

JAIPUR METRO RAIL CORPORATION LTD.



JAIPUR METRO

**RFP FOR ANNUAL RATE CONTRACT FOR SUPPLY OF
PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC,
JAIPUR**

BID APPLICATION FORM

Jaipur Metro Rail Corporation Ltd.

Directorate of Operations & Systems

Admin Building, Mansarovar Metro Train Depot,

Mansarovar, Jaipur – 302020

Website: www.jaipurmetrorail.in

Email: gm.rs.jmrc@gmail.com

CIN: U60221RJ2010SGC030630

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Work and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

(All Annexure and enclosed documents should be signed on all pages.)

Envelope A. LIST OF DOCUMENTS TO BE ENCLOSED AS TECHNICAL BID

| Proposal will contain the following documents : | | Whether enclosed |
|--|--|-------------------------|
| 1. | All pages of RFP Document with corrigendum & addendum if any, duly signed on each page by the Authorised Signatory of the Bidder's Organisation | Yes/No |
| 2. | Declaration of acceptance of Terms & Conditions of the GCC & Request for Proposal (RFP), duly filled & signed in the format at Annexure-I. | Yes/No |
| 3. | Bidder's Profile, duly filled & signed (Annexure – II) | Yes/No |
| 4. | Format of Contract Agreement, duly signed on each page (Annexure III) | Yes/No |
| 5. | Power of attorney for signing of application, duly signed and notarised, if applicable in the format at (Annexure IV) | Yes/No |
| 6. | EMD/Bid Security in prescribed form (If BG, then in format at Annexure V) | Yes/No |
| 7. | Eligibility Documents as per Clause 1.3 | |
| 7.1 | Copy of Income Tax Registration (PAN) | Yes/No |
| 7.2 | Copy of Service Tax Registration | Yes/No |
| 7.3 | Copy of TIN /VAT/ CST Registration number | Yes/No |
| 7.4 | Self-declared certificate regarding not to be black listed, on bidder firm's letter head | Yes/No |
| 7.5 | Rent Agreement/ Telephone / Electricity/ Water connection bill etc. copy in the name of Bidder Firm (one year old) | Yes/No |
| 7.6 | Certificates of satisfactory completion of supplies of similar nature of work as per clause 1.3 iv | Yes/No |
| 7.7 | Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant/ Income Tax Returns (ITR), indicating the required turnover during last three years. | Yes/No |
| 8. | Proof of payment of Bid Document Cost, if prescribed form | Yes/No |
| 9. | Format of Bank Guarantee for performance Security Deposit at Annexure VI | Yes/ No |

Envelope B. LIST OF DOCUMENTS TO BE ENCLOSED AS FINANCIAL BID

| Proposal will contain the following documents : | Whether enclosed |
|--|------------------|
| Annexure – VII: Financial Bid duly filled and signed | Yes/No |

Important: Please note that the rate quoted in percentage below/at par/above the base rate should be mentioned in the Financial Bid only and not on any other page of the RFP Document.

1. NOTICE INVITING BIDS

1.1 INTRODUCTION

- i. Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking and incorporated under the Companies Act, 1956, having its registered office at Khanij Bhawan, Behind Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005 with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- ii. JMRC invites sealed Bids from reputed, well established and financially sound Agencies/ firms as per eligibility criteria mentioned in clause 1.3. The rate contract would be on the percentage variation rate basis for a period of 1 year (extendable as per RTPPR and clause 4.2 of bid document), in accordance with details mentioned in the Schedule of Requirement, as part of this RFP.

1.2 SCHEDULE TO THE INVITATION OF RFP:

| S. No. | Item | Particulars |
|--------|---|--|
| i. | RFP No & date of Issue | RFP No: JMRC/O&S/RS/2016-17/NIB/005 Dated: 24/05/2016 |
| ii. | Websites for downloading Tender Document and subsequent clarification/ modification, if any | www.jaipurmetrorail.in www.sppp.rajasthan.gov.in |
| iii. | Estimated Cost | Rs.10.48 Lac |
| iv. | Cost of Bid Document (Non - Refundable) | Rs. 500/- (Rs. 250/- For the micro, small and medium enterprises of state Rajasthan) |
| v. | Bid Security/ Earnest Money Deposit (EMD) | Rs. 21000/- |
| vi. | Tender Document Availability Period | From 1700 hrs on 25/05/2016 or before |
| vii. | Pre-bid Conference Time, Date and Venue | 11.30 hrs. on 30.05.2016 at JMRC Conference Hall, Workshop (Rolling Stock), Mansarovar Metro Train Depot, Mansarovar, Jaipur – 302020 |
| viii. | Last date and time for Submission of Queries | On 30.05.2016 at 17.00 hrs |
| ix. | Last Date for response to Queries | 17.00 hrs 02.06.2016 or earlier |
| x. | Last date and time of Bid submission with pre-bid minutes and corrigendum, if any | On 16. 06.2016 at 15:00 hrs. |

| | | |
|-------|--|--|
| xi. | Date, Time and Venue for opening of Technical Bid | 15.30 Hrs. on 16. 06.2016 (Office of Manager –DCOS, Room no. S09, DCOS building, Mansarovar Metro Train Depot, Mansarovar, Jaipur 302020 Contact No.:- 7728895810, 7728895716) |
| xii. | Date, Time and Venue for opening of Financial Bid of Technically qualified bidders | Date , time and Venue of Financial Bid opening will be intimated to the Technically qualified bidders through letter/e-mail/phone |
| xiii. | Bid Validity | 120 days from the last date of bid submission. |

1.3 ELIGIBILITY CRITERIA OF BIDDERS:

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|--|--|
| i. | The bidder firm should be in existence at least for last three years excluding the current financial year i.e. should be registered on or before 31.03.2012 & should be engaged in business of printing & related supplies. | <ul style="list-style-type: none"> a. Registration certification of the firm / Partnership deed / Certificate of incorporation etc. as applicable b. Articles of Association & Memorandum of Association (if applicable) c. Income Tax Registration (PAN) d. Service Tax Registration number(if applicable) e. TIN/VAT/ CST Registration number |
| ii. | Bidder should neither be a black listed firm nor should its contracts been terminated /foreclosed by any company / department during the last 3 financial years due to non-fulfilment of Contractual obligations. | A self-declared certificate to this effect on bidder firm’s letter head & signed by authorised signatory of the firm. |
| iii. | Either the Registered Office or the functional Branch Office of the bidder should be located in Jaipur for last one year. | A copy of the Rent Agreement/ Telephone / Electricity/ Water connection bill in the name of Bidder Firm which is older than one year.A copy of the same for current month should also be enclosed. |
| iv. | <p>The bidder must have executed works of similar nature during last three years in which the tenders are invited should be either of the following:</p> <ul style="list-style-type: none"> a. Three satisfactorily completed printing works each costing not less than the amount equal to 40% of Estimated Cost. <li style="text-align: center;">or b. Two satisfactorily completed printing works each costing not less than the | <ul style="list-style-type: none"> a. List of Important assignments completed. b. Self-Attested copies of orders received and executed with copies of order during the last three years. c. Certificates of satisfactory completion of these supplies mentioning the contract value/ amount paid, year of supply, issued by the authorised signatory of the client. |

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|--|---|
| | amount equal to 50% of Estimated Cost. or c. One satisfactorily completed printing work costing not less than the amount equal to 80% of Estimated Cost. | |
| v. | Minimum Average Annual Turnover of the Tenderer during last three financial years should not be less than 40% of the estimated cost | a. Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant OR b. Income Tax Returns (ITR), indicating the required turnover |

Note:

- i Bid Application Form and subsequent clarifications on terms & conditions, if any, can be downloaded from JMRC website www.jaipurmetrorail.in or state public procurement portal www.sppp.rajasthan.gov.in . Keep visiting these websites for any subsequent clarifications & modifications, as the same will be issued only through these websites.
- ii If due to any exigency, the date for opening of bids is declared as holiday, the tender opening will be held on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- iii JMRC does not have any agent / sub-agent for marketing. All prospective bidders are advised to be beware of frauds.

General Manager (Rolling Stock)
Jaipur Metro Rail Corporation, Jaipur.

2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein:

"Addendum" means any written amendment to this RFP, from time to time issued by JMRC to the Interested Parties;

"Agency / contractor / Selected Bidder" means the successful bidder engaged for conducting the Work as per the Schedule of Requirement defined in this document pursuant to the RFP Process.

"Agreement" or "Contract Agreement" means The Contract Agreement to be executed between JMRC and Selected Bidder, subsequent to the Letter of Award as per the format at Annexure- III;

"Applicant(s)/Bidder(s)" means interested Bidder(s) (or its Affiliate) submitting a Proposal pursuant to this RFP within the time prescribed for the purpose;

"Authority" means Jaipur Metro Rail Corporation;

"Authorised Signatory" of the Bidder shall mean the person with Bidder Authorisation.

"Bid" shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document.

"Bid Document" shall mean this bid document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.

"B&W" means black and white document.

"Corporation" means Jaipur Metro Rail Corporation;

"Jaipur Metro" means Jaipur Metro Rail Corporation;

"JMRC/JMRCL" means Jaipur Metro Rail Corporation;

"Letter of Award (LOA)" means the Letter from Corporation to selected Agency conveying selection and outlining the terms and rates of Assignment.

"RTPPR" means the Rajasthan Transparency in Public Procurement Rules, 2013 with amendment.

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

- i. JMRC's General Conditions of Contract (GCC) are part of this RFP Process and applicable to the Contract executed in pursuance of this RFP. Bidders are advised to carefully read the GCC uploaded on the JMRC website www.jaipurmetro.in.
- ii. By submitting the Proposal, the Applicant agrees to all the terms & conditions mentioned in the RFP and GCC.
- iii. The RFP and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- iv. The Bid shall be filled in blue/black ball pen only.
- v. Bidder shall not submit more than one Bid.
- vi. Bids should be forwarded by Bidders under their original letter head, furnishing details like complete postal & e-mail address and contact details of their office.
- vii. If any change/addition/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the Contract, full Earnest Money Deposit/Bid Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder.
- viii. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- ix. The rates must be offered in percentage less/ equal/higher than the total base rate of Rs. 10.48 Lac.
- x. Bids submitted after the last time and date for depositing Bid, shall not be considered.
- xi. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- xii. The proposal shall not contain any conditional discount offer. Bids containing such offers will be summarily rejected. Additional condition(s) from the bidder shall not be accepted.
- xiii. Any Bid not accompanied by valid Earnest Money Deposit and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xiv. The entire Earnest Money/Bid Security Deposit is liable to be forfeited:

- a. If the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof;
- b. If the Selected Bidder does not accept the offer within the prescribed time;
- c. If any of the information submitted by a Bidder is found by JMRC to be materially untrue.
- d. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4.10 of this Bid Document;
- e. In case of the Selected Bidder, if it fails within the specified time limit:
 - i. to sign the Contract Agreement; or
 - ii. to furnish the Security Deposit within the period prescribed herein; or
 - iii. to submit the Statutory Deposit prescribed herein.

The decision of JMRC in this respect shall be final and binding.

- xv. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of addenda/corrigenda.
- xvi. In order to afford the Bidders reasonable time for taking an addendum/corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the Last time and date of Bid submission. It is the Bidder's responsibility to submit the completed Bid Document taking into account all addendum / corrigendum issued.
- xvii. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has :-
 - a. Submitted the Bid after the prescribed date and time of submission of bids.
 - b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - c. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - d. Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD)/Bid Security or is non-responsive.
 - e. Failed to provide clarifications/supplemental information related thereto, when sought.
 - f. Submitted more than one bid.
- xviii. JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Bidder.
- xix. It shall be deemed that by submitting the bid, the bidder agrees and releases the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and: or claims it may have in this respect, whether actual or contingent, whether present or future.
- xx. The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.

3.2 PRE-BID CONFERENCE

- i. For the purpose of affording bidders an opportunity to obtain clarifications and/or give suggestions with regard to this RFP and bid process, a pre-bid conference shall be held as per the schedule indicated in the Clause "Notice Inviting Bids."
- ii. Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Proposal.
- iii. JMRC may issue clarification/amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.
- iv. JMRC may or may not reply to queries at its discretion.
- v. Queries / request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- vi. Responses/ clarifications/ Addendum/ Corrigendum shall only be issued through uploading on JMRC's website www.jaipurmetrorail.in and state public procurement

website www.sppp.rajasthan.gov.in. Prospective bidders are advised to keep visiting this website for updates.

- vii. Requests for clarifications shall be furnished in the following format:

| S. No. | RFP Clause Reference | RFP Annexure Reference | Query/ Clarification sought |
|--------|----------------------|------------------------|-----------------------------|
| | | | |
| | | | |
| | | | |

- viii. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.3 CORRESPONDENCE

For any clarification regarding the Proposal, the following officer of JMRC may be contacted:

General Manager (Rolling Stock)
Jaipur Metro Rail Corporation Ltd.
Room no. 208, 2nd Floor, Admin Building,
Mansarovar Metro Train Depot,
Mansarovar, Jaipur – 302020
Email: gm.rs.jmrc@gmail.com

3.4 COST OF TENDER / BID DOCUMENT

- i. The tender should be submitted in the prescribed tender form, which may be purchased for Rs. 500/- (Rs. 250/- For the micro, small and medium enterprises of state Rajasthan) in form of DD/Banker Cheque of scheduled commercial bank (except regional rural banks and local area banks) drawn in favour of **Jaipur Metro Rail Corporation Ltd.**, payable at Jaipur. The cost of the Bid document is non-refundable.
- ii. Tender document may also be downloaded from JMRC's website: www.jaipurmetrorail.in or www.sppp.rajasthan.gov.in. The printout of the downloaded tender document from the website shall be taken on A-4 size paper and the details are to be entered as per the requirement of the tender. The cost of the tender document downloaded from the website is required to be deposited by a separate DD/ Banker Cheque of Rs. 500/- (Rs. 250/- For the micro, small and medium enterprises of state Rajasthan) or One Draft/Bankers Cheque can be given combining the EMD/Bid Security and Cost of Bid document at the time of submission of tender failing which tender will be rejected.

3.5 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- i. Earnest Money/Bid Security in the form of Demand Draft/Bankers Cheque of Rs.21000/- drawn on any scheduled commercial bank (except regional rural banks and local area banks) in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid or as per RTPPR. The EMD/Bid Security can also be deposited in the form of bank guarantee (valid up to 150 days from last the date of bid submission) in the format enclosed at Annexure-V from a scheduled commercial bank.
- ii. Bid Security for micro, small and medium enterprises shall be @0.5 % (half percent) of the value of the quantity offered to be supplied by them (as per RTPPR).
- iii. The EMD/ Bid Security of unsuccessful Bidders will be discharged/ returned within 30 days after signing of the Contract Agreement with the successful Bidder or after the expiry of the validity of the offer (unless extended), whichever is earlier. No interest shall be paid on the EMD/ Bid Security.
- iv. The EMD/ Bid Security of successful Bidder shall be adjusted against Security Deposit or discharged/ returned after deposition of the Security Deposit, as the case may be.
- v. If the successful Bidder(s) fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money/Bid Security, in part or in full, at the discretion of JMRC.

3.6 SUBMISSION OF PROPOSAL

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 "**RFP FOR ANNUAL RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC, JAIPUR**", addressed to:

General Manager (Rolling Director),
Jaipur Metro Rail Corporation Ltd.
Room no. 208, 2nd Floor, Admin Building,
Mansarovar Metro Train Depot,
Mansarovar, Jaipur – 302020

And must be dropped in the Bid Box labelled for the purpose and kept in the Office of Manager –DCOS, Room no. S09, DCOS building, Mansarovar Metro Train Depot, Mansarovar, Jaipur 302020. (Cont. No.:- 7728895810, 7728895716) .

RFP No. and Date of opening of Technical Bid must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone numbers and e-mail of the Contact Person of the bidder.

Bids received after last time and date will not be considered. Bids sent by FAX or e-mail will not be considered. Bids sent by post will be considered.

This sealed envelope should consist of **two separately sealed envelopes** containing the **Technical Bid** (Envelope A) marked clearly as “**Part: A- Technical Bid for “Annual rate contract for supply of printing manuals & publicity materials for jmrc, jaipur”** and **Financial Bid** (Envelope B) marked clearly as “**Part: B- Financial Bid for annual rate contract for supply of printing manuals & publicity materials for jmrc, jaipur”**. Name of the firm should also be written on both the envelopes.

a) Submission of Part-A : Technical Bid (Envelope A)

This Part should contain the Technical Bid consisting of **a copy of this ‘Request for Proposal’** with each page duly filled in and signed by the Bidder in acceptance of the terms and conditions therein, along with **all due annexures** as detailed below, all required **documents in support of eligibility, Bid Security and cost of tender document**, if downloaded or **receipt of payment of tender document cost**, if purchased.

The technical details should include all the documents as prescribed in **Envelope A** of check list.

b) Submission of Part-B : Financial Bid (Envelope B)

This Part should contain the Financial Bid in the prescribed Format as per Annexure-VII.

3.7 EVALUATION OF BIDS

- i. The bids will be opened at the time; date and place as per schedule specified in the Notice Inviting Bids (Clause1) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- iv. Financial Bids will remain unopened and will be held in the custody of the Bidding Authority until the time of opening of the Financial Bids. The time and date of opening of Financial Bid shall be communicated to technically qualified bidders through letter/email/phone in case the Financial Bids are not opened on the same day as the

Technical Bids. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.

- v. The Financial Bids of only those Bidders who clear the Technical evaluation stage will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign a register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- vi. The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful Bidder. The Lowest Bid will be decided upon the lowest total price quoted by the Bidder in the Financial Bid Format given at Annexure VII.
- vii. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- viii. If the bid of the successful bidder is substantially below the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract. JMRC at its discretion may also reject such bids which are substantially low.
- ix. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
 - accept any tender not necessarily lowest on reasonable ground and justification
 - reject any tender which doesn't fulfil requisite conditions as defined in the RFP.
 - reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of award without incurring any liability.

3.8 AWARD OF CONTRACT & PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Award (LOA) sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the 'LOA', the Successful Bidder shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 5% (1% for MSME enterprises as per RTPPR) of contract Agreement Amount, in the form of

Demand draft/FDR or Bank Guarantee from any scheduled bank (Annexure-VI) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of acceptance of LOA or as per RTPPR. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of Agency.

- iv. If the Bidder fails to deposit the required Performance Security Deposit or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money/Bid Security, in part, or in full at the discretion of the Chairman and Managing Director, JMRC. This failure shall also result in cancellation of tender.
- v. An agreement on a non-judicial stamp paper as per format at Annexure -III shall be executed within 15 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- vi. After completion of all contractual obligations, Performance Security Deposit shall be returned/ discharged to the successful Agency within 60 days.
- vii. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be retained or to be extended to meet the requirement of validity of Performance Security valid up to the extended contract period enhanced by three months.
- viii. In case the contract period is extended with mutual consent beyond the initial period of one year, the Agency would be required to deposit new Performance Security in the form of Bank Guarantee or extend the existing Performance Bank Guarantee.

4. SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 GENERAL TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RFP shall prevail
- ii. The Agency shall be responsible for the proper transportation and packaging so as to avoid damage under normal conditions of transport and delivery of printed and/ or binded material in the good condition to JMRC.
- iii. The Agency shall not, create a sub-contract of any description with regard to the printing and/or binding job.
- iv. The Agency shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Agency in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- v. The JMRC will provide the samples for the various items wherever available and firm shall be bound to provide the proof of each item and get it approved from JMRC before final supply being made to JMRC.
- vi. The JMRC logo used on printed and/ or binded material are the sole copyright of JMRC and should not be infringed upon for any commercial purposes by the agency.

4.2 DURATION OF CONTRACT

The contract shall begin immediately on acceptance of the Letter of Award (LOA) by the successful bidder. The initial time period of the contract shall be for one year, which shall be extendable for the next one year or part thereof as per RTPPR (extended contract period), at the behest of JMRC, if required. Such extension would be on mutual agreement between JMRC and the Agency on the same rates and terms & conditions. Rate once approved shall remain fixed for entire duration of contract.

4.3 SCHEDULE OF REQUIREMENT

JMRC intends to procure the following printed materials on Rate contract basis.

| S.No. | Particulars | Specifications | Unit | Est. quantity |
|--|--------------------------|---|----------|---------------|
| MISCELLANEOUS PRINTED MATERIAL ON ITEM RATE | | | | |
| 1. | A0 Size Printed Material | A0,Black and White, paper quality 70 GSM, super Sunshine single side printing | Per page | 200 |
| 2. | | A0, Multi color, paper quality 70 GSM, super Sunshine single side printing | Per page | 200 |
| 3. | A1 Size Printed Material | A1,Black and White, paper quality 70 GSM, super Sunshine single side printing | Per page | 200 |
| 4. | | A1, Multi color,paper quality 70 GSM, super Sunshine single side printing | Per page | 200 |
| 5. | A3 Size printed | A3, Black and White, paper quality 80 | Per page | 18000 |

| S.No. | Particulars | Specifications | Unit | Est. quantity |
|-------|----------------------------|---|-------------------------------------|---------------|
| | material | GSM, super Sunshine single side printing | | |
| 6. | | A3, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 850 |
| 7. | | A3,Multi color ,paper quality 80 GSM, ,single side printing | Per page | 400 |
| 8. | | A3,Multi color ,paper quality 80 GSM, ,double side printing | Per side of the page | 100 |
| 9. | A3 Cover Page | A3, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 200 |
| 10. | | A4, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 71000 |
| 11. | A4 Size Printed Material | A4, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 400000 |
| 12. | | A4, Multi color, paper quality 80 GSM, single side printing | Per page | 500 |
| 13. | | A4, Multi color, paper quality 80 GSM, Double side printing | Per side of the page | 200 |
| 14. | A4 Cover Page | A4, color Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 134 |
| 15. | | A5 Black and White, paper quality 80 GSM, super sunshine ,single side printing | Per page | 100000 |
| 16. | A5 Size printing material | A5 Black and White, paper quality 80 GSM, super sunshine ,Double side printing | Per side of the page | 22160 |
| 17. | | A5 ,Multi color print ,paper quality 80 GSM, ,single side printing | Per page | 400 |
| 18. | | A5 ,Multi color print ,paper quality 80 GSM, ,Double side printing | Per side of the page | 100 |
| 19. | A5 Cover Page | A5, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 |
| 20. | | A5/2, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 50000 |
| 21. | A5/2 Size Printed Material | A5/2, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 500 |
| 22. | A5/2 Cover Page | A5/2, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 |
| 23. | A6 Size Printed Material | A6, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 68000 |
| 24. | | A6, Black and White, paper quality 80 GSM, super Sunshine Double side | Per side of the page | 250 |

| S.No. | Particulars | Specifications | Unit | Est. quantity |
|---------------------------|---|---|-------------------------------------|---------------|
| | | printing | | |
| 25. | A6 Cover Page | A6, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 |
| 26. | B5 Size Printed Material | B5, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 24000 |
| 27. | | B5, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 500 |
| 28. | B5 Cover Page | B5, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 |
| BINDING | | | | |
| 29. | Spiral Binding | paper size A3/A4 | Per Booklet | 193 |
| 30. | | paper size A5 | | 500 |
| 31. | Side Pin Soft Binding | paper Size A 3 | Per Booklet | 500 |
| 32. | | paper Size A 4 | | 500 |
| 33. | | paper Size A 5 | | 171 |
| 34. | | paper Size A 5/2 | | 500 |
| 35. | Gatta Binding (Hard Cover) | paper Size A 3 | Per Booklet | 73 |
| 36. | | paper Size A 4 | | 2192 |
| 37. | | paper Size A 5 | | 753 |
| 38. | | Page Size – A5/2 | | 500 |
| 39. | | Page Size – A6 | | 425 |
| 40. | | Page Size – B5 | | 170 |
| 41. | One Sided Gatta Binding (One side soft cover & another side hard cover) | paper Size A 3 | Per Booklet | 500 |
| 42. | | paper Size A 4 | | 500 |
| 43. | | paper Size A 5 | | 500 |
| 44. | | Page Size – A5/2 | | 500 |
| 45. | | Page Size – A6 | | 500 |
| 46. | | Page Size – B5 | | 500 |
| Publicity Material | | | | |
| 47. | Pamph-lets A4 | A4 Size, single side printed, multi-color, 170 GSM | Per pamph-let | 500 |
| 48. | Pamph-lets A4 | A4 Size, both side printed, multi-color, 170 GSM | Per pamph-let | 500 |
| 49. | Pamph-lets A5 | A5 Size, single side printed, multi-color, 170 GSM | Per pamph-let | 500 |
| 50. | Pamph-lets A5 | A5 Size, both side printed, multi-color, 170 GSM | Per pamph-let | 500 |
| 51. | Printed Flex Material | i) Normal quality of flex | Per square feet | 500 |
| 52. | | ii) Star quality of flex | | 200 |
| 53. | Printed Flex Material with frame | i) Normal quality of flex | Per square feet | 500 |
| 54. | | ii) Star quality of flex | | 200 |
| 55. | Printed Flex Material with | i) Normal quality of flex | Per square feet | 500 |

| S.No. | Particulars | Specifications | Unit | Est. quantity |
|-------|-----------------|--|-----------------|---------------|
| 56. | Standee | ii) Star quality of flex | Per square feet | 200 |
| 57. | Pocket booklets | Size 4.25X5.5(inch), Page near about 100, cover four color | Per Booklet | 500 |

Note:

- 1) Bidder may quote rates in financial Bid only in percentage below/at par/above the base rate as per Annexure-VII.
- 2) Contractor/Bidder will have to print and insert color pages in between B&W documents/manuals.
- 3) The defined quantities/pages in estimated quantity column are required as per JMRC requirement i.e. all the pages may be of copies of same pages or each pages may be of different- different contents.
- 4) The design shall be as per JMRC.
- 5) The rates quoted above are FOR prices & delivery of finished goods shall be made by Agency at its own cost, for which no extra payment will be made by JMRC.
- 6) The rates are inclusive of all – labour, transportation, material, taxes etc except VAT. VAT shall be paid extra as applicable.
- 7) Above given quantities are the estimated quantities & can vary lower /higher sides.

4.4 VARIATION CLAUSE

The quantity mentioned in the Schedule of requirement and Financial Bid Format is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Schedule of requirement on the same terms and conditions during the contract period/ extended contract period as per followings.

- i. At the time of issuance of LOA, JMRC will have the right to increase or decrease up to 20% of the quantity of material to be printed and/ or binded as specified in the Schedule of requirement without any change in price quoted and other terms and conditions during the contract period/ extended contract period.
- ii. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for supplying the printed and/ or binded material during currency of contract as per administrative requirements.
- iii. Further, JMRC reserves the right to place repeat order(s) within the contract period, on the rates and conditions given in the contract, up to 50% of the value of the supplies of the original contract or as per RTPPR.

4.5 STATUTORY OBLIGATIONS

- i. Any type of statutory taxes applicable on supplies under this tender process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the selected bidder and the Corporation would make no extra payment

on this account. In case, the selected bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss/obligation, monetary or otherwise, the JMRC will deduct the same from the monthly bills and or the Performance Security Deposit of theselected bidder, to the extent of the loss or obligation in monetary terms.

4.6 DELIVERY SCHEDULE

The Agency shall ensure that all the items required by JMRC are delivered to the desired location(s) as per the schedule given hereunder:

| S. No. | Details | Delivery Schedule in Calendar Days |
|--------|-----------------------|--|
| 1. | First Lot - Sample | Within 7 days of issue of Purchase Order |
| 2. | First Lot-supply | Within 7 days of approval of sample** |
| 3. | Subsequent lot supply | Within 7 days from the date of Purchase Order. |

** Before supply of first lot of various items required, the Agency shall submit one sample of each item to JMRC for approval within ten days of issue of Purchase Order.

4.7 PAYMENT TERMS

- i. Though the contract, the rates to be approved pursuant to this tender process would be valid for one year, the Agency will raise bills in the name of "JMRC, Jaipur" after completion of satisfactory delivery of goods against each purchase order.
- ii. Payments due shall be made by the JMRC through crossed cheque issued in favour of the Agency or through RTGS.
- iii. Income Tax shall be deducted at Source (TDS) from the bill as per rules. Necessary certificate of Income Tax Deducted at Source (TDS) shall be issued to the Agency.
- iv. No amount of interest will be payable by the JMRC, in case of delay or on any other reason.
- v. Any type of other statutory taxes applicable on supply under this contract process (either in force at present or may be applicable in future by a competent order/ notification and not quoted in Financial Bid) will be borne by the Agency and the Corporation would make no extra payment on this account.

4.8 FAILURE TO SUPPLY THE MATERIAL AS PER THE PURCHASE ORDER

The Agency shall supply the items as per the requirement of the Corporation spelt out in purchase order. Delay in supplies of these items in terms and conditions of this tender/ contract will be termed as default on the part of the agency/supplier and the Corporation shall be free to take action as under:

i. Liquidated Damages:

In case of any default of Agency, JMRC shall have the right to recover from the Agency Liquidated Damages which may be in addition to penalty as defined at (ii) below.

In the event of the Agency's failure to supply the goods as specified in this contract, the Corporation may, at its discretion, withhold any payment until the completion of the contract. The Corporation may also deduct from the Agency as agreed, liquidated damages amounting to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ supplies mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total contract amount which may be in addition to Risk and Cost action as defined at (iii) below.

ii. Penalty for significant deficiencies in Supplies:

In case of significant deficiencies in Supplies causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

iii. Risk and Cost:

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the agency.

4.9 TERMINATION OF CONTRACT AGREEMENT

- i JMRC reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency in quality of goods supplied, inordinate delay in supplies or any other breach of contract, in which case the value of the proper supplies made to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in supplies. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- ii JMRC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in JMRC's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the supplies done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.

- iii It is expressly agreed that the Agency's ability to provide supplies to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a force majeure event.

4.10 FRAUD AND CORRUPT PRACTICES

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD/ Bid Security and the Performance Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- ii. Without prejudice to the rights of the Authority under Clause 4.10(i) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Licensee Bank, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or selected bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- iii. For the purposes of this Clause 4.10 the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process for this RFP ;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process for this RFP;
 - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process for this RFP; or (ii) having a Conflict of Interest; and

- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process for this RFP.

4.11 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Rolling Stock).
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

4.12 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this Bid and Contract Agreement to be signed in pursuance of this Bid process, ‘force majeure’ shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the Force-Majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.

It is expressly agreed that Agency’s ability to provide supplies to a third party at a more advantageous price or Agency’s economic hardship shall not constitute a *force majeure* event.

ANNEXURE – I

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP& GCC

I/We,, having my /our office
at.....

....., agree to all the Terms & Conditions of both General
Conditions of the Contract (GCC) and of the Request For Proposal (RFP) No.
_____ , dated _____ issued by

JMRC for **RFP FOR ANNUAL RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS &
PUBLICITY MATERIALS FOR JMRC, JAIPUR**

Our offer will remain valid for 120 days from the last date of bid submission.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE – II**BIDDER'S PROFILE & BID FORM**

| | | | |
|-----|--|--|--|
| 1. | RFP No. | RFP No. JMRC/O&S/RS/2016-17/NIB/005 | |
| 2. | Name of the Bidder Firm | | |
| 3. | Status of the Bidder Firm | Proprietorship/ Partnership firm/ Registered Company | |
| 4. | Registered Office | Address (With Pin Code) | |
| | | Telephone Nos. (With STD Code) | |
| | | Mobile No. | |
| | | Fax Nos. (With STD Code) | |
| | | E-mail ID | |
| | | Website | |
| 5. | Operating/ Branch Office (In Jaipur, if Registered office is situated out of Jaipur) | Address (With Pin Code) | |
| | | Telephone Nos. (With STD Code) | |
| | | Mobile No. | |
| | | Fax Nos. (With STD Code) | |
| | | E-mail ID | |
| | | Website | |
| 6. | Date of registration / incorporation and/or commencement of business | | |
| 7. | Service Tax Registration No. | | |
| 8. | TIN/VAT/CST No. | | |
| 9. | PAN Card No. | | |
| 10. | Name and designation of the Chief Executive of the firm | | |
| | Address (With Pin Code) | | |
| 11. | Name and designation of the authority that is authorized to sign the Bid document | | |

| | | |
|-----|---|--|
| | Address (With Pin Code) | |
| | Telephone Nos. (With STD Code) | |
| | Mobile No. | |
| | Fax Nos. (With STD Code) | |
| | E-mail ID | |
| 12. | Name and designation of the Contact Person of the Bidder | |
| | Address (With Pin Code) | |
| | Telephone Nos. (With STD Code) | |
| | Mobile No. | |
| | Fax Nos. (With STD Code) | |
| | E-mail ID | |

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory

ANNEXURE-III

FORMAT OF CONTRACT AGREEMENT

This Agreement is made on the _____ day of _____ 2016 Between GENERALMANAGER (ROLLING STOCK),JAIPUR METRO RAIL CORPORATION LTD having its corporate office at Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, 302005 herein after called “the Employer” of the one part and _____ (Name and Address of Contractor) hereinafter called “the Contractor” of the other part. Whereas the Employer is desirous that (Services should be provided and) certain services should be executed, viz Contract No. “JMRC/O&S/RS/2016-17/NIB/005” Annual rate contract for supply of printing manuals & publicity materials for JMRC, Jaipur herein after called “the work/service” and has accepted a Tender by the Contractor for the execution and completion of such works/services (** as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (i) Letter of acceptance
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Notice Inviting Tender and Schedule of Requirement
- (v) Bill of Quantities
- (vi) Form of Tender with Appendix
- (vii) Addendums, if any
- (viii) Other conditions agreed to and documented as listed below:
 - (i) Tenderer’s Work Schedule as amended if required.
 - (ii) Statement of deviations (if applicable)
 - (iii) Any other item as applicable

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

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of *Rs _____ being the sum stated in the letter of

acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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.

JURISDICTION OF COURT

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

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 :

- * Blanks to be filled by the Employer at the time of finalisation of the Form of Agreement.
- ** To be deleted if not applicable

This agreement should be executed on non-judicial stamped paper, stamped in accordance with the Stamps Act.

ANNEXURE-IV

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we,(name of the bidder firm), having our registered office at..... do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms.....son /daughter of Shri..... and presently residing at

....., who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for "RFP FOR ANNUAL RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC, JAIPUR"including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2016.

**For.....
(Signature, Name, Designation and Address)**

**Accepted
(Signature, Name, Designation and Address of Attorney)**

Witnesses:

- 1. _____
- 2. _____

- Note: 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. This should be executed on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE – V

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ TENDER SECURITY

(To be submitted by the bidder along with bid)

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 tenderer) (hereinafter called “the tenderer”) has submitted its tender dated _____ for annual rate contract for supply of printing manuals & publicity materials for JMRC, Jaipur contract for _____ of rail/metro corridor of Jaipur MRTS project hereinafter called “**the tender**”. and whereas the tenderer is required to furnish a bank guarantee for the sum of Rs. _____ (rupees _____) as tender security against the tenderer’s offer as aforesaid. and whereas _____ (name and address of the bank) have, at the request of the tenderer, 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 Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- 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 Tenderer.
- c. That any account settled between the Employer and the Tenderer 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 tender submission.
- e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE:

- a. If the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. If the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity:

- i. Fails or refuses to furnish the Performance Security in accordance with Clause 3.8 **Error! eference source not found.** of the “Instructions to Tenderers” and/or
- ii. Fails or refuses to enter into a Contract within the time limit specified in Clause **Error! eference source not found.** iv of the “Instructions to Tenderers”.

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 Official
of the Bank

Signature of the witness
.....

Name of Official
Designation
I.D. No.

Name of the Witness
.....

Stamp/Seal
of the Bank

Address of the Witness
.....
.....

Note: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.

ANNEXURE-VI

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(To be submitted by the successful bidder at the time of agreement)

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 SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC, JAIPUR (hereinafter called "the contract") to M/s _____ (hereinafter 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 authorised 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 for which this Guarantee will be valid must be for at least six (6) months longer than the Defect Liability Period).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under para 5 above, 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

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

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 20__ being herewith duly authorized. For and on behalf of the _____ Bank.

Signature of authorised 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 abovenamed _____

In the presence of :

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

Note: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.

FINANCIAL BID

**RFP FOR ANNUAL RATE CONTRACT FOR SUPPLY OF
PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC,
JAIPUR**

ANNEXURE-VII

FINANCIAL BID

The base rate of each item is specified below in Column (F). The tenderer /bidder shall quote single uniform percentage below/at par/above (in the statement (X/Y/Z) given below) the base rate provided by Corporation. The quoted value of tender will be arrived at by loading the quoted single uniform percentage on the base rate provided by Corporation.

| S. No. (A) | Particulars (B) | Specifications (C) | Unit (D) | Est. Quantity (E) | Rate /unit (F) | Total Cost (G) |
|--|--------------------------|---|-------------------------------------|-------------------|----------------|----------------|
| MISCELLANEOUS PRINTED MATERIAL ON ITEM RATE | | | | | | |
| 1. | A0 Size Printed Material | A0,Black and White, paper quality 70 GSM, super Sunshine single side printing | Per page | 200 | 110.00 | 22000 |
| 2. | | A0, Multi color, paper quality 70 GSM, super Sunshine single side printing | Per page | 200 | 170.00 | 34000 |
| 3. | A1 Size Printed Material | A1,Black and White, paper quality 70 GSM, super Sunshine single side printing | Per page | 200 | 40.00 | 8000 |
| 4. | | A1, Multi color,paper quality 70 GSM, super Sunshine single side printing | Per page | 200 | 80.00 | 16000 |
| 5. | A3 Size printed material | A3, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 18000 | 0.96 | 17280 |
| 6. | | A3, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 850 | 0.8 | 680 |
| 7. | | A3,Multi color ,paper quality 80 GSM, ,single side printing | Per page | 400 | 1.6 | 640 |
| 8. | | A3,Multi color ,paper quality 80 GSM, ,double side printing | Per side of the page | 100 | 1.4 | 140 |
| 9. | A3 Cover Page | A3, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 200 | 16 | 3200 |
| 10. | A4 Size Printed Material | A4, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 71000 | 0.48 | 34080 |
| 11. | | A4, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 400000 | 0.40 | 160000 |
| 12. | | A4, Multi color, paper quality 80 GSM, single side printing | Per page | 500 | 0.80 | 400 |
| 13. | | A4, Multi color, paper quality 80 GSM, Double side printing | Per side of the page | 200 | 0.70 | 140 |
| 14. | A4 Cover Page | A4, color Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 134 | 8 | 1072 |
| 15. | A5 Size printing | A5 Black and White, paper quality 80 | Per page | 100000 | 0.28 | 28000 |



| S. No. (A) | Particulars (B) | Specifications (C) | Unit (D) | Est. Quantity (E) | Rate /unit (F) | Total Cost (G) |
|----------------|----------------------------|---|-------------------------------------|-------------------|----------------|----------------|
| | material | GSM, super sunshine ,single side printing | | | | |
| 16. | | A5 Black and White, paper quality 80 GSM, super sunshine ,Double side printing | Per side of the page | 22160 | 0.20 | 4432 |
| 17. | | A5 ,Multi color print ,paper quality 80 GSM, ,single side printing | Per page | 400 | 0.48 | 192 |
| 18. | | A5 ,Multi color print ,paper quality 80 GSM, ,Double side printing | Per side of the page | 100 | 0.39 | 39 |
| 19. | A5 Cover Page | A5, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 | 6.00 | 3000 |
| 20. | A5/2 Size Printed Material | A5/2, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 50000 | 2.00 | 100000 |
| 21. | | A5/2, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 500 | 4.00 | 2000 |
| 22. | A5/2 Cover Page | A5/2, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 | 10.00 | 5000 |
| 23. | A6 Size Printed Material | A6, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 68000 | 1.90 | 129200 |
| 24. | | A6, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 250 | 3.80 | 950 |
| 25. | A6 Cover Page | A6, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 | 10 | 5000 |
| 26. | B5 Size Printed Material | B5, Black and White, paper quality 80 GSM, super Sunshine single side printing | Per page | 24000 | 2.30 | 55200 |
| 27. | | B5, Black and White, paper quality 80 GSM, super Sunshine Double side printing | Per side of the page | 500 | 4.60 | 2300 |
| 28. | B5 Cover Page | B5, Multi color print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding | Per cover page set (front and back) | 500 | 14.00 | 7000 |
| BINDING | | | | | | |
| 29. | Spiral Binding | paper size A3/A4 | Per Booklet | 193 | 17.00 | 3281 |
| 30. | | paper size A5 | | 500 | 14.00 | 7000 |
| 31. | Side Pin Soft Binding | paper Size A 3 | Per Booklet | 500 | 15.00 | 7500 |
| 32. | | paper Size A 4 | | 500 | 20.00 | 10000 |
| 33. | | paper Size A 5 | | 171 | 20.00 | 3420 |
| 34. | | paper Size A 5/2 | | 500 | 10.00 | 5000 |
| 35. | Gatta Binding (Hard Cover) | paper Size A 3 | Per Booklet | 73 | 180.00 | 13140 |
| 36. | | paper Size A 4 | | 2192 | 50.00 | 109600 |

| S. No. (A) | Particulars (B) | Specifications (C) | Unit (D) | Est. Quantity (E) | Rate /unit (F) | Total Cost (G) |
|---|---|--|-----------------|-------------------|----------------|------------------|
| 37. | | paper Size A 5 | | 753 | 24.00 | 18072 |
| 38. | | Page Size – A5/2 | | 500 | 24.00 | 12000 |
| 39. | | Page Size – A6 | | 425 | 24.00 | 10200 |
| 40. | | Page Size – B5 | | 170 | 30.00 | 5100 |
| 41. | One Sided Gatta Binding (One side soft cover & another side hard cover) | paper Size A 3 | Per Booklet | 500 | 34.00 | 17000 |
| 42. | | paper Size A 4 | | 500 | 28.00 | 14000 |
| 43. | | paper Size A 5 | | 500 | 24.00 | 12000 |
| 44. | | Page Size – A5/2 | | 500 | 24.00 | 12000 |
| 45. | | Page Size – A6 | | 500 | 24.00 | 24000 |
| 46. | | Page Size – B5 | | 500 | 30.00 | 15000 |
| Publicity Material | | | | | | |
| 47. | Pamph-lets A4 | A4 Size, single side printed, 39ultracolor, 170 GSM | Per pamph-let | 500 | 1.3 | 650 |
| 48. | Pamph-lets A4 | A4 Size, both side printed, 39ultracolor, 170 GSM | Per pamph-let | 500 | 2.6 | 1300 |
| 49. | Pamph-lets A5 | A5 Size, single side printed, 39ultracolor, 170 GSM | Per pamph-let | 500 | 0.6 | 300 |
| 50. | Pamph-lets A5 | A5 Size, both side printed, 39ultracolor, 170 GSM | Per pamph-let | 500 | 1.4 | 700 |
| 51. | Printed Flex Material | iii) Normal quality of flex | Per square feet | 500 | 7 | 3500 |
| 52. | | iv) Star quality of flex | Per square feet | 200 | 11 | 2200 |
| 53. | Printed Flex Material with frame | iii) Normal quality of flex | Per square feet | 500 | 25 | 12500 |
| 54. | | iv) Star quality of flex | Per square feet | 200 | 29 | 5800 |
| 55. | Printed Flex Material with Standee | iii) Normal quality of flex | Per square feet | 500 | 68 | 34000 |
| 56. | | iv) Star quality of flex | Per square feet | 200 | 76 | 15200 |
| 57. | Pocket booklets | Size 4.25X5.5(inch), Page near about 100, cover four color | Per Booklet | 500 | 68 | 34000 |
| Total Cost in Rs. | | | | | | 10,48,408 |
| Rounded Off Base Rate (In Rs.) | | | | | | 10.48 Lac |
| Total Cost (Base Rate)in Rs. in words = TEN LAC FORTY EIGHTHUSAND ONLY | | | | | | |

Instruction to fill the financial quote

- 1) Bidder may offer rates in single percentage Below/At Par/Above the base rate provided by Corporation.
- 2) Bidder may fill only row of the out of the under mentioned three rows i.e. X,Y,Z. If more than one row is filled up offer will summarily rejected. As it will lead to ambiguity.
- 3) If the prospective bidder intends to quote equal to base rate; he should offer 0% in space provided in row 'X'.

| | | |
|---|--|------------|
| X | Rate are At Par of the total base rate of Rs. 10.48 Lac | (i) _____% |
|---|--|------------|

| | | |
|---|--|----------------|
| Y | Rate are Above the total base rate of Rs. 10.48 Lac | (ii) + ____ % |
| Z | Rate are Below the total base rate of Rs. 10.48 Lac | (iii) - ____ % |

(A) Variation from base rate after loading percentage factor among the row X or Y or Z = **(10.48 Lac X __ %)** = _____ (In Rs.)

Total Cost (In Rs.) = **(10.48 Lac)** +/- (A) = _____

Total Cost (In Rs.) (In Words) = _____

Note:

- 1) Contractor/Bidder will have to print and insert color pages in between B&W documents / manuals.
- 2) The defined quantities/pages in estimated quantity column are required as per JMRC requirement i.e. all the pages may be of copies of same pages or each pages may be of different- different contents.
- 3) The design shall be as per JMRC.
- 4) The rates quoted above are FOR prices & delivery of finished goods shall be made by Agency at its own cost, for which no extra payment will be made by JMRC.
- 5) The rates are inclusive of all – labour, transportation, material, taxes etc except VAT.
- 6) VAT shall be paid extra as applicable.
- 7) Above given quantities are the estimated quantities & can vary lower /higher sides.

Signature of Authorised Signatory (of Bidder)