

Price: Rs. 590

JAIPUR METRO RAIL CORPORATION LTD.

RFP No. F.1(S-43)/JMRC/DC/Stores/2018/06

Dated: 27.06.2018

Request for Proposal



JAIPUR METRO

**RFP DOCUMENT
FOR
“SUPPLY OF PAPER REAMS”**

Jaipur Metro Rail Corporation Ltd.

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur -302005

Website: <https://www.transport.rajasthan.gov.in/jmrc>

Email: store.ca@jaipurmetrorail.in

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1. NOTICE INVITING BIDS

- i. Jaipur Metro Rail Corporation (JMRC) invites Bids from reputed brand for supply of paper reams to JMRC.
- ii. Schedule to the invitation of Bids:

| S. No. | Item | Particulars |
|--------|--|--|
| a) | RFP No | No.F.1(S-43)/JMRC/DC/Stores/2018/06 Dated: 27.06.2018 |
| b) | Name of work/ Contract | RFP FOR SUPPLY OF PAPER REAM |
| c) | Estimated Cost | Rs.1,35,000 |
| d) | Cost of Bid Document (Tender fee) (Non-Refundable) | Rs. 590 (Rupees Five Hundred Ninety only) |
| e) | RFP Download/Sale Start Date | 27.06.2018 by 1800 Hrs. |
| f) | Last date & time for physical submission of Bid | 09.07.2018 up to 1500 hrs. |
| g) | Bid Opening Date/Time | 09.07.2018 up to 1600 hrs. |
| h) | Websites for downloading Tender Document/ subsequent clarification/ modification, if any | https://www.transport.rajasthan.gov.in/jmrc http://www.sppp.rajasthan.gov.in |
| i) | Bid Validity | 90 Days from the last date of opening of Technical Bid. |
| j) | Venue of Technical Bid opening and Financial Bid opening | 2 nd Floor, RSIC Wing, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur |

Executive Director (Corporate Affairs)
Jaipur Metro Rail Corporation, Jaipur.

2. DEFINITIONS

| | |
|--|---|
| Agency / Supplier | The Bidder, selected by JMRC in pursuance of the selection process consequent to this bidding for supply of paper reams |
| Agreement | The Contract Agreement to be executed between JMRC and successful bidder, subsequent to the Letter of Award, as per the format prescribed. |
| Authority | Jaipur Metro Rail Corporation Limited (JMRC) |
| JMRC's website | https://www.transport.rajasthan.gov.in/jmrc |
| Contract price/ Contract amount | The Contract amount finally approved by JMRC for the entire supply of respective Package as mentioned in LOA. |
| Corporation | Jaipur Metro Rail Corporation Ltd. |
| JMRC | Jaipur Metro Rail Corporation Ltd. |
| Jaipur Metro | Jaipur Metro Rail Corporation Ltd. |
| LD | Liquidated Damages |
| Letter of Acceptance (LOA) | Letter of Acceptance - Letter from Corporation to the successful bidder and outlining the terms and rates for the supply. |
| NIB | Notice Inviting Bids. |
| PBG | Performance Bank Guarantee |
| PO | Purchase Order |
| PSD/ SD | Performance Security Deposit |
| RFP document/ Tender document/ Bid document/ Bidding document | Request for Proposal (Bid document or tender document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service. |
| Selected Bidder | The bidder selected for supply of Paper Reams as per the scope of contract defined in this document. |
| GST | Goods & Services tax |

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- i. JMRC's General Conditions of Contract (GCC) is a part to this bidding Process and applicable to the contract executed in pursuance of this. Bidders are advised to carefully read the GCC uploaded on the JMRC website <https://www.transport.rajasthan.gov.in/jmrc>
- ii. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the document.
- iii. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract & forfeiture of Security Deposit.
- iv. If any change/deletion is made by the Bidder in the bidding document and if the same is detected at any stage even after the award of the tender, full Performance Security Deposit will be forfeited and the contract will be terminated at the risk and cost of bidder.
- v. 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.
- vi. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- vii. If the required document(s)/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- viii. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- ix. The bidder shall submit copy of income tax registration (PAN) and TIN/GST registration number along with submission of bid proposal.
- x. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the bid liable for rejection.
- xi. Bids complete in all respects must be filed not later than the time and date indicated in this bidding document. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the bidding document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xii. Prices should be quoted FOR at JMRC office, Jaipur. No other charges shall be paid by JMRC except for the applicable taxes, if quoted in the financial bid.
- xiii. JMRC may at its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has –
 - i. Submitted the Tender after the prescribed date and time of submission of bids.
 - ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - iii. If found to have a record of poor performance such as abandoning works, not properly completing the contract, delaying completion, being involved in litigation or financial failures, etc.
 - iv. Submitted BID document, which is not accompanied by required

documentation, Tender fee is non-responsive.

- v. Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

3.2 SUBMISSION OF BID

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as "CONFIDENTIAL" and "RFP FOR SUPPLY OF PAPER REAM", addressed to:

Executive Director (Corporate Affairs),
Jaipur Metro Rail Corporation Ltd,
2nd Floor, RSIC Wing, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005

and must be dropped in the Bid Box labelled for the purpose and kept at 2nd floor, JMRC Office at the address given above. RFP No. must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone / mobile 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, post or e-mail will not be considered.

The bidder shall submit its Bid in the prescribed Format as per Annexure-III. It is to be noted that the quoted rates by the bidder shall be exclusive of GST/Tax in the Financial Bid and shall be payable separately on actual basis.

3.3 EVALUATION OF BID DOCUMENTS

- i. The bids will be opened at the time; date and place as per schedule specified in the Notice Inviting Bids 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. The bidders are required to spell out the rates of GST separately, if applicable. The prices quoted are firm and final and inclusive of all other taxes and duties except GST and no claim on account of any tax/duties will be entertained.
- iii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- iv. The Bidder whose Bid is responsive, complete and in accordance with the Bidding 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-III.

- v. In exceptional circumstances, prior to the expiration of the bid validity period, the Authority may request bidders to extend the period of validity of their Bids. A Bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

3.4 PERFORMANCE SECURITY DEPOSIT AND AWARD OF CONTRACT

- i. The Successful Bidder(s) shall be notified through a Letter of Acceptance (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 (s) 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% of the contract Amount, in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-IV) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of LoA. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations of Agency including warrantee i.e., up to 40 months from the date of LoA.
- iv. An agreement on a non-judicial stamp paper of Rs. 500/- as per format at Annexure-IV shall be executed within 10 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.
- v. After signing of the Agreement & deposition of Performance Security, Purchase Order(s) shall be issued to the Agency/ successful bidder(s) for supply of required paper reams.
- vi. After completion of all contractual obligations including warrantee, 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.

4. SPECIAL CONDITIONS OF CONTRACT

4.1 GENERAL CONDITIONS OF CONTRACT

- 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 material in the good condition to JMRC.
- iii. All goods must be sent freight paid (FoR at JMRC stores, 2nd Floor, RSIC Wing, Udyog

Bhawan, Jaipur) and no payment shall be made by JMRC at the time of receipt of supplies.

- 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.

4.2 DELIVERY SCHEDULE

The Selected Bidder shall ensure that all the required quantities of the ordered reams are supplied as per delivery schedule mentioned herewith.

| S. No. | Detail | Delivery Schedule in Calendar Days |
|--------|--------|---|
| 1. | Supply | Within 07 working days from the issue of Purchase Order |

4.3 DURATION/ VALIDITY OF CONTRACT

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

4.4 PAYMENT TERMS & SCHEDULE

- a. 100% payment against the supplied quantity shall be made after satisfactory delivery of the goods against the supply order.
- b. The Agency shall request for payment to the Authority in writing, accompanied by original GSTIN invoice (in triplicate copy) describing, as appropriate, the goods delivered and related services performed, together with the required documents, and upon fulfilment of all the obligations stipulated in the Contract.
- c. Due Payments shall be made promptly by the Authority, generally within thirty (30) days after submission of an invoice or request for payment by the Agency, which is accepted by the Authority.
- d. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- e. Advance Payments will not be made.
- f. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP, will be deducted from the payments for the respective milestones.
- g. Taxes (If any), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations. If it is required under law to deduct some statutory taxes at source, these will be deducted before the release of such payment(s). Necessary certificate of deduction of Tax at source shall be issued and furnished to the Agency by JMRC.
- h. No amount of interest will be payable by JMRC, in case of delay or on any other count.
- i. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Agency / Supplier to take advantage of such benefits. The Agency shall be obliged to obtain

such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.

- j. The tax (es) as applicable and if quoted extra in the financial bid, shall be paid as per prevalent/ actual rates.

4.5 FAILURE TO SUPPLY OF PAPER REAMS AS PER THE PURCHASE ORDER/ CONTRACT

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.

a. 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 (b) 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 % to of the contract price of the delayed /undelivered stores/ services mentioned above (i.e. the entire actual payable amount in respect of the particular lot with regard to which the delay has occurred) for every week of delay or part of a week unless prior extension of time has not been granted by the authority under clause 4.8 (ii) , subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total contract amount (i.e. the entire actual payable amount in respect of the particular lot with regard to which the delay has occurred) which may be in addition to Risk and Cost action as defined at (c) below.

b. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services 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.

c. 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.

4.6 TERMINATION OF CONTRACT AGREEMENT

- a. 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 services. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.

- b. 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 (a) 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.

4.7 CONCILIATION, ARBITRATION & JURISDICTION

- a. 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 (Corporate Affairs).
- b. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised 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.
- c. 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.

4.8 FORCE MAJEURE

- a. 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.
- b. For purposes of this tender and agreement to be signed in pursuant to this tender process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, 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.
- c. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE – I

CHECK LIST OF DOCUMENTS TO BE ENCLOSED**ENVELOPE: A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

| S. No. | Proposal will contain the following documents : | Whether enclosed |
|---------------|--|-------------------------|
| 1. | All pages of RFP excluding Annexure duly signed by the Authorised Signatory of the Bidder firm. | Yes/No |
| 2. | Annexure – I : This Check List duly ticked and signed | Yes/No |
| 3. | Annexure-II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP) & GCC, duly filled & signed. | Yes/No |
| 4. | Annexure-II, Form-II: Bidder's Profile duly filled, signed | Yes/No |
| 5. | Annexure-IV: Performa of Performance Bank Guarantee | Yes/No |
| 6. | Annexure-V: Performa of Agreement | Yes/No |
| 7. | Cost of Bid document (DD/ Banker Cheque or JMRC receipt) | Yes/No |

ENVELOPE: B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

| S. No. | Proposal will contain the following documents : | Whether enclosed |
|---------------|--|-------------------------|
| 1. | Annexure-III, Financial Bid duly filled in and signed | Yes/No |

ANNEXURE – II, FORM-I

Date:

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF RFP & GCC

We,, having our office at
....., agree
to all the Terms & Conditions of both General Conditions of the Contract (GCC) as
available on the official website of JMRC and of the Request For Proposal (RFP) No.
_____, dated_____ issued by
JMRC for supply of Desktops, associated software & maintenance thereof.

Our offer will remain valid for 90 days from the date of opening of Technical Bid.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – II, FORM-II

BIDDER'S PROFILE AND DOCUMENTS OF THE BIDDER

Please find enclosed signed copy of the Profile, and the other requisite documents as mentioned herein.

| | | |
|-----|--|--|
| 1. | Name of the RFP | RFP FOR SUPPLY OF PAPER REAM |
| 2. | Name of the Bidder Firm | |
| 3. | Date when incorporated/ Registered. | |
| 4. | Profile of the Firm | Proprietor/ Partnership/ Private limited/ Public Limited. Constitution of the firm |
| 5. | Broad business activities carried out by the firm | |
| 6. | Office Address of bidder(With Pin Code) | |
| | Name of contact person | |
| | Telephone Nos. (With STD Code) | |
| | Mobile No. | |
| | Fax Nos. (With STD Code) | |
| | E-mail ID | |
| 7. | GST/TIN Registration No.(As applicable, copy to be enclosed) | |
| 8. | PAN Card No. (copy enclosed) | |
| 9. | (a) Name and designation of the authority that is authorized to sign the tender document | |
| | (b) Address | |
| 10. | Tender Fee | Details of the Cash Receipt/DD/Bankers cheque |
| 11. | Other documents attached : | |
| a) | Registration details | Registration Certificate/ partnership deed/ |
| b) | Certificate of having not black listed as per clause 3.2(4) | |

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

Date

Signature

Place

Name

Seal of Authorised Signatory

Note: Additional pages, duly signed may be attached wherever necessary. Documentary proofs are to be attached.

ANNEXURE-III

FINANCIAL BID

(The filled & signed financial bid is to be placed in financial bid envelop only)

| Tender Inviting Authority: Jaipur Metro Rail Corporation Limited (JMRC) | | | | | | |
|--|--|---|----------------------------------|--------------|------------------|--------------------|
| Name of Work: Supply of Paper Ream | | | | | | |
| RFP No. : F.1(S-43)/JMRC/DC/STORES/2018/06 Dated : 27.06.2018 | | | | | | |
| Bidder Name: | | | | | | |
| PRICE SCHEDULE | | | | | | |
| Sr. No. | Item | Specification | Estimated Quantity (Nos.) | Brand | Unit Rate | Total Price |
| (1) | (2) | (3) | (4) | (5) | (6) | (7)= (4) x (6) |
| 1. | Paper Ream- A4 Size | A grade paper mill, 75 g/m ² (gsm), 210mm X 297mm, 500 sheets, multipurpose paper for copying & printing, color-white | 900 | | | |
| 2. | Paper Ream- A3 Size | A grade paper mill, 75 g/m ² (gsm), 297mm X 420mm, color- white, 500 sheets, multipurpose paper for copying & printing | 20 | | | |
| 3. | Total Amount (in Rs.) | | | | | |
| 4. | GST/Tax @ | | | | | |
| 5. | Total amount including taxes (for evaluation purpose) (S. No. (4)+(5) above) | | | | | |
| 6. | Total (in words) Rupees..... | | | | | |

Note:

- The price quoted above is valid up to 90 days from the date of bid submission.
- The price quoted above shall be FoR inclusive of all other taxes/charge except GST nothing shall be paid extra.
- The evaluation shall be on total cost to JMRC inclusive of all taxes & levis except GST.
- GST shall be payable as per applicable rate at the time of billing.
- Sample Paper attached.

(Signature of Authorised Signatory of the bidder)

ANNEXURE-IV

**PERFORMANCE BANK GUARANTEE {TO BE SUBMITTED BY THE SELECTED
BIDDER ONLY}**

(From a Nationalised/ Scheduled bank having its branch at Jaipur)
(Payable at par at Jaipur)

To,
Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Jaipur.

1. In consideration of Jaipur Metro Rail Corporation Limited (JMRC) (hereinafter called "JMRC") having agreed to exempt M/s (here in after called "the said Supplier" from the demand, under the terms and conditions of RFP No.....dated(Including subsequent clarification/ corrigendum/ amendment, if any), LOA No. dated and subsequent agreement to be signed between JMRC through and (Supplier) for the work(hereinafter called "the said Contract") of Performance Security Deposit for the due fulfilment by the said Supplier of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofSupplier(s) do hereby undertake to pay to JMRC an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We (indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from JMRC. Any such demand made on the bank by JMRC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of JMRC and we (indicate the name of Bank), bind ourselves with all directions given by JMRC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to JMRC any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal or

Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of JMRC under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till JMRC certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Supplier(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the JMRC that JMRC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by JMRC against the said Supplier(s) and to forbear from or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s) or for any forbearance, act or omission on the part of JMRC or any indulgence by JMRC to the said Supplier(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the supplier(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of JMRC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by JMRC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for JMRC to proceed against the supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which JMRC may have obtained or obtain from the supplier.

10. We (Indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of our branches at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above Performance Bank Guarantee is accepted by JMRC
For and on behalf of JMRC

Signature

(Name & Designation)

ANNEXURE-V

AGREEMENT FORMAT**{to be signed by selected bidder(s) and tendering authority}**

An agreement made this _____ (*enter date of Agreement*) between _____ (*enter your firm's name & address*) (hereinafter called "the Supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the JMRC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved Supplier has agreed with the JMRC to supply to the Managing Director, JMRC, Khanij Bhawan, C-Scheme, Jaipur, Rajasthan on behalf of (*enter name of client organisation*) to its various Offices as well as at its branch offices throughout Jaipur, all those articles set forth in our LOA No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the RFP and contract appended herewith and at the rates set forth in the said order.

And whereas the approved Supplier has deposited a sum of Rs. _____ in the form of: -

- a) Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to JMRC.

Now these Presents witness:

- 1) In consideration of the payment to be made by the JMRC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our LOA No. _____ dated ___/___/20___ thereof in the manner set forth in the RFP, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Price bid along with their enclosures.
- 2) The NIB, Bid Form, Scope of Contract, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and along with their enclosures enclosed with the RFP No: F.1(S-43)/JMRC/DC/STORES/2018/ Dated : __.06.2018 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

- 3) Letter of Award Nos. _____ dated _____ issued by JMRC and letter Nos. _____ Dated _____ received from Supplier and appended to this agreement shall also form part of this agreement.
- 4) The JMRC do hereby agree that if the Supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the JMRC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- 5) The mode of payment will be as specified in this bid document/work order.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be affected and completed within the period as specified in the bid document/ work order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be as per provisions available in the bid document/ work order.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the JMRC and the decision of the JMRC shall be final.

In witness whereof the parties hereto have set their hands on the ____ day of ____ (Year).

Signature of the Approved
supplier/ bidder

Signature for and on behalf
of MD, JMRC

Designation:
Date:

Designation:
Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2