

Price Rs. 590/-

JAIPUR METRO RAIL CORPORATION LTD.

Bid No. JMRC/O&S/RS/2019-20/NIB/004

Dated: 01.06.2019

**SINGLE STAGE TWO PART OPEN BID
FOR
SUPPLY OF INDUSTRIAL SAFETY SHOES
(RATE CONTRACT)**

BID DOCUMENT



JAIPUR METRO

100
6.06/19

Jaipur Metro Rail Corporation Ltd.

3rd Floor, Admin Building, Metro Maintenance Depot, Mansarovar, Jaipur -302020

Website: <http://transport.rajasthan.gov.in/jmrc>

Email: gmrs@jaipurmetrorail.in

CIN: U60221RJ2010SGC030630

Table of Contents

| | | |
|-----|---|----|
| 1 | NOTICE INVITING BIDS | 4 |
| 2 | DEFINITIONS | 6 |
| 3 | INSTRUCTIONS TO BIDDERS | 7 |
| 3.1 | GENERAL INSTRUCTIONS TO BIDDERS | 7 |
| 3.2 | ELIGIBILITY CRITERIA OF BIDDERS | 9 |
| 3.3 | COST OF BID DOCUMENT | 10 |
| 3.4 | EARNEST MONEY DEPOSIT (EMD) / BID SECURITY | 10 |
| 3.5 | SUBMISSION OF BID | 10 |
| 3.6 | EVALUATION OF BID DOCUMENTS | 11 |
| 3.7 | AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT | 12 |
| 4 | SPECIAL CONDITIONS OF CONTRACT | 13 |
| 4.1 | GENERAL CONDITIONS | 13 |
| 4.2 | DURATION OF CONTRACT | 14 |
| 4.3 | VARIATION CLAUSE | 15 |
| 4.4 | STATUTORY OBLIGATIONS | 15 |
| 4.5 | PAYMENT TERMS & SCHEDULE | 15 |
| 4.6 | CONCILIATION, ARBITRATION & JURISDICTION | 16 |
| 4.7 | FAILURE TO SUPPLY THE INDUSTRIAL SAFETY SHOES AS PER THE PURCHASE ORDER/CONTRACT | 17 |
| 4.8 | TERMINATION OF CONTRACT AGREEMENT | 18 |
| 4.9 | FORCE MAJEURE | 18 |
| 5 | Formats and Annexures | 19 |
| 6 | FINANCIAL BID (Bill of Quantities) | 39 |



DISCLAIMER

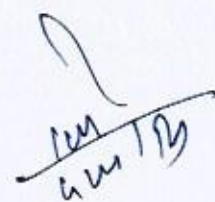
The information contained in this Two part open bid (TPOB) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this bid and such other 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 BID is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this BID. This BID 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 BID 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 BID. The assumptions, assessments, statements and information contained in this BID, 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 BID 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 BID or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the BID and any assessment, assumption, statement or information contained therein or deemed to form part of this BID 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 BID. 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 BID. The issue of this BID 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 Supply 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.

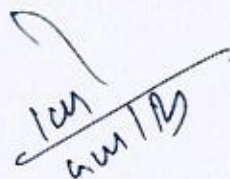


1 NOTICE INVITING BIDS

- i.) Jaipur Metro Rail Corporation (JMRC) invites sealed bids from eligible Industrial Safety Shoes suppliers (hereinafter referred to as bidders) to supply Industrial Safety Shoes for its two categories of staff.
- ii.) The bidders shall submit their bids as per the terms and conditions set forth in this BID Document. Schedule to the invitation of BID/Tender:

| S. No. | Item | Particulars |
|--------|--|--|
| a) | UBN No. Date of publishing on SPPP | |
| b) | Designation and address of the authority inviting Bid | General Manager (RS), JMRC, Jaipur. |
| c) | Open Bid No and date of issue | JMRC/O&S/RS/2019-20/NIB/004 Dated 01.06.2019 |
| d) | Name of work | Supply of Industrial Safety Shoes (Rate Contract) |
| e) | Estimated Cost | Rs. 2,03,550/- |
| f) | Cost of Bid Document (Bid fee) (Non-Refundable) | Rs. 500/- + 18 % GST = Rs. 590/- |
| g) | Earnest Money Deposit (EMD) / Bid Security | Rs. 4071/- (Approximate 2% of the Estimated Cost) Refer clause 3.4 |
| h) | Bid Document Availability Period | From 10.00 hrs of 04. 06 .2019 to 1100 hrs of 05. 07. 2019 |
| i) | Last date for receiving queries/clarifications | Up to 17.00 Hrs. on 10. 06. 2019 |
| j) | Date and Place of of Pre Bid Meeting | 11.30 Hrs on 10.06.2019 Conference Room, D-10, Mansarovar Depot, JMRC, Jaipur |
| k) | Uploading of remarks of Metro Administration to the issues raised in Pre Bid Meeting | Up to 1700 hrs of 13.06.2019 |
| l) | Submission start date/time | 0900 hrs on 14.06.2019 |
| m) | Last date & time for physical submission of Bid at JMRC office | Up to 1500 hours of 05. 07. 2019 |
| n) | Technical Bid Opening Date/Time | 16.00 hours of 05. 07. 2019 |

Signature of bidder (Authorized Signatory)





| | | |
|----|--|---|
| o) | Venue of Submission and Opening of Bid | O/o Mgr/RS/WS, Room no. S09, DCOS Building, Metro Train Depot, Near Ganga Jamuna Petrol Pump, Bhrigu Path, Mansarovar, Jaipur -302020 |
| p) | Websites for downloading Bid Document and subsequent clarification/ modification, if any | http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in |
| q) | Bid Validity | 90 Days from the last date of bid submission |
| r) | Duration of contract | One year with an option of extension as per RTPPR, 2013. |
| s) | Performance Security Deposit | 5% of Contract Amount (as per clause 3.7) |

Note:

1. The time of opening of Financial Bid shall be communicated to technically qualified bidders through email/phone.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. For any clarification regarding the Proposal, the following officer of JMRC may be contacted:

General Manager (RS)
Jaipur Metro Rail Corporation Ltd.,
3rd Floor, Admin Building, Mansarovar Depot,
Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur-302020
Tel. No.0141-5153709, +91-77288-95409
Email: gmr@jaipurmetrorail.in

Handwritten signature

2 DEFINITIONS

| | |
|---|---|
| Agency/ Supplier | The Agency/supplier engaged pursuant to this two part open bid for supply of Industrial safety shoes. |
| Agreement | The Contract Agreement to be executed between JMRC and Successful bidder, subsequent to the Letter of Award, as per the format at Annexure- IV. |
| Authority/ Corporation/JMRC | Jaipur Metro Rail Corporation Ltd. |
| Bidder | The firm or company who submits proposal in response to this bid within the time prescribed for the purpose. |
| Contract Agreement Amount | The contract amount finally approved by JMRC for the entire Supply for the duration of the contract (and extended) pursuant to this bid process, as mentioned in the LOA. |
| Letter of Award (LOA) | Letter from Corporation to selected Agency conveying selection as successful bidder and outlining the terms and rates for the supply. |
| Supply | Shall mean supply of Industrial Safety Shoes to JMRC. |
| Technically Qualified Bidder | A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC. |
| Two Part | 1. Technical Bid 2. Financial Bid |

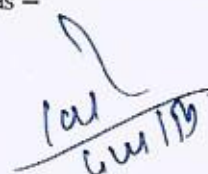

1/11/19
a m / 11/19

3 INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- i.) The GCC (General Conditions of Contract) / SHE Manual (Safety, Health & Environment manual) of JMRC as available on JMRC website <http://transport.rajasthan.gov.in/jmrc> are part to this bid Process and are applicable as a whole on this bid process & the pursuant contract agreement. Bidders are advised to carefully read the GCC / SHE Manual uploaded on the Corporation website.
- ii.) The industrial safety shoes are to be supplied as per technical specifications of industrial safety shoes available at Annexure III.
- iii.) The approximate quantity of the supplies to be made during the contract period is given at Annexure III.
- iv.) By submitting the Proposal, the Applicant agrees to all the points explicitly included in the schedule of requirement & all other terms & conditions mentioned in the BID.
- v.) 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.
- vi.) If any change/deletion is made by the Bidder in the bid document and if the same is detected at any stage even after the award of the tender, full Earnest Money Deposit/Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- vii.) Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwritten. However, whitener should not be used for any alterations.
- viii.) 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.
- ix.) If some of the document/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- x.) The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- xi.) Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the tender liable for rejection.
- xii.) If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.
- xiii.) Any Bid not supported by valid Earnest Money Deposit, Tender fee in acceptable form will be liable to be treated as being non-responsive.
- xiv.) The Earnest Money Deposit is liable to be forfeited 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. The decision of JMRC in this respect shall be final and binding.
- xv.) Bids complete in all respects must be filed not later than the time and date indicated in this BID. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the BID 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.
- xvi.) Prices should be quoted for delivery including transit risk in case it is FOR site / FOR JMRC office, Jaipur.
- xvii.) 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 –

Signature of bidder(Authorized Signatory)





- a) Submitted the Tender 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, Tender fee and Earnest Money Deposit (EMD) or is non-responsive.
 - e) Failed to provide clarifications related thereto, when sought.
 - f) Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.
- xviii) Bidders should be an authorized dealer of offered safety shoes brand.

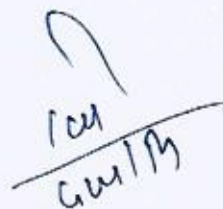
10/11/20
G.M.T.S.

3.2 ELIGIBILITY CRITERIA OF BIDDERS

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|---|---|
| i.) | The bidder firm should be in existence since last three years to last day of the month previous to the one in which the tenders are invited. | a.) Registration certification of the firm / Partnership deed / Certificate of incorporation and registration number etc. (as applicable). b.) Income Tax Registration (PAN). c.) GST Registration. |
| ii.) | The bidder firm should have experience of supplying industrial safety shoes to reputed private companies / Public Sector Companies /Banks /Central and State Government Departments/reputed private organizations during the last three financial years. | a.) Self-Attested copies of orders received (Purchase order, work order etc.) during the last three financial years |
| iii.) | Specifications of safety shoes (Sizes from no. 3 to 11) shall be as given below. Upper- Genuine leather Sole- PU Toe- Steel toecap protection up to 200j Resistance- Oil, acid & electric shock Anti Slip- Specially cleats design with inbuilt shock absorber at sole Color- Black | Any proof for compliance of these specification issued by OEM. |
| iv.) | Bidders should be an authorized dealer/distributor/stockist of offered safety shoes brand. | The proof of Authorized dealer/distributor/stockiest of offered safety shoes brand issued from the OEM shall be submitted. |

1. *Size wise exact quantity shall be communicated at the time of Purchase Order.
2. Safety shoes to be supplied should be of the Brand of Bata / Action / Liberty / Allen Cooper / or any other branded safety shoes supplied to any Metro / Power plant in India (In this regards the copy of purchase order/supplied order is to be enclosed).
3. Total Estimated Quantity of Industrial safety Shoes will be ordered in two separate P.O./Supply order in the ratio of 80:20 of different shoe size.
4. The shoe at the time of supplying shall not be older than six months.

Signature of bidder(Authorized Signatory)



Page 9 of 39

3.3 COST OF BID DOCUMENT

- i. The BID should be submitted in the prescribed Bid document, which may be purchased for Rs. 590 (Rs 500+18% GST) in form of Cash or DD / Banker Cheque drawn in favour of JMRC, payable at Jaipur. The cost of the Bid document is non-refundable.
- ii. The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in. In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/ Banker's Cheque along with the Bid document submitted.

3.4 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- i. EMD can be deposited in the form of Demand Draft / Bankers Cheque of Rs 4,071/- (Rupees Four thousand seventy one only) drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (valid up to 120 days from the last date of Bid submission) in the format enclosed at Annexure-V.
- ii. Bid security shall be 2% (as per RTPPR-42) 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. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013)
- iii. The EMD of unsuccessful Bidders will be discharged/ returned within 30 days after signing of the contract with the successful bidder.
- iv. The EMD of successful Bidder(s), EMD shall be refunded / discharged after deposition of the Performance Security Deposit.

3.5 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 "OPEN RATE CONTRACT FOR SUPPLY OF INDUSTRIAL SAFETY SHOES ", addressed to:

Manager /RS/WS
Room no. S09, DCOS Building,
Metro Train Maintenance Depot,
Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur-302020

and must be dropped in the Bid Box labelled for the purpose and kept at 3rd floor, JMRC Office at the address given above. Bid No. and Date of opening of Technical Bid must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone numbers and e-mail of the Contact Person of the bidder.

Signature of bidder(Authorized Signatory)



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

This sealed envelope should consists of **two separately sealed envelopes** containing the **Technical Bid** (Envelope A) marked clearly as **"Part: A- Technical Bid- RATE CONTRACT FOR SUPPLY OF INDUSTRIAL SAFETY SHOES"** and **Financial Bid** (Envelope B)

Marked clearly as **"Part: B- Financial Bid- RATE CONTRACT FOR SUPPLY OF INDUSTRIALSAFETY SHOES"**.

a) Submission of Part-A: Technical Bid

This Part should contain the Technical Bid consisting of **a copy of this bid document** with each page duly filled in and signed by the Bidder in acceptance of the terms and conditions therein, along with **all due annexures**, all required **documents in support of eligibility, EMD/bid security and cost of tender document**, if downloaded or receipt of payment of tender document cost, if purchased.

All the Annexures shall be duly filled (as applicable), signed on each page to be submitted as part of technical bid. All the documents / papers submitted with the bid should be signed by the bidder / authorised representative.

No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

b) Part-B: Financial Bid

This Part should contain the Financial Bid in the prescribed Format as per clause 6 of table of contents of bid.

3.6 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 bid 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 /attendance sheet evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this BID document.

- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- iv. Financial Bids will remain unopened and the Financial Bids of only those Bidders, who clear Technical evaluation stage, will be opened and evaluated.
- v. The Bidder whose Bid is responsive, complete and in accordance with the BID 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 Grand Total Price quoted by the particular Bidder in the Financial Bid Format given at clause 6.
- vi. The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, etc applicable as on date in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and inclusive of all taxes and duties and no claim on account of such tax/duties will be entertained in the evaluation of tenders. 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.
- viii. If the bid of the successful bidder is substantially below estimate of the contract, the Bidding Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/ reasonability of those prices. After evaluation of the price analysis, the Bidding Authority may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract.
- ix. Notwithstanding anything contained in the Bid Document, The Corporation reserves the right to:
 - accept any tender not necessarily lowest on reasonable ground and justification
 - reject any tender which doesn't fulfil
 - reject all tenders and annul the bidding processwithout assigning any reason at any time before issuance of a letter of award without incurring any liability.

3.7 AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Award (LOA) sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the 'LOA', the Successful Bidder shall return one copy of the LOA duly signed and 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 % amount of contract value in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-VI) in favour of Jaipur Metro Rail Corporation Ltd within 15 days from the date of issue of LOA. 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 i.e., up to Eighteen months from the date of LOA. If the successful Bidder(s) fails to deposit the required performance security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of JMRC.
- iv. An agreement on a non-judicial stamp paper as per format at Annexure - VI shall be executed within 20 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 completion of all contractual obligations and completion of contract period, Performance Security Deposit shall be returned / discharged to the successful Agency after 60 days.
- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be accordingly renewed by the Agency 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

- i. The Agency shall provide industrial safety shoes strictly as per Technical Specifications as per Annexure III of the BID. Size of the shoes shall vary as per requirement and shall be communicated at the time of Purchase Order.
- ii. **Transportation & Packaging:** The Agency shall be responsible for the proper packaging so as to avoid damage under normal conditions of transport and delivery of industrial safety shoes in the good condition to JMRC. In the event of any loss, damage, breakage or any shortage the Agency shall be liable to make good such loss and shortage found at the checking/ inspection by the JMRC during Post-Delivery Inspection. No extra cost on such account shall be admissible.
- iii. All industrial safety shoes must be sent freight paid and no payment shall be made by JMRC on this account at the time of receipt of supplies.

- iv. After sale, support for six months shall be provided by the supplier for any manufacturing / any other defect reported by JMRC.

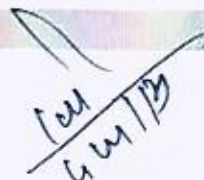
v. **Inspection:**

The goods supplied in packed condition shall be accepted by JMRC representative in packed conditions. After receipt of packed boxes of supplies, the packed boxes shall be opened in the presence of representative of supplier and after completion of inspection, the supplies shall be taken over by JMRC and a receipt of number of packed boxes shall be given to the supplier. The nominated officer from JMRC shall provide the take-over certificate.

vi. **Rejection:**

- a. Shoes not approved during inspection shall be rejected and will have to be replaced by the Agency at its own cost within the time fixed by the Authority.
 - b. If, however, due to exigencies of JMRC work, such replacement either in whole or in part, is not considered feasible, the Authority, after giving an opportunity to the Agency of being heard, shall, for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
 - c. The rejected Shoes shall be removed by the Agency within 7 days of intimation of rejection, after which Authority shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such Shoes as deemed fit, at the Agency's risk and on its account.
- vii. In case of any major defect detected during first two months of delivered supplies, all such supplies will be replaced by the Agency at its own cost.
- viii. Any notice required to be served to the Agency under this agreement shall be deemed to be served if delivered at the Agency's address or sent by Registered post /speed post to the Agency. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if at or sent by Registered post to JMRC. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of dispatch in case of delivery by registered post, whichever is earlier.
- ix. The Agency shall not, create a sub-contract of any description with regard to the supply of shoes.
- x. 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.
- xi. The approved rates shall be valid during the currency of the Contract /extended period of Contract executed between JMRC and successful bidder.

4.2 DURATION OF CONTRACT


4/4/19



The contract shall begin immediately on acceptance of the LOA by the successful bidder. The initial time period of the contract shall be of one year from the date of acceptance of LOA. The Contract shall be extendable for one year on same terms and conditions, at the behest of JMRC. Such extension would be on mutual agreement between JMRC and the Agency.

4.3 VARIATION CLAUSE

The quantity mentioned in the Schedule of Requirement and Financial Bid Format is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Schedule of Requirement and Financial Bid Format during the contract period, as per followings:

- a. If the procuring entity does not procure any subject matter of procurement or procure less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b. At the time of issuance of LOA, JMRC will have the right to increase or decrease up to 20% of the quantity of Industrial Safety Shoes as specified in the bidding document without any change in price quoted and other terms and conditions during the contract period/ extended contract period.
- c. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for supplying the Industrial Safety Shoes during currency of contract.
- d. 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 rule-73 of RTPPR.

4.4 STATUTORY OBLIGATIONS

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

4.5 PAYMENT TERMS & SCHEDULE

Payments to the Agency, after successful completion of the milestones , would be made as under:

| S. No. | Milestone / Deliverable of Respective Lot | Due Payment * | Supporting Documents |
|--------|---|--------------------------------------|--|
| 1. | Receipt of ordered Industrial safety shoes in JMRC Stores and inspection | 90% | 1. Original Invoice (in triplicate copy) 2. Delivery Challan signed by authorized representative of JMRC |
| 2. | Satisfactory performance & support during the period of supply & Six months | Balance 10% after 6 months of supply | 1. Original Invoice (in triplicate copy) 2. Satisfactory performance & support report from JMRC representative. |

Note:

- Advance Payments will not be made.
- Due Payments shall be made promptly by the Authority after the submission of an invoice or request for payment by the Agency, along with requisite documents as mentioned above.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this BID, will be deducted from the payments for the respective milestones.
- 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 Income Tax at source shall be issued and furnished to the Agency by JMRC.
- No amount of interest will be payable by JMRC, in case of delay or on any other count. 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.
- The taxes as applicable and if quoted shall be paid as per prevalent rates.
- Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency by JMRC.

4.6 CONCILIATION, ARBITRATION & JURISDICTION

- 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 GM (RS), JMRC.



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

4.7 FAILURE TO SUPPLY THE INDUSTRIAL SAFETY SHOES AS PER THE PURCHASE ORDER/CONTRACT

The Agency shall supply the industrial safety shoes as per the requirement of the Corporation spelt out in purchase order. Delay in supplies of these industrial safety shoes in terms and conditions of this tender/ contract will be termed as default on the part of the agency/supplier.

i. Liquidated Damages:

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

In the event of the Agency's failure to supply the goods as specified in this contract, the Corporation may, at its discretion, withhold any payment until the completion of the contract. The Corporation may also deduct from the Agency as agreed, liquidated damages amounting to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services 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 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.

iii. Risk and Cost:

(Signature)
GWTB

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

4.8 TERMINATION OF CONTRACT AGREEMENT

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

4.9 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by *force majeure*.
- ii. For purposes of this 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.
- iii. 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.

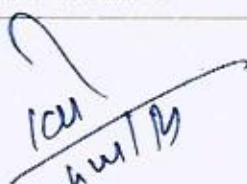


5 Formats and Annexures**CHECK LIST OF DOCUMENTS TO BE ENCLOSED**

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

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 open bid signed by the Authorised Signatory of the Bidder firm. | Yes/No |
| 2. | This Check List duly checked / ticked and signed | Yes/No |
| 3. | Annexure –I: Declaration for acceptance of Terms & Conditions of the BID and GCC duly filled & signed. | Yes/No |
| 4. | Annexure – II : Bidder's Profile duly filled and signed | Yes/No |
| 5. | Copy of Registration Certificate of firm / Partnership deed / Certificate of incorporation / TIN / VAT / CST/GST Registration number, etc. (as applicable) | Yes/No |
| 6. | Copy of Income Tax Registration (PAN) | Yes/No |
| 7. | Self-Attested copies of orders received (Purchase order, work order etc.) / executed during the last three financial years. | Yes/No |
| 8. | Annexure – III : Schedule of Requirement and Technical specification, duly signed | Yes/No |
| 9. | Annexure – IV : Format of Contract Agreement, duly signed on each page | Yes/No |
| 10. | Annexure – V : Format of Bank Guarantee for the Bid Security / EMD, duly filled (if applicable) and duly signed on each page | Yes/No |
| 11. | Annexure VI : Format of Bank Guarantee for Performance Security Deposit, duly signed on each page | Yes/No |
| 12. | Annexure – VII: Format for Power of Attorney for signing of bid, duly filled & notarized (if applicable) and signed on each page | Yes/No |
| 13. | Proof of payment of Bid fee (Cash receipt / DD / Bankers Cheque) | Yes/No |
| 14. | Proof of payment of EMD (Cash receipt / DD / Bankers Cheque) | Yes/No |
| 15. | Annexure – VIII : Certificate Of Conformity/No Deviation page | Yes/No |
| 16. | Annexure – IX : Grievance Redressal during Procurement Process | Yes/No |
| 17. | Annexure – X : Memorandum of Appeal: [See rule 83] | Yes/No |
| 18. | Annexure – XI : BANK DETAILS FOR E-PAYMENT | Yes/No |



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

| S. No. | Proposal will contain the following documents : | Whether enclosed |
|--------|---|------------------|
| 1. | Financial Bid duly filled in and signed as per Clause 6 | Yes/No |

Important: Please note that the rates quoted shall be mentioned in the Financial Bid form only (to be submitted in envelope-B and not on any other page of the BID Document.


10/11/2019



ANNEXURE – I

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE BID AND GCC

We,, having our office at,
agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) and of the Request For Proposal (BID) No. _____ dated _____ issued by JMRC for selection of Agency for supply of industrial safety shoes to JMRC, Jaipur. Our offer will remain valid for 90 days from the last date of Bid submission.

I also certify that the details furnished in the bids, various enclosures and other documents are true and correct to the best of my knowledge.

Date

Signature

Place

Name

Seal of Authorised Signatory

10/11/19
G.M.T.B.

ANNEXURE – II

BIDDER'S PROFILE

| | | |
|-----------|---|---|
| 1. | Name of the Work | Supply of Industrial Safety Shoes to JMRC |
| 2. | Name of the Bidder Firm | |
| 3. | Date of incorporation / registration (copy enclosed) | |
| 4. | Profile of the Firm (Proprietor / Partnership / Private limited / Public Limited) | |
| 5. | Registered Office Address (With Pin Code) | |
| | Telephone Nos. (With STD Code) | |
| | Fax Nos. (With STD Code) | |
| | E-mail ID | |
| | Website | |
| 6. | Service Tax / Excise Tax Registration No.(As applicable) (copy enclosed) | |
| 7. | PAN Card No. (copy enclosed) | |
| 8. | TIN/VAT/CST/GST Number (copy enclosed) | |
| 9. (a) | Name and designation of the Chief Executive of the firm | |

Handwritten signature and date 4/4/19

| | | |
|------------|--|--|
| (b) | Address | |
| 10. (a) | Name and designation of the authority that is authorized to sign the tender document | |
| (b) | Address | |
| 11. | Tender Fee (Details of the Cash Receipt / DD/Bankers cheque) | |
| 12. | EMD details(Details of the Cash Receipt / DD/Bankers cheque) | |
| 13. | Bank address with RTGS Account Details | |

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

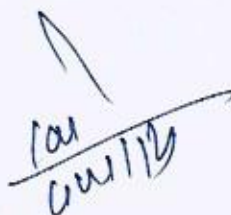
Date

Signature

Place

Name

Seal of Authorised Signatory



ANNEXURE-III
SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

The Agency shall carry out all activities covering manufacturing, supply of industrial safety shoes, quality inspection in coordination with JMRC or its authorized representative, as mentioned hereunder. The tentative schedule of requirement is as-mentioned hereunder.

| Sr. No. | Material/ Particular | Product Specification | | Quantity Required |
|---------|---|-----------------------|---|-------------------|
| 1 | Safety Shoes of various sizes from no. 3 to 11* | Upper | Genuine leather | 250 Nos. |
| | | Sole | PU | |
| | | Toe | Steel toecap protection upto 200j | |
| | | Resistance | Oil, acid & electric shock | |
| | | Anti Slip | Specially cleats design with inbuilt shock absorber at sole | |
| | | Color | Black | |
| 2 | Offered brand should be among Bata/Action/Liberty & Allen Cooper. | -- | -- | |

Note:

- *Size wise exact quantity shall be communicated at the time of Purchase Order.
- Safety shoes to be supplied should be of the Brand of Bata / Action / Liberty / Allen Cooper / or any other branded safety shoes supplied to any Metro / Power plant in India (In this regards the copy of purchase order/supplied order is to be enclosed).
- Total Estimated Quantity of Industrial safety Shoes will be ordered in two separate P.O./Supply order in the ratio of 80:20 of different shoe size.
- The shoe at the time of supplying shall not be older than six months.

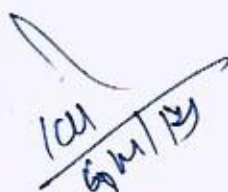
Date

Signature

Place

Name

Seal of Authorised Signatory



ANNEXURE-IV

FORMAT OF CONTRACT AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ two thousand _____ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Khanij Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, hereinafter called the "CORPORATION" of the one part, represented by _____ (designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

and

(Name of the successful bidder) represented by _____ of the other part, hereinafter called the "AGENCY" (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

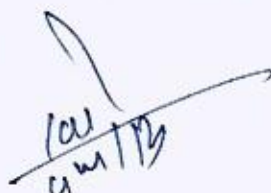
WHEREAS

- (A) the Corporation requires an Agency for supply of Industrial Safety Shoes to JMRC, as defined in the BID document attached to this Agreement (hereinafter called the "Schedule of Requirements").
- (B) the Agency, having represented to the Corporation that they are engaged in manufacturing and supply of industrial safety shoes have been selected to supply the industrial safety shoes on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - i. The BID Document in its entirety along with all its Annexures, Appendices etc.
 - ii. Addenda and/or Corrigenda to the BID Document, if issued by the Corporation.
 - iii. The Letter of Award issued by the Corporation in favour of the Agency.
 - iv. General Conditions of Contract (GCC) as available on JMRC's website.
 - v. SHE manual, as available on JMRC's website
2. Duration of contract

The contract shall begin immediately on acceptance of the LOA by the successful bidder. The initial time period of the contract shall be of one year from the date of acceptance of LOA. The Contract shall be extendable for one year on same terms and conditions, at the behest of JMRC. Such extension would be on mutual agreement between JMRC and the Agency.



3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:
- a) The Agency shall provide the supplies as per the Schedule of requirement as specified in the BID document and shall fulfil its obligations towards the Corporation specified therein in conformity within the time schedule. Further, the Agency shall provide the supplies and carry out its obligations hereunder with all due diligence, efficiency and economy. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Supplier to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and
 - b) The Corporation will make payments to the Agency in accordance with the Letter of Award.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.


Authorised Signatory
For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory
For _____ (Agency)

Witness:

- a) Name and Address
- b) Name and Address

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


10/1
CM/13

ANNEXURE – V

FORMAT OF BANK GUARANTEE FOR THE BID SECURITY/ EMD
(To be submitted by the bidder along with bid-If applicable)

To,

General Manager (Rolling Stock)
Jaipur Metro Rail Corporation Limited (JMRC),
3rd Floor, Admin Building, Mansarovar Depot,
Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur-302020
Sir,

1. In accordance with your BID for engaging Agency for supply of industrial safety shoes to JMRC vide Bid No. JMRC/O&S/RS/2019-20/NIB/004, M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the BID document.

It is a condition in the BID document that the Bidder has to deposit Earnest Money amounting to Rs. _____/- (Rupees _____ only) in respect to the tender, With Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as "JMRC") by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e. 120 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum Rs. _____/- (Rupees _____ only) to the JMRC as earnest money deposit.

2. Now, therefore, we the (Bank) a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether Bid security amount required to be deposited by the Bidder in respect of the said open bid without any reason.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be

obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs. _____/- (Rupees _____ Only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. (Bidder) and/ or Dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____/- (Rupees _____ only) and our guarantee shall remain in force till 30 days after the bid validity date (i.e. 120 days from the last date of bid submission). And unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Article 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 under the Power of Attorney issued by the bank in your favour.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank



Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Signature of bidder(Authorized Signatory)

Telephone Numbers

Fax numbers.....

In presence of:

WITNESS (with full name, designation, address & official seal, if any)


(1)

(2)

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

General Manager (Rolling Stock)
Jaipur Metro Rail Corporation Limited (JMRC),
3rd Floor, Admin Building, Mansarovar Depot,
Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur-302020

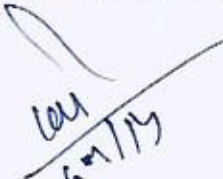

10/11/19

ANNEXURE – VI

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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

1. In consideration of Jaipur Metro Rail Corporation Limited, Jaipur(hereinafter called JMRC, Jaipur) having agreed to exempt _____ (here in after called the said Agency from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment by the said Agency of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, _____ (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Agency's do hereby undertake to pay to JMRC, JAIPUR, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the JMRC, JAIPUR, _____ by reason of any breach by the said Agency's of any of the terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the JMRC, JAIPUR, _____ reason of breach by the said Agency of any of the terms & conditions contained in the said agreement or by reason of the Agency failure to perform the said Agreement. Any such demand made on the bank
Shall be conclusive as regards the amount due and payable by the bank under this Guarantee where the decision of the JMRC, JAIPUR, _____ In these Counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to JMRC, JAIPUR, _____ any money so demanded without assigning any reason.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of Eighteen months from date herein and further agree to extend





the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till JMRC, JAIPUR, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the JMRC, _____ that JAIPUR,

JMRC, JAIPUR, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by JMRC, JAIPUR, _____ against the said Agency and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, and or any omission on part of the JMRC, JAIPUR, _____ or any indulgence by JMRC, JAIPUR, _____ to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

1st
Gm/B

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

General Manager (Rolling Stock)
Jaipur Metro Rail Corporation Limited (JMRC),
3rd Floor, Admin Building, Mansarovar Depot,
Near Ganga Jamuna Petrol Pump,
Mansarovar, Jaipur-302020


100
Cm / B

ANNEXURE-VII

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

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 **"RATE CONTRACT FOR SUPPLY OF INDUSTRIAL SAFETY SHOES (BID No. JMRC/O&S/RS/2019-20/NIB/004"** 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 2019.

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

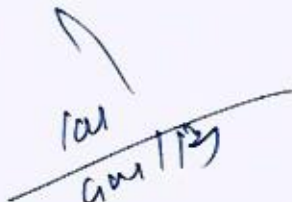
Accepted
(Signature, Name, Designation and Address of Attorney)

Witnesses:

1. 2.

Note:

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





ANNEXURE -VIII

Certificate Of Conformity/No Deviation {to be filled by the Tenderer}

To,

General Manager (Rolling Stock)
JAIPUR METRO RAIL CORPORATION LTD,
Room no322, 3rd Floor, Admin Building,
Mansarovar Metro Train Depot,
Bhrigu path, Mansarovar, Jaipur – 302020
Tel: 0141-2822109
Email: gmrs@jaipurmetrorail.in

CERTIFICATE

This is to certify that, the specifications of Services / Items which I/ We have mentioned in the Technical/financial bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Tenderer: -
Authorized Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

101
Gmt/B

ANNEXURE -IX

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Director (O&S) JMRC, JAIPUR.**

The designation and address of the Second Appellate Authority is **CMD, JMRC, and JAIPUR.**

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

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

101
awt/13



(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.


10/11/19
A.M.T.B



ANNEXURE -X

Memorandum of Appeal: [See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of.....

Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
..... (Supported by an Affidavit).

7. Prayer:

Place.....

Date

Appellant's Signature

rcu
gum / B



ANNEXURE -XI

BANK DETAILS FOR E-PAYMENT

Beneficiary name :
Beneficiary Address :

| | |
|----------------|-----------|
| Line-1: | |
| Line-2: | |
| District/City: | State: |
| Pin Code: | Tele/Fax: |
| Mobile alert: | |
| | |
| | |
| | |
| | |
| | |

Bank Details:

| | |
|--------------------------------|---|
| Bank Name: | |
| Branch Name and Address: | |
| | |
| Beneficiary A/C No. | Beneficiary A/C Type (Saving/Current): |
| Beneficiary A/c Name: | |
| | |
| Nine - Digit branch MICR Code: | |
| IFSC Code of the branch: | |

Stamp & Signature of Authorized Signatory

*for
auth*



6 FINANCIAL BID (Bill of Quantities)

(Amount in Rupees)

| Sr. No. | Material/ Particular | Make & Modal | Quantity (Nos.) | Rate per Shoes (Rs.) | Total Price (Rs.) |
|---------|----------------------|--------------|-------------------------|----------------------|-------------------|
| A | B | C | D | E | F=D*E |
| 1 | Safety Shoes | | 250 | | |
| | | | GST @ % _____ % | | |
| | | | Total | | |
| | | | Any other tax @ _____ % | | |
| | | | Grand Total Price | | |

Terms:

- Amount quoted above is inclusive of all statutory taxes, levies, charges except GST, rate of which is quoted separately as above. Nothing will be paid extra by the Corporation in addition to the bid amount quoted above.
- The element of Rajasthan value added tax shall be excluded from the rate quoted by firms of Rajasthan and element of CST shall be included in the rate of firms from outside Rajasthan for evaluation purpose.
- If any other tax is to be paid extra, the same is to be quoted above.

Date

Signature

Place

Name

Seal of Authorised Signatory

*rat
amt*