable spares i.e. 10” Long PF Sleek Filter and 10” Long carbon Filter will be paid by JMRC. Rates for these Consumables spares can be quoted in Part B: Spare Part Description (B2) by bidder. The release/dismantle parts, being the property of the JMRC, shall be returned to JMRC.
(For List of Consumables Spare Part refer TABLE 4.2: Consumable spares, in clause 4. Technical Specifications of Bid document.)
4. This CAMC contract is for 3 years. |
5. TENDER OPENING AND EVALUATION

The bid envelopes shall be opened by the Tender Opening Committee of JMRC on 01/02/2019 at 12:30 hrs. In the presence of bidders' representatives, who wish to attend the meeting.

6. PAYMENT

1. No payment in advance shall be considered.
2. All required Spares in work Part A: Repairing of Water Purifier, have already been included in Part A of BOQ. (rates to be quoted by bidder). The payment for work Part A: Repairing of Water Purifier will be done after satisfactory completion of work in one single bill.
3. Payment against Preventive Maintenance will be made on half yearly basis after satisfactory service report by the nominated JMRC staff.
4. For requirement of spares in Part B: CAMC of Water Purifier - In case, consumables spares are required in future, the same shall be chargeable extra to JMRC as per M/S EUREKA FORBES LTD. price quoted in Part B of BOQ. (refer 4.3 of Bid Document)
   (a) One set of Consumable Spare Parts per year per water purifier will be compulsory replaced by bidder (M/S EUREKA FORBES LTD.) in CAMC period and JMRC will not pay for it.
   (b) If required, for next time during one year, the Consumable spares i.e. 10” Long PF Sleek Filter and 10” Long carbon Filter will be paid by JMRC. Rates for these Consumables spares can be quoted in Part B: Spare Part Description (B2) by bidder of BOQ.
   (c) JMRC will not pay any amount on account of Electrical and Electronic component/spare in CAMC period. (Bidders scope)
5. Variation in quantities/Extension /Operation of new item in BOQ etc shall be governed as per SOP/JMRC and RTPPR 2013.
6. The currency or currencies in which payments shall be made to the supplier/ Bidder under this Contract shall be Indian Rupees (INR) only. Bidder must enclosed a copy of cancelled check and bank detail in the following format:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Bank details</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bank name</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bank address</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bank account no</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Type of account</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>IFSC no</td>
<td></td>
</tr>
</tbody>
</table>
7. PENALTY

a) PREVENTIVE MAINTENANCE DELAY:
   The Contractor shall arrange to carry out quarterly preventive maintenance and submit the report thereof. The preventive maintenance of each of the Water Purifier will be carried out as per schedule and in no case it shall be delayed by 10 days per water purifier for any of the individual Water Purifier. In case preventive maintenance of any of the Water Purifier is delayed beyond 10 days, it will be considered as unsatisfactory performance on part of contractor.

b) IN CASE OF BREAKDOWN:
   I. In case of any failure, the same shall immediately be communicated through telephonically/e-mail to authorized representative of contractor and he shall attend the breakdown within 48 hours.

   II. In case, any particular Water Purifier which is out of order, is unattended for more than 48 hours even after communication through telephonically/e-mail to authorized representative of contractor then a penalty of Rs. 100/- per water purifier will be imposed and deducted from the bill.

   III. In case, any particular Water Purifier which is out of order, if the failure is not fully rectified within 03 days even after communication through telephonically/e-mail to authorized representative of contractor then a penalty of Rs. 100/- per water purifier per day will be imposed and deducted from the bill.

   IV. Repeated cases of not attending the failure within 48 Hrs. will be considered as unsatisfactory performance on part of contractor.
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 ______________ Repairing and 3 years CAMC of Water Purifier installed at Nine Metro Stations of JMRC Phase 1A Tender No. JMRC/O&S/EL/2018-19/NIB/048 (here in after called "the contract") to M/s ___________ (Name of the Bidder) (here in after called "the Bidder")

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

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

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

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

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

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

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CIN: U60221RJ2010SGC030630
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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 ..............................


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9. GRIEVANCE REDRESSAL DURING TENDERING

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

The designation and address of the Second Appellate Authority is MD, JAIPUR METRO RAIL CORPORATION, JAIPUR.

(1) Filing an appeal
If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

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

(4) Appeal not to be in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

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

(5) Form of Appeal
(a) An appeal under para (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.
10. Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ...........of ............... (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

Registered Office: Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur-302005
CIN: U60221RJ2010SCC030630 Website: transport.rajasthan.gov.in/jmrc
11. 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 “Repairing and 3 years CAMC of Water Purifier installed at Nine Metro Stations of JMRC Phase 1A” 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

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said ____________________________  
Name ____________________________
on behalf of the Contractor in the presence of  
Witness ____________________________
Name ____________________________
Address ____________________________

By the said ____________________________  
Name ____________________________
on behalf of the Employer in the presence of  
Witness ____________________________
Name ____________________________
Address ____________________________

Note:

* To be made out by the Employer at the time of finalization of the Form of Agreement.

** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
# 12. FINANCIAL BID - BILL OF QUANTITIES

## BILL OF QUANTITY (BOQ)

### Part A # Repairing of Water Purifier

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Item</th>
<th>Work Location</th>
<th>Unit</th>
<th>Quantity</th>
<th>GST%</th>
<th>Unit Rate including GST in Rs.</th>
<th>Total Amount including GST in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Replacement of 10&quot; Candle Filter</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
<td>Nos.</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Replacement of 10&quot; Carbon Filter</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
<td>Nos.</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Replacement of 10&quot; Outlet Filter</td>
<td>MSOR, SMNR, CLJP and CDPE Metro stations</td>
<td>Nos.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Replacement of Filter Outlet Connector</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
<td>Nos.</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Replacement of Auto cut Sensor</td>
<td>RMNR, CLJP and CDPE Metro stations</td>
<td>Nos.</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Replacement of 16Watt Lamp</td>
<td>SMNR and SICP Metro stations</td>
<td>Nos.</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Replacement of PCB assembly AG 200</td>
<td>MSOR Metro stations</td>
<td>Nos.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Replacement of Pressure Release Valve 15MM SS 304 (IN PR 18kg)</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
<td>Nos.</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Replacement of Pressure Gauge, 0-7Kg/cm², Brass</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
<td>Nos.</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost for Part A in Rs.**

### Part B # CAMC of 9 nos. Water Purifiers for Three Years (B1)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Item</th>
<th>Work Location</th>
<th>Unit</th>
<th>Quantity</th>
<th>GST%</th>
<th>Unit Rate including GST in Rs.</th>
<th>Total Amount including GST in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CAMC of Aquaguard 200 Purifier for three years</td>
<td>MSOR to CDPE, all 9 nos. Metro stations</td>
<td>Nos.</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost for Part B1 in Rs.**

### Spare Part Description (if Required) (B2)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>10&quot; long PF Sleek Filter</td>
<td>as per requirement</td>
<td>Nos.</td>
</tr>
<tr>
<td>3</td>
<td>10&quot; long Carbon Filter</td>
<td>as per requirement</td>
<td>Nos.</td>
</tr>
</tbody>
</table>

**Total Cost for Part B2 in Rs.**

**Total Estimated Cost in Rs. (in words):**
Note-
1. The rates quoted shall be FOR JMRC, inclusive of all expenses, transportation charges for servicing at all nine Metro Stations, labour charges i.e. all taxes (excluding GST); GST will be paid at the rate prevailing at the time of billing.
2. Before quoting the rate, contractor may visit the site to judge the site requirements.
3. All Electronics and Electrical Parts are covered under CAMC.

Signature of firm representative
(With seal of firm)

GST No. -  ___________