RFP No.: JMRC/O&S/RS/2017-18/NIE/005(R)

JAIPUR METRO RAIL CORPORATION LTD.

JAIPUR METRO

BID APPLICATION FORM

Jaipur Metro Rail Corporation Ltd,
Directorate of Operations & Systems
Admin Building, Mansarover Metro Train Depot,
Mansarover, Jaipur – 302020
Website: http://transport.rajasthan.gov.in/jmrc
Email: gmrs@jaipurmetrorail.in
CIN: U60221RJ2010SGC030630

Signature of Authorized Signatory of Tender
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Signature of Authorized Signatory of Tender

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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.

[Signature]
[Name]
[Date]
# CHECK LIST OF DOCUMENTS TO BE ENCLOSED

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

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

<table>
<thead>
<tr>
<th>Proposal will contain the following documents</th>
<th>Whether enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All pages of RFP Document with corrigendum &amp; addendum If any, duly signed on each page by the Authorised Signatory of the Bidder's Organisation</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2. Declaration of acceptance of Terms &amp; Conditions of the GCC &amp; Request for Proposal (RFP), duly filled &amp; signed in the format at Annexure-I.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3. Bidder's Profile, duly filled &amp; signed (Annexure - II)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4. Format of Contract Agreement, duly signed on each page (Annexure III)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5. Power of attorney for signing of application, duly signed and notarised, if applicable in the format at (Annexure IV)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6. EMD/Bid Security in prescribed form (If BG, then in format at Annexure V)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7. Eligibility Documents as per Clause 1.3</td>
<td></td>
</tr>
<tr>
<td>7.1 Copy of Income Tax Registration (PAN)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7.2 Copy of GST Registration number</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7.3 Self-declared certificate regarding not to be black listed, on bidder firm's letter head</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7.4 Rent Agreement/ Telephone / Electricity/ Water connection bill etc. copy in the name of Bidder Firm (one year old)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7.5 Certificates of satisfactory completion of supplies of similar nature of work as per clause 1.3 IV</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7.6 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.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>8. Proof of payment of Bid Document Cost, if prescribed form</td>
<td>Yes/No</td>
</tr>
<tr>
<td>9. Format of Bank Guarantee for performance Security Deposit at Annexure VI</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

Signature of Authorized Signatory of Tender
Envelope B. LIST OF DOCUMENTS TO BE ENCLOSED AS FINANCIAL BID

Proposal will contain the following documents:

Annexure - VII: Sample Format of e-Financial Bid filled which Online in XLS format on website https://eproc.rajasthan.gov.in

Important Note: Instruction to fill the financial quote

1. Please note that the quoted rate should be mentioned in the Financial Bid only in xls format and not on any other page of the RFP Document.
2. Contractor/Bidder will have to print and insert colour 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 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 all type taxes (Excluding GST) etc.
7. Above given quantities are the estimated quantities & can vary lower/higher sides.
8. Paper quality (i.e. GSM) specified in tender document/BOQ should be adhered to. However if particular quality of paper (i.e. GSM) is not available in the market (due to its being non Standard GSM); nearest standard paper quality (GSM) can be used with prior approval with JMRC
9. Whenever Multicolor is specified; it means multicolor print (i.e. colour printing).
10. The colour of paper used in printing can be white/green/yellow/blue/pink etc; as per requirement of JMRC.
11. Contractor will required to submit invoice in GST format.
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 Uchtyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005 with the mission of providing a safe, green, and 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 for a period of 2 years (extendable as per RTPPR and clause 3.2 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:

Jaipur Metro Rail Corporation (JMRC) Ltd. invites online open e-bids (Single stage two cover method) under Rajasthan Transparency in Public Procurement Act, 2012 and Rules made thereunder, for BID for “RFP FOR ANNUAL RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC, JAIPUR”.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>UBN No</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Procuring Entity</td>
<td>General Manager (Rolling Stock), JMRC, Mansarovar Depot, Jaipur</td>
</tr>
<tr>
<td>c)</td>
<td>RFP No &amp; date of Issue</td>
<td>RFP No: JMRC/O&amp;S/RS/2017-18/NIB/005(R) Dated: 25/07/2018</td>
</tr>
<tr>
<td>e)</td>
<td>Approximate Estimated Cost of Work (For 02 years)</td>
<td>Rs.20 Lakh (Excluding GST)</td>
</tr>
<tr>
<td>f)</td>
<td>Cost of Bid Document (Non-Refundable)</td>
<td>Rs. 590/- by cash, or by bank demand draft, banker’s cheque in favour of Jaipur Metro Rail Corporation Limited, Jaipur - Refer Clause 2.4.1.15</td>
</tr>
<tr>
<td>g)</td>
<td>Bid Security/ Earnest Money Deposit (EMD)</td>
<td>Rs. 40,000/- Approximate 2% of the Estimated Cost) in favour of Jaipur Metro Rail Corporation Ltd (Refer: Clause 2.6)</td>
</tr>
<tr>
<td></td>
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<tr>
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</tr>
<tr>
<td><strong>h)</strong></td>
<td>Processing Fee</td>
<td>Rs.1000/- (Rs. One Thousand only) by Demand Draft / Bankers Cheque in favour of MD, RISL, Jaipur payable at Jaipur.</td>
</tr>
<tr>
<td><strong>i)</strong></td>
<td>Online Tender Document Availability Period</td>
<td>From 1700 hrs on 27/07/2018</td>
</tr>
<tr>
<td><strong>j)</strong></td>
<td>Date and Place of Pre Bid Conference</td>
<td>1100 hrs. On 06/08/2018 at JMRC Conference Hall, Room No. D10 Conference Hall, Train Maintenance, Mansarover Depot, Near Ganga Jamuna Petrol Pump, Mansarovar, Jaipur 302020 Ph. 0141-5153709</td>
</tr>
<tr>
<td><strong>k)</strong></td>
<td>Last date for receiving queries/ clarifications</td>
<td>Upto 06/08/2018 at 17.00 hrs</td>
</tr>
<tr>
<td><strong>l)</strong></td>
<td>Uploading of Remarks of Metro Administration to the issues raised in Pre bid conference</td>
<td>Upto 11/08/2018 (17:00 hrs)</td>
</tr>
<tr>
<td><strong>m)</strong></td>
<td>Submission start date</td>
<td>On 13/08/2018 at 09.00 hrs.</td>
</tr>
<tr>
<td><strong>n)</strong></td>
<td>Last Date for submission of Tender</td>
<td>On 23/08/2018 at 11.00 hrs.</td>
</tr>
<tr>
<td><strong>o)</strong></td>
<td>Time &amp; Date of Opening of Online Technical Bid</td>
<td>On 23/08/2018 at 11:30 hrs.</td>
</tr>
<tr>
<td><strong>p)</strong></td>
<td>Venue of Opening of Online Technical Bid</td>
<td>(Office of Manager, Rolling Stock – Room no. S09, DCOS Building) Mansarover Metro Train Depot, Mansarovar, Jaipur – 302020 Contact No.: 7728895810</td>
</tr>
<tr>
<td><strong>q)</strong></td>
<td>Venue and Last Date of Physical Submission of Tender Cost, Bid Security and Processing Fee</td>
<td>On 23/08/2018 at 11:00 hrs. (Office of Manager, Rolling Stock – Room no. S09, DCOS Building) Mansarover Metro Train Depot, Mansarovar, Jaipur – 302020 Contact No.: 7728895810</td>
</tr>
<tr>
<td><strong>r)</strong></td>
<td>Date, time and Venue for opening of Financial Bid of Technically qualified bidders.</td>
<td>Date, time and Venue of Financial Bid opening will be intimated to the Technically qualified bidders through letter/e-mail/phone</td>
</tr>
<tr>
<td><strong>s)</strong></td>
<td>Validity of Tender</td>
<td>90 days from the last date of submission of tender.</td>
</tr>
<tr>
<td><strong>t)</strong></td>
<td>Period of Completion</td>
<td>2 years from the stipulated date of commencement</td>
</tr>
<tr>
<td><strong>u)</strong></td>
<td>Performance Security</td>
<td>5% of the Contract price</td>
</tr>
<tr>
<td><strong>v)</strong></td>
<td>The complete bid document can be downloaded from the state e-procurement website <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital...</td>
<td></td>
</tr>
</tbody>
</table>
signatures. The complete bid document can also be seen on Corporation's website http://transport.rajasthan.gov.in/jmrc and state procurement portal i.e., www.sppp.raj.nic.in.

Bidders who wish to participate in this bidding process must register on https://eproc.rajasthan.gov.in. To participate in online tenders, as per Information Technology Act, 2000, Bidders will have to obtain Digital signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright.

Note:

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

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

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

(D) If same firm/company quoted bid more than one at different branches for bidding process, all such that bid will be rejected as per Rule 81 of RTPR, 2013.

1.3 ELIGIBILITY CRITERIA OF BIDDERS:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Eligibility Criteria</th>
<th>Documents required to substantiate the same</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>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 31.03.2015 &amp; should be engaged in business of printing &amp; related supplies.</td>
<td>a. Registration certification of the firm / Partnership deed / Certificate of incorporation etc. as applicable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Articles of Association &amp; Memorandum of Association (if applicable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Income Tax Registration (PAN)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. GST Registration Certificate</td>
</tr>
<tr>
<td>ii.</td>
<td>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-fulfillment of Contractual obligations.</td>
<td>A self-declared certificate to this effect on bidder firm's letter head &amp; signed by authorised signatory of the firm.</td>
</tr>
<tr>
<td>iii.</td>
<td>Either the Registered Office or the functional Branch Office of the bidder should be located in Jaipur for last one year.</td>
<td>A copy of the Rent Agreement / Telephone / Electricity / Water connection bill in the name of Bidder Firm.</td>
</tr>
<tr>
<td>S. No.</td>
<td>Eligibility Criteria</td>
<td>Documents required to substantiate the same</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------</td>
<td>------------------------------------------</td>
</tr>
</tbody>
</table>
| iv.   | 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: | a. List of important assignments completed.  
b. Self-Attested copies of orders received and executed with copies of order during the last three years from local body/Govt./semi Govt./Pvt. Ltd. etc.  
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. |
|       | a. Three similar satisfactorily completed printing works each costing not less than the amount equal to 40% of Estimated Cost.  
or | |
|       | b. Two similar satisfactorily completed printing works each costing not less than the amount equal to 50% of Estimated Cost.  
or | |
|       | c. One similar 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  
Turnover statement verified by Chartered Accountant.  
b. Income Tax Returns (ITR), indicating the required turnover.  

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/JMRC" 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.

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

Instructions to Bidders

2.1 General Instructions

i. By submitting the Proposal, the Applicant agrees to all the terms & conditions mentioned in the RFP and GCC.

ii. 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.

iii. The Bid shall be filled on line only.

iv. Bidder shall not submit more than one Bid.
v. 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.

vi. 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.

vii. 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.

viii. Bids/physical Instrument submitted after the last time and date for depositing Bid, shall not be considered.

ix. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as Invalid Bid.

x. 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.

xi. Any Bid not accompanied by valid Earnest Money Deposit, tender processing fees and the cost of Bid document, in acceptable form will be liable to be treated as being non-responsive.

xii. 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 3.12 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.

xiii. 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.

xiv. 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.

xv. 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.

xvi. 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.

xvii. It shall be deemed that by submitting the bid, the bidder agrees and release 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.

xviii. 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.

2.2 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 [http://transport.rajasthan.gov.in/mrc](http://transport.rajasthan.gov.in/mrc) and state public procurement website [www.spon.rajasthan.gov.in](http://www.spon.rajasthan.gov.in) & [https://eproc.rajasthan.gov.in](https://eproc.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:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP Clause Reference</th>
<th>RFP Annexure Reference</th>
<th>Query/ Clarification sought</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

2.3 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: gmrs@jaipurmetrorail.in

2.4 DOCUMENTS COMPRISING THE TENDER PACKAGE

A single-stage two envelope selection procedure shall be adopted. The tender is divided into two parts, viz. Technical Bid and Financial Bid:

2.4.1.1 TECHNICAL BID: This Part should contain the Technical Bid consisting of a pdf copy of this Tender Document with each page digitally signed by the Tenderer in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

2.4.1.2 Tender cost, bid security and processing fee

Signature of Authorized Signatory of Tender
a. These original instruments should be submitted as per venue and date mentioning in clause 1 with forwarding letter mentioning the NIT No., Name of Work and particulars of these financial instruments.

b. At the backside of every instrument, firm needs to mention Name of Firm, NIT No. and Mobile No. of authorized signatory of the firm.

c. Scanned copy of Tender cost, Bid security and Processing Fee Instruments need to be submitted with the online tender and these original instruments are to be submitted as per schedule.

d. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected.

e. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be liable for rejection.

2.4.1.3 Copy of the Bid Document - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document except the Financial Bid (BOQ). Tenders, digitally signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the bidders.

Documents as listed below:

i. Notice Inviting Tender
ii. Instructions to Tenderers
iii. Special Conditions of Contract
iv. Technical Specifications and Scope of Work
v. JMRC's General Conditions of Contract
vi. JMRC's Safety, Health and Environment (SHE) ;Manual

2.4.1.4 All such Annexures should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID (Envelope – II). Price bid should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

2.4.1.5 FINANCIAL BID – BILL OF QUANTITIES

a) The Financial Bid shall be submitted online through the prescribed website as per the
instructions on the webpage therein. The prices shall be submitted online in the Financial Bid Format as per ANNEXURE VII—Sample Format of e-Financial Bid (BILL OF QUANTITIES) of Tender enclosed. These prices should include all costs associated with the contract.

b) Utmost care is taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following steps may be followed in submission of Financial Bid:

i. Download format of financial bid in XLS format (Password protected file).

ii. This XLS file is password protected file. Don’t unprotect the file. Price has to be filled in this file and the same has to be uploaded.

iii. Fill Bidder Name, Percentage rate (Less/ Excess) to the estimated cost in downloaded Financial Bid format as specified (in XLS format only) in green background cells. Don’t fill in any other background cells.

2.4.1.6 Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

2.4.1.7 Documents to be submitted by the tenderer under tender package have been described under the respective Clause. This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

2.5 COST OF TENDER / BID DOCUMENT

2.5.1.1 The tender should be submitted in the prescribed tender form, which may be purchased for Rs. 590/- (500+18%GST) (250+18%GST i.e. Rs. 295/- 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.

2.5.1.2 Tender document may also be downloaded from JMRC’s website: http://transport.rajasthan.gov.in/jmrc, www.sppp.rajasthan.gov.in & https://eproc.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.

2.6 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

2.6.1.1 Bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose
cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid.

2.6.1.2 The bid security shall be submitted by means of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank, in favour of Jaipur Metro Rail Corporation Limited and the tenderer received without Bid Security amount; will be rejected summarily. However in lieu of bid security, a bid securing declaration can be submitted by Government undertaking of the state and central Government (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013).

2.7 SUBMISSION OF PROPOSAL

2.7.1 SEALING AND MARKING OF TENDERS

2.7.1.1 Online tenders will have to be digitally signed and submitted in a time stamped electronic sealed box on http://eproc.rajasthan.gov.in.

PREPARATION FOR ONLINE SUBMISSION:

2.7.1.2 To participate in online bidding process, tenderers must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N code, etc. Tenderers who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

2.7.1.3 The tenderer should get him registered on procurement portal (https://eproc.rajasthan.gov.in) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.

2.7.1.4 Deadline for Submission of Bids: - Tenders shall be received online on website http://eproc.rajasthan.gov.in with uploading of all relevant documents not later than the time and date communicated by the department or extended date thereof.

2.7.1.5 The tenders will be submitted online only at web site http://eproc.rajasthan.gov.in. In no case tender will be submitted physically.

2.7.2 ONLINE SUBMISSION:-

2.7.2.1 Tenderer shall submit their tender in electronic format digitally signing the same. Tenderer (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and Financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form, E-tender Processing Fee & Bid Security). However, the original financial instrument for Cost of Bid Form, E-tender Processing Fee & Bid Security should be submitted physically at the following address of JMRC by the scheduled date and time as per NIT.
2.7.2.2 All pages of the tender document and the addendums/amendments uploaded by the JMRC on the website http://eproc.rajasthan.gov.in shall be deemed to have been initialled and accepted by the persons signing the bid when they submit their electronic bid.

2.7.2.3 The documents listed in ITT along with the addenda uploaded till the date of tender submission, shall be filled by the tenderer to bind the tenderer to the contract. All the pages of the tender and documents shall be digitally signed.

2.7.2.4 The uploaded documents for technical-bid or earnest money or tender fee or processing fee or any other document required for e-tendering cannot be changed after closing date of tender and same documents are to be produced in original physical form in the office whenever asked to do so.

2.7.2.5 Utmost care be taken to name the files/documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible. All Tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialled/initialled and dated, may be liable to rejection.

2.7.2.6 Tenders sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

2.7.2.7 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

2.8 EVALUATION OF BIDS

2.8.1.1 The tender will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder's or their authorized representative's who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also.

2.8.1.2 The tenders shall be opened in two stages. In first stage the technical bid shall be opened and evaluated. The financial bid shall be opened of responsive tenderers pre-qualified in technical bid by competent authority, venue and date, which will be informed to all technically responsive and pre-qualified tenderers.

2.8.1.3 In first stage, pre-bid of the tenders will be opened. The tenderers' names, the presence (or absence) of Earnest Money, and other details such as deviations proposed in Covering letter, financial & technical eligibility etc. will be announced by the Tender Opening Committee at the time of opening or same shall be made available at the web-site.
2.8.2 Preliminary Examination of Bids

2.8.2.1 The contents of the pre-bid documents of the individual tenders will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Tenderers and the completeness. Any tender not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.

2.8.2.2 Financial Bid of all technically qualified bidders, who qualify the technical evaluation will be opened on the date and time intimated to all such bidders separately by email. Tenderers are also advised to keep abreast of the website for announcement of the date.

2.9 AWARD OF CONTRACT & PERFORMANCE SECURITY DEPOSIT

2.9.1.1 The Employer will award, the Contract to the tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

2.9.1.2 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.

2.9.1.3 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 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 (Annexure –VI).

2.9.1.4 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.

2.9.1.5 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.

2.9.1.6 After completion of all contractual obligations, Performance Security Deposit shall be returned/discharged to the successful Agency within 60 days.

2.9.1.7 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.
2.9.1.8 In case the contract period is extended with mutual consent beyond the initial period of Two year, the Agency would be required to deposit new Performance Security in the form of Bank Guarantee or extend the existing Performance Bank Guarantee.

3 **SPECIAL CONDITIONS OF CONTRACT (SCC)**

3.1 **GENERAL TERMS & CONDITIONS**

3.1.1 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.

3.1.2 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 banded material in the good condition to JMRC.

3.1.3 The Agency shall not, create a sub-contract of any description with regard to the printing and/or binding job.

3.1.4 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.

3.1.5 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.

3.1.6 The JMRC logo used on printed and/or banded material are the sole copyright of JMRC and should not be infringed upon for any commercial purposes by the agency.

3.2 **DURATION OF CONTRACT**

3.2.1 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 Two years, which shall be extendable for the next 6 months or part thereof as per RTPRR (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.

3.3 **SCHEDULE OF REQUIREMENT**

3.3.1 JMRC intends to procure the printed materials on Rate contract basis as details in the Financial Bid.

3.4 **VARIATION CLAUSE**

3.4.1 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 following.
i. JMRC will have the right the right to vary 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 as per RTPPR Rule-73.

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.

### 3.5 STATUTORY OBLIGATIONS

3.5.1.1 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 the elected bidder, to the extent of the loss or obligation in monetary terms.

### 3.6 DELIVERY SCHEDULE

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details</th>
<th>Delivery Schedule in Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>First Lot - Sample</td>
<td>Within 7 days of issue of Purchase Order</td>
</tr>
<tr>
<td>2.</td>
<td>First Lot-supply</td>
<td>Within 7 days of approval of sample</td>
</tr>
<tr>
<td>3.</td>
<td>Subsequent lot supply</td>
<td>Within 7 days from the date of Purchase Order.</td>
</tr>
</tbody>
</table>

### 3.7 PAYMENT TERMS

3.7.1.1 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.

3.7.1.2 Payments due shall be made by the JMRC through crossed cheque issued in favour of the Agency or through RTGS.

3.7.1.3 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.

3.7.1.4 No amount of interest will be payable by the JMRC, in case of delay or on any other reason.
3.7.1.5 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.

3.8 FAILURE TO SUPPLY THE MATERIALS PER THE PURCHASE ORDER

3.8.1.1 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:

a) 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.

b) 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 5% of the purchase order 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.

3.9 TERMINATION OF CONTRACT AGREEMENT

3.9.1.1 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.

3.9.1.2 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.

3.9.1.3 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.

3.10 FRAUD AND CORRUPT PRACTICES

3.10.1 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.

3.10.2 Without prejudice to the rights of the Authority under Clause 3.12 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.

3.10.3 For the purposes of this Clause 3.12 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.

3.11 CONCILIATION, ARBITRATION & JURISDICTION
3.11.1.1 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).

3.11.1.2 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.

3.11.1.3 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.

3.12 FORCE MAJEURE

3.12.1.1 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.

3.12.1.2 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.

3.12.1.3 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.

3.12.1.4 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.
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 90 days from the last date of bid submission.

Date

Signature

Place

Name

Designation

Seal of Authorised Signatory
<table>
<thead>
<tr>
<th></th>
<th><strong>BIDDER'S PROFILE &amp; BID FORM</strong></th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td><strong>RFP No.</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Name of the Bidder Firm</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Status of the Bidder Firm</strong></td>
</tr>
</tbody>
</table>
| 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 |
<p>| 6. | <strong>Date of registration and/or commencement of business</strong> |  |</p>
<table>
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<tbody>
<tr>
<td>7</td>
<td>GST No.</td>
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<tr>
<td>8</td>
<td>PAN Card No.</td>
</tr>
<tr>
<td>9</td>
<td>Name and designation of the Chief Executive of the firm</td>
</tr>
<tr>
<td></td>
<td>Address (With Pin Code)</td>
</tr>
<tr>
<td>10</td>
<td>Name and designation of the authority that is authorized to sign the Bid document</td>
</tr>
<tr>
<td></td>
<td>Address (With Pin Code)</td>
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<td></td>
<td>Telephone Nos.</td>
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<td>(With STD Code)</td>
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<td></td>
<td>Mobile No.</td>
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<td>(With STD Code)</td>
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<tr>
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<td>E-mail ID</td>
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<tr>
<td>11</td>
<td>Name and designation of the Contact Person of the Bidder</td>
</tr>
<tr>
<td></td>
<td>Address (With Pin Code)</td>
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<tr>
<td></td>
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<tr>
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<tr>
<td></td>
<td>(With STD Code)</td>
</tr>
<tr>
<td></td>
<td>E-mail ID</td>
</tr>
</tbody>
</table>
We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date

Place

Signature

Name

Designation

Seal of Authorised Signatory
FORMAT OF CONTRACT AGREEMENT

This Agreement is made on the ________ day of __________ 2018 Between GENERAL MANAGER (ROLLING STOCK), JAIPUR METRO RAIL CORPORATION LTD having its corporate office at Khanij Bhawan, Udhyog 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/2017-18/NIB/005(R)" 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:

(a) Letter of acceptance
(b) General Conditions of Contract
(c) Special Conditions of Contract
(d) Notice Inviting Tender and Schedule of Requirement
(e) Bill of Quantities
(f) Form of Tender with Appendix
(g) Addendums, if any
(h) Other conditions agreed to and documented as listed below:
   (i) Tenderers 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 therefrom 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

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__________________

Note:
* Blanks to be filled by the Employer at the time of finalization 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.
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 ...... 2018.

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.

Signature of Authorized Signatory of Tender
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. 60 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 2 of the “Instructions to Bidders” and/or
   ii. Fails or refuses to enter into a Contract within the time limit specified in Clause 2 of the “Instructions to Bidders” and/or
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.
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 60 days beyond the date of completion of all contractual obligations of agency.

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 above named ___________.

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.

Signature of Authorised Signature of Bank official

Page 3 of 11
4 ANNEXURE VII: Sample Format of e-Financial Bid (BILL OF QUANTITIES)

The following format is to be filled and submitted online by the tenderer.

IMPORTANT: The tables as reproduced below are for reference only and the same are not to be submitted in hard form.

Tender Inviting Authority: GENERAL MANAGER (ROLLING STOCK)

Name of Work: RFP FOR ANNUAL RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRAC, JAIPUR

Contract No: JMRC/O&S/R5/2017-18/NIB/005(R)

Name of the Bidder/Bidding Firm/Company

SCHEDULE OF WORKS

[This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for the tender. Bidders are allowed to enter the bidder Name and Values only]

The base rate of each item is specified below in column (F) for one year without GST. The tenderer/bidder shall quote single uniform percentage below/at par/above the total amount without GST i.e. Rs. 1002.66 54 for one year provided by corporation in column(BA). The quoted value of tender will be arrived at by loading the quoted single uniform percentage on the base rate provided by corporation.

PRICE SCHEDULE:
1. 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.
2. The rates are inclusive of all-labour, transportation, material all type taxes (excluding GST) etc.
3. All amounts are to be filled in INR only.
4. Applicable GST will be paid extra on actual basis as applicable at the time of billing.

<table>
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<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Estimated Rate in Rs. P</th>
<th>TOTAL AMOUNT Without Taxes in Rs. P</th>
<th>TOTAL AMOUNT In Words</th>
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<tr>
<td>1</td>
<td>A0 Size Printed Material</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.01</td>
<td>A0. Black and White, paper quality 70 GSM, super Sunshine single side printing</td>
<td>100.00</td>
<td>Per page</td>
<td>100.00</td>
<td>10000.00</td>
<td>INR Ten Thousand Only</td>
</tr>
<tr>
<td>1.02</td>
<td>A0. Multi colour, paper quality 70 GSM, super Sunshine single side printing</td>
<td>100.00</td>
<td>Per page</td>
<td>155.00</td>
<td>15300.00</td>
<td>INR Fifteen Thousand Five Hundred Only</td>
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<tr>
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<td>A1 Size Printed Material</td>
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<td></td>
<td></td>
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<td>2.01</td>
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<td>100.00</td>
<td>Per page</td>
<td>35.50</td>
<td>3650.00</td>
<td>INR Three Thousand Six Hundred &amp; Fifty Only</td>
</tr>
</tbody>
</table>

Signature of Authorized Signatory of Tender
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Description</th>
</tr>
</thead>
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<td>2.02</td>
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<td>100.00</td>
<td>Per page</td>
<td>73.00</td>
<td>INR Seven Thousand Three Hundred Only</td>
</tr>
<tr>
<td>3</td>
<td>A3 Size printed material</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.01</td>
<td>A3, Black and White, paper quality 80 GSM, super Sunshine single side printing</td>
<td>10.00</td>
<td>Per page</td>
<td>80.00</td>
<td>INR Eight Hundred Only</td>
</tr>
<tr>
<td>3.02</td>
<td>A3 Black and White, paper quality 80 GSM, Super Sunshine single side Xerox</td>
<td>200.00</td>
<td>Per page</td>
<td>2500.00</td>
<td>INR Five Thousand Only</td>
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<td>3.03</td>
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<td>600.00</td>
<td>Per side of the page</td>
<td>9600.00</td>
<td>INR Nine Thousand Six Hundred Only</td>
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<tr>
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<td>110.00</td>
<td>Per side of the page</td>
<td>2250.00</td>
<td>INR Twenty Seven Thousand Five Hundred Only</td>
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<td>3.05</td>
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<td>300.00</td>
<td>Per page</td>
<td>3000.00</td>
<td>INR Three Thousand Only</td>
</tr>
<tr>
<td>3.06</td>
<td>A3 Multi colour paper quality 80 GSM, single side Xerox</td>
<td>700.00</td>
<td>Per page</td>
<td>4200.00</td>
<td>INR Four Thousand Two Hundred Only</td>
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<td>A3 Multi colour, paper quality 80 GSM, double side printing</td>
<td>300.00</td>
<td>Per side of the page</td>
<td>3000.00</td>
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<td>700.00</td>
<td>Per side of the page</td>
<td>4200.00</td>
<td>INR Four Thousand Two Hundred Only</td>
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<tr>
<td>4</td>
<td>A3 Cover Page</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.01</td>
<td>A3, Multi colour print, paper quality - front and back cover on: Art paper of 300 GSM Gloss laminated with Pin/ soft / glue binding</td>
<td>2000.00</td>
<td>Per cover page set (front and back)</td>
<td>36000.00</td>
<td>INR Thirty Six Thousand Only</td>
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<td>A4 Size Printed Material</td>
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</tr>
<tr>
<td>5.01</td>
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<td>5800.00</td>
<td>Per page</td>
<td>3132.00</td>
<td>INR Three Thousand One Hundred &amp; Thirty Two Only</td>
</tr>
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<td>A4 black and white paper quality 80 GSM, super sunshine single side Xerox</td>
<td>10000.00</td>
<td>Per page</td>
<td>10000.00</td>
<td>INR Ten Thousand Only</td>
</tr>
<tr>
<td>S. No.</td>
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<td>Rate (Per Side/Per Page)</td>
<td>Amount (INR)</td>
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<td>1.00</td>
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<td></td>
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<td>6.00</td>
<td>4200.00</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td>7</td>
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</tr>
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<td>8</td>
<td>A5 Cover Page</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8.01</td>
<td>A5, Multi colour print, paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/soft/glue binding</td>
<td>280.00</td>
<td>7.50</td>
<td>2100.00</td>
<td></td>
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<tr>
<td>9</td>
<td>A5/2 Size Printed Material</td>
<td>(front and back)</td>
<td>200.00</td>
<td>1.00</td>
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</tr>
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<td>---</td>
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<td>--------</td>
</tr>
<tr>
<td>9.01</td>
<td>A5/2, Black and White, paper quality 80 GSM, super Sunshine single side printing</td>
<td>Per page</td>
<td>200.00</td>
<td></td>
<td>240.00</td>
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<td>Per side of the page</td>
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<td>1.20</td>
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<td>A5/2 Cover Page</td>
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<td>Per cover page set (front and back)</td>
<td>200.00</td>
<td>11 35</td>
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**Signature of Authorized Signatory of Tender**

[Signature]

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Signature of Authorized Signatory (of Bidder)