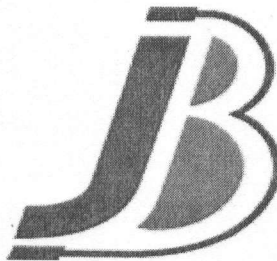


OCTOBER 2020

**BID FOR
RATE CONTRACT
FOR
SUPPLY OF
THERMAL PAPER ROLLS**



e-Bid Document

SHORT TERM E-BID NO. 14/2020-21

JAIPUR CITY TRANSPORT SERVICES LIMITED

Regd. Off. 2nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi Tonk Road, Jaipur
Office ph. 0141 – 2744562 e-mail - jctsl.bus@gmail.com Pin Code - 302015

For

RATE CONTRACT FOR SUPPLY OF THERMAL PAPER ROLLS

Single Stage, Two-envelope unconditional Bids are invited from Manufacturers / Authorized Dealers/ Distributors for the procurement of Thermal Paper Rolls of 56 GSM suitable for hand held Electronic Ticketing Machines for JCTSL buses:-

Estimated cost of Bid	Rs. 30.00 Lac Approximate
Completion Period	30 Days from issue of supply order
Bid form Cost	Rs. 1180 with GST (Non-Refundable) in favour of "JCTSL" payable at Jaipur,
RISL Processing Fees	Rs. 500/- (Non-Refundable) in favour of MD, RISL payable at Jaipur
Bid Security in form of DD and BG	Rs. 60,000.00/- (Refundable) DD should be in favour of "JCTSL" payable at Jaipur and BG should be valid 3 months beyond bid Validity Period.

PROGRAMME FOR SHORT TERM E-BIDDING

S.N.	Subject	Date & Time
1.	Publishing Date	10-10-2020 at 01:00 pm
2.	Document Download Start Date	10-10-2020 at 02:00 pm
3.	Pre-bid Meeting Queries (queries document/file send in word format also)	12-10-2020 upto 02:00 pm
4.	Pre-bid Meeting	12-10-2020 at 03:00 pm
5.	Minutes of pre-bid meeting upload date	14-10-2020 upto 06:00 pm
6.	Bid Submission Start Date	14-10-2020 at 06:30 pm
7.	Bid Submission End Date	19-10-2020 at 02:00 pm
8.	Technical Bid Opening Date	19-10-2020 at 03:00 pm
9.	Financial Bid opening Date	Will be intimated to Technically Qualified Bidders
10.	Last Date for Submission of Demand Draft/ Banker Cheque of Bid Cost, RISL processing Fees and Bid security in physical form.	19-10-2020, 02:00 pm
<p>Contract person for any clarification and details CHIEF FINANCIAL OFFICER, JCTSL, JAIPUR Office no. 0141-2744562, Mobile no. 9983907707 Email : jctsl.bus@gmail.com Address – 2nd Floor, Old Working Women Hostel, Near Police Head Quarter, Lal Kothi, Tonk Road, Jaipur-302015</p>		

The Bid shall only be submitted through online Bidding system of www.eproc.rajasthan.gov.in. The interested bidders shall have to be enrolled/ registered with portal of www.eproc.rajasthan.gov.in for participating in the Bidding process.

For details visit our website <http://transport.rajasthan.gov.in/jctsl>. <http://sppp.rajasthan.gov.in> or contact Managing Director JCTSL.



TERMS & CONDITIONS:-

1. The Bid Document is not transferable under any circumstances. Bid shall be submitted online only through <http://eproc.rajasthan.gov.in>. The interested bidders shall have to be enrolled/ registered with portal of <http://eproc.rajasthan.gov.in> for participating in the Bidding process.
2. No physical/offline Bid shall be accepted.
3. Validity of bid shall be 90 days from the date of opening of the technical Bid.
4. Estimated Quantity is approximate Quantity. Actual quantity may decrease or increase as per actual requirement.
5. Price Preference and Purchase Preference shall be given to micro, small & medium enterprises situated in Rajasthan as per Rajasthan Gazette Notification of Finance Department dated 19 November, 2015 and Rajasthan Transparency in Public Procurement Rules- 2013. So bidders are requested to read the instructions in the document / Bid and Rajasthan Gazette Notification of Finance Department dated 19 November, 2015 before submitting the Bid online.
6. The Bid Security @ 2% of estimated value of subject matter of procurement shall be in the form of Demand Draft/ Banker Cheque of Scheduled Bank drawn in the name of "JCTSL" payable at Jaipur. Bid Security shall be refundable or adjustable in Performance Security if any. Bid Security may also be submitted in form of Bank guarantee (in prescribed Performa available in bid document) as per Bid Security Conditions mentioned in the document.
7. Bid Cost (Non Refundable) Rs. 1180 with GST (One Thousand One Hundred Eighty only) should be in the form of DD/BC in the name of "JCTSL" payable at Jaipur.
8. RISL Processing fees (Non Refundable) Rs. 500/- (Five Hundred only) for should be in the form of Demand Draft/Banker Cheque of Scheduled Bank drawn in the name of **Managing Director, RISL** payable at Jaipur.
9. All DDs/BCs and Bank Guarantee shall be submitted in the office of the JCTSL, Jaipur upto schedule date and time.
10. All expenses/ Tax other than GST under the contract shall be paid by the Bidder.
11. Conditional Bids and casual letters sent by the bidders will not be accepted.
12. The terms & conditions of the Bid may also be seen on the website of JCTSL. <http://transport.rajasthan.gov.in/jctsl>.
13. The JCTSL reserves right to cancel the BID without assigning any reason to the Bidders or anyone else.
14. The Law relating to procurement - Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.

Chief Financial Officer
JCTSL Jaipur



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JAIPUR CITY TRANSPORT SERVICES LIMITED

CIN No.:U60210RJ2008SGCO25819

Regd. Off. 2nd Floor Old Working Women Hostel, Behind Nehru Place, Lal Kothi Tonk Road, Jaipur - 302015
Office Ph. 0141 - 2744562; Fax No. 0141-2744562; E-mail - jctsl.bus@gmail.com;
Website - <http://transport.rajasthan.gov.in/jctsl>



No. F3(113)Fin/JCTSL/Thermal-Paper-Roll/2020-21/D- 3753

Date: 10 - 10 - 2020

Short Term Notice Inviting e-Bid: - 14/2020-21
SPPP UBN JCT2021GLOB00013

Jaipur City Transport Services Ltd. invites RFP for Rate Contract for Supply of Thermal Paper Rolls from the manufactures, authorized dealers/ distributors through single stage two envelop bids upto 02:00 pm on 19-10-2020.

Detailed notification/ bid documents can be from website <http://sppp.raj.nic.in>, <https://eproc.rajasthan.gov.in> and JCTSLs website <http://transport.rajasthan.gov.in/jctsl>.

Chief Financial Officer

JCTSL, Jaipur

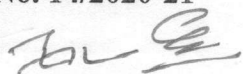
मुख्य वित्तीय अधिकारी
जयपुर सिटी ट्रांसपोर्ट सर्विसेज लिमिटेड
पुलिस मुख्यालय के पास, लाल कोठी
टोंक रोड, जयपुर -302015

Section-I**Definitions**

Definitions of the following words given in the bid document should be understood as under:-

1. Act - Means "The Rajasthan Transparency in Public Procurement Act- 2012"
2. Rule- Means "Rajasthan Transparency in Public Procurement Rules- 2013"
3. Government - Means "Government of Rajasthan"
4. Procuring Entity - Means "JCTSL, Jaipur"
5. Procuring Item - Means "Thermal Paper Rolls of 56 GSM suitable for hand held Electronic Ticketing Machines for JCTSL buses" as per detailed specification mentioned in Section III under "Specifications".
6. Micro, Small and Medium Enterprises – Means the micro, small and medium enterprises classified under sub section (1) of section 7 of the Micro, Small and Medium Enterprises Development Act, 2006 and situated in Rajasthan and recognized by the Industries Department as such; (as per Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.)
7. Local Enterprise – means an industrial undertaking or a business concern or any other establishment by whatever name called, engaged in the manufacture or production of goods, in any manner, pertaining to any Industry specified in the first schedule to the Industries (Development and Regulation) Act, 1951, situated and have received their acknowledgement of Entrepreneurs Memorandum –II/Udyog Aadhaar Memorandum and registered in the State of Rajasthan; (as per Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.)
8. Price Preference – means the mode of evaluating the price bids, specified hereinafter, between local enterprises and enterprises from outside the State of Rajasthan; (as per Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.)
9. Purchase Preference – means preference in purchase, for local enterprises i.e. micro, small & medium enterprises situated in Rajasthan. (as per Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.)
10. Bidder - Means "Any Manufacturer or authorized dealer of Distributor etc. participating in a procurement process with Procuring Entity"
11. Successful Bidder - Means "the bidder whose price bid considered Lowest"
12. Approved Supplier- Means "Bidders who has awarded supply order"
13. Supply- Means "Quantity of Item for which orders has been given to bidder from Procuring Entity for supply to him" Supply shall be made at Todi and Vidyddhar Nagar Depots of JCTSL.

Note:- General terms and Conditions of bid shall be the part of the agreement. After the agreement, wherever bidder is written in the General terms & conditions of bid, should be read as "approved supplier".



Section-II**Instructions to bidders for online submission of e-Bid**

1. The bidder who are interested in bidding can download Bid documents from <http://eproc.rajasthan.gov.in>
2. Bidders who wish to participate in this Bid will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online Bid, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Signature Certificate need not to procure a new Digital Signature Certificate. Contact No. 0141-4022688 (Help Desk 10 AM to 6 PM on all working days) email : eproc@rajasthan.gov.in, Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
3. Bidders shall submit their offer on-line in electronic format.
4. DDs/Banker Cheques/ Bank Guarantee for Bid Security, Bid document fee, RISL bid processing fee should be submitted manually in the office of Bidding Authority (JCTSL,) before scheduled date & time as mentioned in NIB. Scanned copy of DDs should be uploaded along with the online Bid.
5. **Before electronically submitting the Bid, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.**
6. Training for the bidders on the usage of e-Bidding system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
7. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-Bidding process.
8. Bidders shall have to enter the documents in the "cover" as per the following order :-

(A) The document cover (in PDF/JPG format)

Scanned copy of DD/ Banker's Cheque for Bid Form fee in favour of "JCTSL", payable at Jaipur in **Annexure -P**

- (1) Scanned copy of DD/Banker's Cheque/Bank Guarantee for Bid Security in favour of "JCTSL", payable at Jaipur in **Annexure -P**
- (2) Scanned copy of DD/Banker Cheque for RISL Processing Fees in Favour of **MD RISL** payable at Jaipur in **Annexure -P**
- (3) Scanned copy (signed & sealed) of the Bid document along with the supporting papers and relevant annexure (except BoQ Sheet) for evaluation of Bid.

(B) Price Bid(BoQ) Cover (.xls format)

This is indicative format only, price not to be mentioned here to be filled in price bid (BoQ) only,

The Price Bid (BOQ) must be uploaded after entering required columns:-

NAME OF BIDDER.....

Sl. No.	Item Description	Required Quantity	Unit	Net Rate per Roll Excluding GST	Central GST/IGST	Rajasthan GST/ Other state GST	Total Rate per Unit in Rs. (5+6+7)
1	2	3	4	5	6	7	8
	Thermal Paper Rolls of 56 GSM suitable for hand held Electronic Ticketing Machines for JCTSL buses" as per detailed specification mentioned in Section III under "Specifications".		Per Roll				

1. Bidders shall enter name of the firm on BoQ Only.
2. Bidders are requested not to edit or change any item or quantity.
3. Rates are to be filled only on BoQ (in xls format) sheet only.
4. Rate should be quoted Item wise/Sub item wise, as required in BoQ.
5. The rate quoted by the firm in column no. 5 should be inclusive of Excise Duty, Insurance, Packing and forwarding charges & Other Expenses. CGST and SGST should be quoted separately in respective columns in BoQ.

Note:

1. All bidders are advised not to wait last date and submit their Bid at the earliest.
2. JCTSL, Jaipur shall not be responsible for any inconvenience in website and no extension in deposition of Bid be allowed for any bidder.

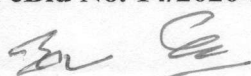
Section-III**SPECIFICATIONS OF "PROCURING ITEM"****(Thermal Paper Rolls)**

S. N.	Part No. / Size	Nomenclature	Estimated Quantity
1.	Thermal Paper Roll suitable for Hand Held Electronic Ticketing Machine, One side (Front) Single Color Printing with JCTSL Logo as per following Dimensions/ specification:- i. GSM:- 56 GSM (Less carbon) ii. Length:-13mtr iii. Width:- 55 mm (Including core length) iv. Core:- Plastic v. Core ID:- 12.5 mm Brightness of paper roll should be 85% (On side (front) single color printing with JCTSL logo and "roll end" make for the last half meter)		Aprox. 90000 Rolls per quarter. Total 3,60,000 Rolls in 01 year.

Note:-

- 1) The Roll should be packed in a good quality box.
- 2) The brand name should be mentioned on each Roll.
- 3) Each roll should be properly packed to avoid sort of loss or damage to the rolls, including safety from weather effects etc.
- 4) The rolls should have logo of JCTSL and end mark i.e. indication of end of paper roll.
- 5) F.O.R. JCTSL, Todi, Sanganer, Bagrana & Vidyadhar Nagar Depot, Jaipur


Chief Financial Officer
JCTSL JAIPUR



Section-IV**QUALIFICATION CRITERIA FOR BID**

Only Thermal Paper Roll Manufacturer companies, Authorised Dealers and Distrubutors can participate in bidding. The bidder should have following potentials:-

1. The bidder should submit his registration certificate as manufacturer/ Authorised Dealer and Distrubutor and Authorigation certificate of Manufacturer in cash Authorised Dealer and Distrubutor is participating in bid.
2. The bidder should submit BID APPLICATION duly filled and signed in prescribed Performa (Annexure-A) given in the bid document.
3. The Bidder should have achieved a minimum average annual net turnover of Rs. 30.00 Lac in the financial year's 2017-18 to 2019-20. A statement should be submitted in prescribed Performa (**Annexure-B**) given in the bid document duly signed by concerned C.A. & bidder.
4. The Bidder should have experience in supply of Thermal Paper Rolls to any Department, Undertakings, Corporations and Autonomous bodies of the State / Central Government and private companies at least of Rs. 10.00 Lac. in the last three financial years from 2017-18 to 2019-20. A statement should be submitted in prescribed Performa (**Annexure-C**) given in the bid document.
5. The Bidder should submit copies of GST Registration and copy of pan card.
6. Bidder should Deposit Bid Security & Bid form fee, RISL Processing fee by DD/Bankers Cheque/Bank Guarantee as mentioned in Bid Document and should submit scanned copies of the same in Annexure P.
7. Bid Document duly signed and stamped should also be submitted with bid as mentioned in the Check List of bid.



Section - V**CHECK LIST FOR BID**

(All documents must be signed by the bidder. Annexures must be submitted as mentioned in the concerned annexure.)

Note- Page number/serial number should be given to each and every page of Bid Document and photocopies of the Note- Page number/serial number should be given to each and every page of Bid Document and photocopies of the documents attached.

S. No.	Particulars	Enclosed (Yes/No)	Page No
1	Registration Certificate as Manufacturers /Authorised Dealer / Distrubutor. Issued by Govt Department/body		
2	Authorigation certificate of Mamufacturer in cash Authorised Dealer or Distrubutor is participating in bid.		
3	Copies of GST registration PAN card		
4	Copy of PAN card		
5	Annexure- A BID APPLICATION duly filled and signed		
6	Annexure-B AUDITED AVERAGE ANNUAL NET TURNOVER STATEMENT		
7	Annexure- C Statement of Past Supplies & Performance with the copies of relevant supply orders.		
8	Section- VI - Details of Bidder		
9	Section- VII - General Terms & Conditions of Bid (signed & sealed)		
10	Annexure- D Declaration of Capacity		
11	Annexure- E Affidavit regarding acceptance of Bid terms & conditions		
12	Annexure- G Technical Undertaking		
13	Annexure- H Financial Undertaking		
14	Annexure- I Compliance with the Code of Integrity and No Conflict of Interest		
15	Annexure- J Declaration by Bidder regarding Qualifications		
16	Annexure- K Grievance Redressal during Procurement Process		
17	Annexure- L Format of Agreement		
18	Annexure- M Format of Security cum Performance Bank Guarantee		
19	Annexure- N Delivery & Receipt		
20	Annexure- O Undertaking for Guarantee Clause		
21	Annexure- P Scanned Copies of DDs/ Bankers Cheques for Depositing Bid Security, Bid Document Fee & RISL Processing Fee.		
22	Copy of Bid Security (If submitted in form of Bank Gurantee)		
23	In lieu of bid security, a bid securing declaration shall be submitted from Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.		
	Bid Document duly signed and stamped should also be submitted with bid		

Section-VI**e-BID FORM FORM****“PROCURING ITEM” (Thermal Paper Rolls of 56 GSM suitable for hand held Electronic Ticketing Machines for JCTSL buses)****NOTICE INVITING SHORT TERM E-BID NO. 14/2020-21**

1.	Name of the Firm	
2.	Telephone No.	
3.	Mobile No.	
4.	Email ID	
5.	Office Address of the Firm	
6.	Constitution of the Firm whether whether Proprietorship/ Partnership/ Company/ Cooperative Society/Federation	
c)	In case of Company	
i)	Regd. No. of the Company	
ii)	Name and Address of the Directors of the Company (Attach separate sheet if space is insufficient)	
7.	Name , Designation and Address of Authorized Singnatory in this Bid	
8.	BANK DETAILS OF BIDDER	
	Name in the Bank A/C	
	Name of Bank	
	Name of Branch	
	Bank Branch IFSC Code	
	Account Number	
9.	GST Nos.	
10.	PAN No. of the Bidder	
11.	TAN Number of Bidder	
		<u>Signature of the Bidder with Seal</u>
		(Name: -----)
		(Designation -----)

*In case of authorized representative signing this document enclose copy of the Authority letter.



Section-VII**GENERAL TERMS & CONDITIONS OF BID**

Important Instructions:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” and “Rajasthan Transparency in Public Procurement Rules, 2013” under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail. However, wherever additional provisions are given in the document to safe guard in the interest of government. The provisions of document shall prevail.

BIDDERS SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY TO IT STRICTLY WHILE SUBMITTING THEIR BIDS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE BID NOTICE/CATALOGUE; HE SHOULD REFER THESE TO THE MANAGING DIRECTOR, JCTSL, JAIPUR BEFORE SUBMITTING BIDS AND OBTAIN CLARIFICATIONS. THE DECISION OF THE MANAGING DIRECTOR, JCTSL, JAIPUR SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

1. e-Bids are invited from Manufacturers/ Authorized Dealers/ Distributors situated in India for Supply of “Thermal Paper Rolls”. If the Manufacturer is registered out of India than only his authorized dealer, who is registered in India can participate in BID.
2. Bidder should submit relevant documents as mentioned in Qualifying Criteria, Check List of Bid & other document information required in the bid document.
3. Bidder should submit bid form with signature & seal on each page.
4. No Bid will be accepted after due date & time fixed for receiving of Bid.
5. If the last date fixed for receiving relevant documents in the office is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.
6. The JCTSL reserves the right to reject any or all the Bids without assigning any reason thereof.
7. Validity of bid shall be 90 days from the date of opening of the technical Bid.
8. Estimated Quantity is approximate Quantity. Actual quantity may decrease or increase as per actual requirement.
9. Bids shall be submitted to “JCTSL through eproc.rajasthan.gov.in
10. Before the last date for the receipt of bid, JCTSL may amend any of the bid conditions, as may be desired and if such amendments is absolutely necessary the same shall be communicated to intending bidders through website www.transport.rajasthan.gov.in/jctsl and <http://sppp.rajasthan.gov.in>
11. Manufacturer/Authorized dealers who are black listed by the Government of India/any State Government/ any union Territory/ Govt. Agency are not entitled to file the Bid. If



11. Manufacturer/Authorized dealers who are black listed by the Government of India/any State Government/ any union Territory/ Govt. Agency are not entitled to file the Bid. If the Manufacturer/Authorized dealer already blacklisted files a Bid in "Benami" name, the Bid shall stand rejected apart from forfeiture of Bid Security furnished.
12. Minors are not eligible to file Bid.
13. Bid should not be submitted for the "Procuring Item" for which the Firm/Company has been blacklisted/ banned/ debarred either by Bid Inviting Authority or Govt. of Rajasthan or by any other State/ Central Govt. and its agencies. This also applies to the firm/company for its Allied/ sister firms and units. The concern/ company/ firm which stand blacklisted/ banned/ debarred either by Bid Inviting Authority or Govt. of Rajasthan or by any other State/ Central / UT Government on the date of bid submission shall not be eligible to participate in the bid.
14. Documents as per the directions given in the bid document must be self attested by firm. Un-attested copies of such documents will not be considered valid.
15. All documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
16. Bid will be liable for outright rejection if:-
 1. Any rates are disclosed in Bid other than BOQ.
 2. Any discounts/special offers are made in Bid.
17. In event of Bid being submitted by proprietary firm, the bid must be signed by sole proprietor. In event of a partnership firm, the bid must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in case of company, the bid must be signed by authorized signatory as the manner laid down in the Articles of Association.
18. Any change in the Constitution of the Firm/Company shall be notified forthwith by the bidder in writing to Procuring Entity and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners shall be accepted in the Firm by the bidder in respect of the contract unless he/they agree to abide by all its terms and conditions and submit to Procuring Entity, a written agreement to this effect. The bidder's receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.
19. No paper should be detached from the Bid document; the hard copy of bid documents shall be filled with ink or typed. The Bidder shall sign with seal on every page of the bid document and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents except BOQ. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
20. Any change or insertion of any other condition or stipulation in the terms & condition of bid document is not allowed and if so found, shall render the Bid to the rejection without notice.

1. A bidder may withdraw, substitute, or modify its bid after it has been submitted in accordance with the online procedure of bid i.e. e-procurement within the time date limit schedule.
2. But No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bid.

22. SUPPLY PERIOD:-

Supply period of "Procuring Item" shall be 30 days from the date of issue of supply order. Bidders should be capable of supplying the ordered quantity within 15 days from the date of issue of supply order if needed.

23. PLACE OF DELIVERY

Ordered quantity of "Procuring Item" as per specifications prescribed should be delivered at JCTSI Bus Depots situated at Todi, Sanganer, Bagrana & Vidhyadhar Nagar, Jaipur.

24. BID SECURITY-

- (a) Every Bid should be accompanied by Bid security @2% of estimated value of bid. i.e. Rs. 60000/- (2% of Rs. 30.00 lac) The bid security should be given by DD/BC in favour of "JCTSL" payable at Jaipur or through bank guarantee in specified (enclosed) format. The bid security must remain valid up to one year from the last date of submission of bid. In case of unsuccessful bidder bid security will be returned after the successful bidder executes the agreement. Bid security will not carry any interest.
- (b) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
- (c) The bid security of unsuccessful Bidder shall be refunded soon after execution of agreement with successful Bidder.
- (d) The Central Government and Government of Rajasthan undertakings need not furnish any amount of bid security. However, bid securing declaration shall be submitted by them.
- (e) The bid security deposit lying with the JCTSL in respect of other Bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security for the fresh Bid. The bid security may, however, be taken into consideration in case Bids are re-invited for the same item.
- (f) No interest will be paid on Bid Security by the Procuring Entity.

25. FORFEITURE OF BID SECURITY

The Bid Security taken from a bidder shall be forfeited in the following cases, namely:-

1. When the bidder withdraws or modifies its bid after opening of bid.
2. When the bidder does not execute the agreement, if any, after placement of supply order within the specified period.



3. when the bidder fails to commence the supply of the goods as per supply order within the time specified;
4. when the bidder does not deposit the performance security within specified period after the supply order is placed; and
5. If the bidder breaches any provision of code of integrity prescribed for bidders.

26. CLARIFICATION OF BIDS

To assist in the examination, evaluation, comparison and qualification of the Bids, the Bid evaluation/Purchase committee may, at its discretion, ask any Bidder for a clarification regarding its Bid as per the Rule No. 60 of RTPP Act, 2013

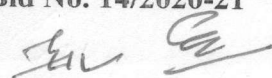
27. NON-MATERIAL NON-CONFORMITIES IN BIDS

Before opening the Price Bid (BoQ), the Bid evaluation/Purchase committee may -

- 1- Waive any nonconformities in the Bid that do not constitute a material deviation, reservation OR omission, the Bid shall be deemed to be substantially responsive.
- 2- Request the Bidder to submit the necessary information OR document like audited statement of accounts, VAT clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 3- Rectify non-material OR non-conformities OR omissions on the basis of the information OR documentation received from the Bidder under sub-rule (2).

28. OPENING OF BIDS

- 1- Technical Bids filled, will be opened as per scheduled date & time
- 2- If the date fixed for opening of Bids happens to be Govt. holiday, the Bids filled online shall be opened on the next working day at the same time specified above.
- 3- The Price Bid (BoQ) of the qualified bidder in Technical bid shall be opened.
- 4- Rate offered by the qualified bidder will be taken into consideration to arrive at lowest rate offered by the Bidders viz L1, L2 and so on.
- 5- After the conclusion of Price Bid opening (BoQ) the lowest offer of the Bidder may be considered for negotiations, and rate arrived after negotiations is declared as L-1 rate for an item for which the Bid has been invited.
- 6- The rate accepted is for the supply of bided quantity in all respects. Any request for revision of the rate due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stand rejected.
- 7- JCTSL reserves the right to reject any or all the Bids without assigning any reasons whatsoever and the decision of Procuring Entity in this regard is final and Binding on the Bidder and cannot be called into question.
- 8- **Price Preference and Purchase Preference** – shall be given to local enterprises i.e. micro, small & medium enterprises situated in Rajasthan. (as per Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.)



29. CORRECTION OF ARITHMETIC ERRORS

Provided that a price bid (BoQ) is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

1. 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 shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.
3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (1) and (2) above.
4. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

30. RATES AND COMPARISON OF RATES:

Only Item wise rates should be quoted. No separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the Bid and must be offered conforming to the following: -

- 1- Rates shall be compared Item wise. L1, L2 & so on, shall be calculated item wise.
- 2- The rate must be inclusive of all charges by way of packing, forwarding, handling, incidental or transit charge including transit insurance and any other levies or duties etc. charged on the product.
- 3- **Rajasthan GST and Central GST should be shown separately in the BoQ.**
- 4- If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- 5- The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made written in figures and words clearly and initialed with dates.
- 6- The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the Bid and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.

31. PRICE & PURCHASE PREFERENCE IN EVALUATION -

Price and / or purchase preference shall be given to micro, small & medium enterprises situated in Rajasthan (on submission of relevant documents and Certificate of

Industries Department with bid document) as per Rajasthan Transparency in Public Procurement (RTPP) Act 2012, (RTPP) Rules 2013.

32. PERFORMANCE SECURITY (P.S.)

- 1- Performance security shall be solicited from bidder except the departments of the state Government and undertakings, corporation, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government. However, a performance security declaration shall be taken from them.
- 2- The amount of performance security shall be 5% of the amount of supply order. In case of micro, small & medium enterprises situated in Rajasthan, it shall be 1%. In case of sick industries, other than Small Scale Industries, whose cases are pending before the BIFR, It shall be 2%.
- 3- Performance Security shall be furnished in any one of following forms within seven days from the date of supply order:-
 - (a) Through DD/BC in favour of "JCTSL" payable at Jaipur **Or**
 - (b) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bid security clause.
- 4- Performance security furnished in the form specified in clause (b) & (c) of sub-rule (3) shall remain a period of 60 (Sixty) days beyond the date of completion of all agreement obligations of bidder, including warranty and Guarantee obligations and maintenance and defect liability period.
- 5- Bid Security deposited earlier in this bid will be adjustable towards performance security as per norms.
- 6- If Bidder fails to furnish the Performance Security Deposit within the time specified, the Bid Security shall stand forfeited besides recovery of consequential losses, if any, sustained by Procuring Entity apart from cancellation of award of supply agreement and debarring of the Bidder.
- 7- No interest will be paid on the performance security by Procuring Entity.

33. FORFEITURE OF PERFORMANCE SECURITY

Performance Security amount in full or part may be forfeited in the following cases: -

- 1- When any terms and conditions of the agreement are breached by the bidder.
- 2- When the Bidder fails to make complete supply satisfactorily.
- 3- Notice of reasonable time will be given in case of forfeiture of performance security.

The decision of the Procuring Entity, in this regard shall be final.

34. AGREEMENT/CONTRACT

Agreement/Contract should be executed with the bidder, whose bid has been considered for supply order. An agreement should be executed immediately by furnishing the Performance Security as prescribed within seven (7) days as per the terms & conditions on Rs. 500 /- non judicial stamp paper. In the event of failure to execute the agreement, the Performance security OR Bid Security as the case may be stand forfeited apart from cancellation of supply order besides debarring of the Bidder



and Procuring Entity is entailed to collect liquidated damages if any from the Bidder for his failure to comply with the terms and conditions of the Bid. Delay may be condoning by Procuring Entity.

35. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

Bidder should offer rate for the required quantity in the bidding document. Procuring Entity shall place orders for supply to the lowest approved/successful Bidder.

1. At the time of award of supply order, the quantity of "Procuring Item", originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guarantee against bid quantity. The Bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual requirement during the Rate agreement period.
2. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim compensation or relaxation except otherwise provided in the conditions of contract.
3. However a bidder is bound to supply up to the quantity indicated by him in bid document, considering the total production capacity & capacity dedicated to Procuring Entity. Moreover, the actual supply beyond Bid quantity may be made keeping in view the supply commitment of bidder to Procuring Entity.
4. Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within 30 days from the date of expiry of Rate Contract. If the bidder fails to do so, the Procuring Entity shall be free to arrange for the balance supply by other Bidder or otherwise and the extra cost incurred shall be recovered from the original bidder.

Procuring Entity does not guarantee any volume of quantity at any given time and the decision in this regard would be final, binding on the bidders and shall not be called into question by any bidder. Procuring Entity reserves sole discretion in the matter.

- 1) If the procuring Entity does not procure any subject matter of procurement or procures 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 except otherwise provided in the conditions of contract.
- 2) Repeat order for additional quantities may be placed within one month of completion of the supply. The value of additional quantities may be up to 50% of the value of goods of original contract at the rates and conditions given in the purchase order.



36. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDERS AT THE TIME OF AWARD:

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidders, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

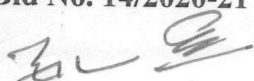
As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, to develop more sources keeping in view the nature of items required for smooth operation of vehicles, the quantity may be divided between the bidders, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

Counter offer to first lowest Bidder (L-1) in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L-2), third lowest bidder (L-3) etc, (at the rates accepted by L-1 in case of splitting of quantities shall not be deemed to be a negotiation.

37. PARALLEL RATE CONTRACT:

The Procuring Entity may also execute parallel rate contract with more than one bidder for each item on the lowest approved prices on the same terms & conditions.

- 1- To ensure sustained supply without any interruption, Procuring Entity reserves the right to fix more than one bidder to supply the requirement among the qualified Bidders.
- 2- Orders will be placed to lowest-1 (L-1) bidder. However in case of any exigency at the discretion of Procuring Entity, the orders may also be placed to the other bidder, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with Procuring Entity on same terms & conditions.
- 3- The Bidder, who has been declared as L-1 bidder for certain item shall execute necessary agreement for the supply of the Bided quantity of such item as specified in the Bid documents on depositing the required amount of performance security and on execution of the agreement, such Bidder is eligible for the supply.
- 4- Procuring Entity will inform the L-1 rate to the Bidders who had qualified for Price Bid (BOQ) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders who agree to match L-1 rate, will be considered as matched L-1.
- 5- The bidder, on receipt of the supply orders deems that the supply orders exceeds the production capacity declared in the Bid documents and the delay would occur in



executing the order, shall inform Procuring Entity immediately without loss of time and the supply orders shall be returned within 7 days from the date of issuing order, failing which the bidder would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.

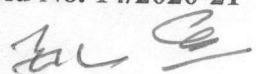
- 6- If the L-1 bidder fails to supply/ intimate Procuring Entity, about his inability/ delay in supply as per the supply order, the required items within the stipulated time or as the case may be, Procuring Entity may also place supply orders with the matched L-1 Bidders for supply of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the Bid document on depositing the required amount. Such Bidder is eligible for the placement of supply orders for the item quoted by them.
- 7- Subject to Para (vii) above, while Procuring Entity has chosen to place supply orders to matched L-1 bidder there are more than one such matched L-1 bidder, then the supply orders for the requirement of items will be placed to L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 and so on.
- 8- The matched L-1 bidder, on placement of supply orders, will be deemed as L-1 rate bidder for the purpose of the Bid and all provisions of the Bid document applicable to L-1 rate Bidder will apply mutatis mutandis to the Matched L-1 supplier.
- 9- If the bidder fails to supply the item for the supply orders, at any point of time, either fully or partly, within the stipulated time, Procuring Entity, is at liberty to place supply orders to other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify Procuring Entity, Without any Protest or Demur, for the difference in cost incurred by Procuring Entity. The Procuring Entity is entitled to recover the difference in cost from the amount due/payable to the supplier.

38. TERMINATION OF CONTRACT ON BREACH OF CONDITIONS:

- 1- In case the bidder fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the bidder as Security Deposit and cancel the agreement.
- 2- Procuring Entity reserves the right to terminate without assigning any reasons therefore the Agreement either wholly or in part without any notice to the bidder. The bidder will not be entitled for any compensation whatsoever in respect of such termination of the Agreement by Procuring Entity.

39. PACKING OF "PROCURING ITEM"

Stocks should be delivered in good packing to protect the item in Transit.



40. PACKING & INSURANCE

The goods shall be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the suppliers and the Procuring Entity shall not be required to pay any such charges, if incurred.

41. INSPECTION

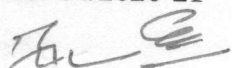
1. The procuring item shall be supplied according to specifications provided in the bid document and may be inspected by the authorized person/agency of Procuring Entity randomly. The inspection and testing of the material may be got done by any Inspecting agency at site. The supplier shall provide all facilities free of cost for testing.
2. If the material is found below specifications or defective, procuring items shall not accept the procuring item and notify the defects to the firm. The firm shall be bound to replace the defective goods after inspection or remove defects as desired by Procuring Entity.

42. ACCEPTANCE OF STOCKS

- 1- Bidder should deliver "Procuring Item" at specified destinations. In the event of supply of stock not conforming to specifications such stocks are liable for rejection.
- 2- Only good quality of "Procuring Item" strictly conforming to specifications as detailed in the bid document will be accepted.
- 3- "Procuring Item" not conforming to specifications stand liable to reject and it is the responsibility of the supplier to lift back the rejected stock immediately.

43. PAYMENT PROVISIONS

- 1- The payment of the supplied items as per the rate accepted will be made to the supplier for a net quantity of items supplied in good condition. Payment will be released after submission of proof of supply in form of receipt taken from concerned bus depot. Format of Receipt is given in the bid document.
- 2- Advance payment towards costs of "Procuring Item" may be made on submission of Profarma Invoice for supply within 7 days from issuance of supply orders.
- 3- If at any time during the period of agreement, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
- 4- If any rules, circulars, orders of Government of Rajasthan/Central Government asked to deduct any tax/amount from the payment that shall be deducted from payments of bidder in respect of supply.



44. GUARANTEE CLAUSE:-

- 1- The Bidder shall give guarantee that the "Procuring Item" supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the "Procuring Item" to be supplied and that notwithstanding the fact that the Procuring Entity may have inspected and/or approved "Procuring Item" as per technical specifications, the "Procuring Item" be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of Procuring Entity in that behalf will be final and conclusive Procuring Entity will be entitled to reject the "Procuring Item" or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection "Procuring Item" will be at the bidder's risk and all the provisions relating to rejection of "Procuring Item", shall apply. The Bidder shall, if so called upon to do so replace the "Procuring Item" or such portion thereof as is rejected by the Procuring Entity, or its authorized official. Otherwise, the bidder shall pay such damage as may arise by reason of such breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of Procuring Entity in that behalf under this contract or otherwise.
- 2- The Bidder shall also replace "Procuring Item" in case it is found defective/ substandard.
- 3- In case, any item supplied by the bidder does not conform to the required standard, the payment thereof, if received by the bidder shall have to be refunded to Procuring Entity. The bidder will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test. It may be noted that supply of "Procuring Item" less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under the rules.
- 4- For the "Procuring Item", supplied by bidder shall be under guarantee as given by manufacturer companies from the date of delivery. During the guarantee period, bidder shall repair/replace the item for substandard & manufacturing defect. No Charges will be paid for the repair/ replacement.

45. FALL CLAUSE:

The price charged for the "Procuring Item" supply under the agreement by the successful bidder/bidders shall in no event exceed the lowest price at which the successful bidder sells the "Procuring Item" of identical description to any other person in the state (zone of state specified in financial bid) during the period of contract.

- 1- If at any time, during the said period of Rate agreement in the State of Rajasthan the bidder reduces the sale price of such "Procuring Item" or sells such "Procuring Item" to any other person at a price lower than the price chargeable under the contract he shall forthwith notify such reduction of sales to the Procuring Entity and the price payable under the contract for the "Procuring Item" supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced. The successful Bidder shall furnish certificate in the manner required by Procuring

Entity to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.

- 2- The successful Bidder (s) shall endorse a certificate on each bill to the effect that the price conditions referred to above has been satisfied.
- 3- The existing rate contract may be extended for a period not exceeding three months OR for Mutually agreed period.

46. LIQUIDATED DAMAGE:

1. The time specified for delivery in the bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from Procuring Entity.
2. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply :-

a.	Delay up to one fourth period of the prescribed Delivery Period	2.5%
b	Delay exceeding one fourth but not exceeding half of the Prescribed delivery period	5.0%
c	Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period -	7.5%
d	Delay exceeding three fourth of the prescribed period	10.0%

3. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
4. The maximum amount of liquidated damage shall be 10%.
5. If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
6. Procuring Entity may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control; such reasons shall be recorded while providing extension.
7. In exceptional hardship cases, Procuring Entity shall have the powers to waive the damages/late penalty as stated above.
8. In the event of failure to supply the ordered quantity, by the successful Bidder within the stipulated time, Procuring Entity reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid system at the risk and cost of such supplier and such supplier is liable and responsible to make good the financial loss sustained by Procuring Entity. If the rate is cheaper the benefit will not accrue to the defaulter bidder/supplier.
9. Procuring Entity reserves the right to charge penalty as decided by Procuring Entity or withhold payment for any unsatisfactory stocks supplied by the supplies without prejudices to other rights and the decision of Procuring Entity is final and cannot be called into question. The supplier is liable to reimburse/compensate the Procuring



Entity or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.

10. Notwithstanding anything contained in the terms and conditions of this Bid the Procuring Entity is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position.
11. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the Board.

47. BLACKLISTING AND RECOVERY OF LOSSES

In the event of failure by the Bidder at any stage of Bid process the Bid Security or Performance Security or Bills of supply will be forfeited apart from cancellation of award of contract and blacklisting of the firm/Bidder.

48. RECOVERIES CLAUSE

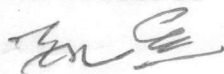
1. Recoveries of liquidated damages, short supplies, and rejected/substandard goods shall ordinarily be made from the bills. Such amount may also be recovered from any other untied dues & security deposits available with department /government. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
2. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the Procuring Entity can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with Procuring Entity against previous rate contract/supply orders. Firm shall submit details of pending amount lying with Procuring Entity but decision of Procuring Entity regarding authenticity of sum payable shall be final.

49. SUBLETTING

The supply agreement awarded should be executed by the successful Bidder only. The subletting of supplies from any other Manufacturer/Authorized dealer is not permitted.

50. INDEMNITY

The Bidder indemnifies Procuring Entity against all claims which may arise in supply of inferior and low quality of "Procuring Item" not conforming to specifications prescribed.



51. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall-

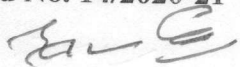
- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

52. CONFLICT OF INTEREST:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

- a) Have controlling partners/shareholders in common; **or**
- b) Receive or have received any direct or indirect subsidy from any of them; **or**
- c) Have the same legal representative for purposes of the Bid; **or**
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; **or**
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; **or**
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; **or**
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/consultant for the contract.



53. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is CHAIRMAN, JCTSL JAIPUR.

The Designation and address of the Second Appellate Authority is SECRETARY (BUDGET), JAIPUR.

Filing an appeal:

- i. 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:
- ii. The Officer to whom an appeal is filed under Para (i) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it off within thirty days from the date of the appeal.
- iii. If the officer designated under Para (i) fails to dispose off the appeal filed within the period specified in Para (ii), 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 (ii) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- iv. **Appeal not to lie 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) Provision 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.
- v. **Form of Appeal**
 - a) An appeal under Para (i) or (iii) 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.

vi. Fee for filling 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.

vii. 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 free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

54. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

55. ARBITRATION

In case of any dispute arising between the bidders and the Procuring Entity, the -----, Jaipur will act as the arbitrator, and the decision of the arbitrator shall be final and binding on all the parties concerned.

56. JURISDICTION

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench only).

57. FORCE MAJEURE

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

58. SUBMISSION OF ORIGINAL BID-

Bidder, whose offer has been accepted, should submit original bid along with all relevant documents to the office of JCTSL, which are uploaded at the time of online submission of bid.

Signature of Authorized Signatory

Name and Signature of Bidder

Designation with seal



RICE BID (BoQ)

Name of Bidder.....

Tender Inviting Authority: Managing Director, JCTSL, Jaipur

Name of Work: Rate Contract for Supply of Thermal Paper Rolls

Contract No: NIB No. 14/2020-21

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE								
<p>Price bid should be quoted per unit wise inclusive of cost of packing Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, Cost of Transportation to specified destinations. Only Rajasthan GST and Central GST/ IGST should be shown separately.</p> <p>The bidder shall quote only one rate per unit wise for Supply of Thermal Paper Rolls</p> <p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>								
Sl. No.	Item Description	Units	Net Rate Per Roll Excluding GST To be Entered in INR	Central GST / IGST	Rajasthan GST/ Other state GST	TOTAL Rate Per Roll In Rs (5+6+7)	TOTAL AMOUNT In Words	
1	2	4	5	6	7	8	9	
1	Thermal Paper Rolls of 56 GSM suitable for hand held Electronic Ticketing Machines for JCTSL buses" as per detailed specification mentioned in Section III under "Specifications".	Roll				0.0000	INR Zero Only	
Total in Figures						0.0000	INR Zero Only	
Quoted Rate in Words		INR Zero Only						

- 1) Bidders shall enter name of the firm on BoQ Only.
- 2) Bidders are requested not to edit or change any item or quantity.
- 3) Rates are to be filled only on BoQ (in.xls format) sheet only.
- 4) Rate should be quoted Item wise/Sub item wise, as required in BoQ.
- 5) The rate quoted by the firm in column no. 5 should be inclusive of Excise Duty, Insurance, Packing and forwarding charges & Other Expenses. CGST/IGST and SGST should be quoted separately in respective columns in BoQ.

Note:

1. All bidders are advised not to wait last date and submit their Bid at the earliest.
2. JCTSL, Jaipur shall not be responsible for any inconvenience in website and no extension in deposition of Bid be allowed for any bidder.

Annexure-A**BID APPLICATION**

To,
The Managing Director
Jaipur City Transport Services Ltd,
2nd Floor, Old Working Women Hostel,
Behind Nehru Place, Lal Kothi
Tonk Road
JAIPUR-302015.

Sub: Purchase of -----
Ref: NIB No.....

- (a) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the
- (b) We have examined and have no reservations to the Bidding Document, including delivery schedule and other requirements :
- (c) Our Bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **5%** percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the purchase order /Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the purchase order /Contract, have nationality of India;
- (f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award of purchase order , shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the purchase order /Contract till completion of all our obligations under the Contract;

Name: _____ In the capacity of: _____

Signed: _____ Date: _____ Duly authorized to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____ We wish

to apply

Annexure-B**AUDITED AVERAGE ANNUAL NET TURNOVER STATEMENT**

This is to Certify that Audited Average Annual Net Turnover of M/s.-----
-----address-----

-----for the last three financial years are given below and certified
that the statement is true and correct and can be verified from the accounts of
the firm.

S. No.	Financial Year	Net Turnover in Lac Rs.
1.	2017-18	-
2.	2018-19	-
3.	2019-20	-
Total	-	Rs. _____ Lac

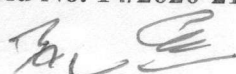
Average Net Turnover per annum - Rs. _____ Lac

Signature of Auditor Chartered Accountant With Date	
Name	
Seal	
Membership No. of ICAI	
Address	
Tel. No.	
Mob. No.	
Email address	

Verification by the bidder

This to certify that above Statement regarding Audited Average Annual net turnover is true and found correct as per the accounts of firm.

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal



Annexure-CSTATEMENT OF PAST SUPPLIES AND PERFORMANCE

I/ We..... (Name of firm) do hereby undertake that we have supplied Thermal Paper Rolls as per details given below:-

Financial Year	S. No.	Name & full address of Purchaser with telephone/Mobile No.	Order No. and Date	Quantity of Supplied Item	Amount of Supplied Item in Lac Rs..	Supply completion Certificate
2017-18						
2018-19						
2019-20						

Place :

Date :

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal



Annexure-D**Declarations and Undertakings**

1. I/We..... (Name of firm)
do hereby undertake that we have manufacturing capacity/Supply
Capacity of Thermal Paper Rolls in the **Bid** has detailed below:-

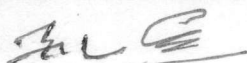
S. No.	Name of Item	Monthly Capacity in manufacturing/ Supply	Annual Capacity in manufacturing/ Supply
1	2	3	4
1.	Thermal Paper Rolls		

- 2 I/We certify that the rates quoted in Price Bid (BoQ) are reasonable & shall not sell on lower rates to anyone during the supply period.
- 3 I/We do hereby undertake that our company/firm has not been blacklisted/ banned by any Govt. (Government of India / State Govt.) & their subordinate Departments for participation/submission of Bids.
- 4 I/We hereby confirm that we have deposited all the taxes i.e. Rajasthan VAT/Central VAT.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the Bid if and to the extent accepted may be cancelled and the amount of Bid Security/ Performance Security may be forfeited.

Place
Date

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal



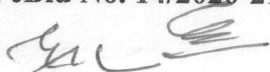
Annexure-E**Affidavit regarding compliance to Terms & Conditions of Bid****Bidder****Name:**.....

I/We confirm that I/We are authorize to Shri to submit Bid on behalf of the firm participating in the Bid and have perused the entire Bid/ Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in the Bid/Bid document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

1. I/We also confirm acceptance of the all General Terms & Conditions of Bid document.
2. I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means including cartelization.
3. I/We also certify that the information given above is factually correct, true and nothing material has been concealed.

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal




Annexure-G**TECHNICAL UNDERTAKING**

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of Procuring Item at the rate quoted by me/us at the destinations specified by JCTSL and as per Bid document specifications prescribed by the JCTSL.

1. I /We shall assure that I/We shall strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the JCTSL from time to time.
2. I /we have submitted all documents as required in the bid document.
3. I /We have submitted Bid Security & other charges as mentioned in the bid document.
4. I/We have no past or present criminal record with the Police/Vigilance of CS Deptt. /Vigilance and Enforcement Deptt. Govt. of Rajasthan or Govt. of any other state /Govt. of India.
5. I/We have never blacklisted by Central Government/ any State Government / any Union Territory/State Agency at the time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
6. I/We hereby affirm that the Procuring Entity is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal



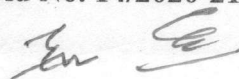
Annexure-HFINANCIAL UNDERTAKING

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of Procuring Item as per specifications mentioned in the Bid document at the rate quoted by me/us at the destinations specified by JCTSL.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Bid, Agreement and directions given by JCTSL from time to time.

I/We shall furnish the prescribed Performance Security amount of 5% on the total value of the supply order, within seven (7) days of the acceptance of my our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/our Bid security stand forfeited if I/we fall to furnish the prescribed performance security and also enter into agreement within seven (7) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our performance security or any amount available with the JCTSL are liable to be forfeited, award of supply order, contract/ agreement stand cancelled besides blacklisting me/us.

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal



Annexure-I**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal



Annexure-J**Declaration by the Bidder regarding Qualifications****Declaration by the Bidder**

In relation to my/our Bid submitted to..... For procurement of in response to their Notice Inviting Bids No. Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/Our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Place

Date

Signature of Authorized Signatory

Name and Signature of Bidder

Designation with seal



Annexure-K**Grievance Redressal during Procurement Process**

The Designation and address of the First Appellate Authority is **CHAIRMAN, JCTSL JAIPUR.**

The Designation and address of the Second Appellate Authority is **SECRETARY (BUDGET), 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:

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

(3) Appeal not to lie 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.



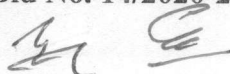
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) **Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) **Procedure for disposal of appeal**

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



FORM No. I

[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 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



Annexure-L

(On Rs. 500/- Non Judicial Stamp paper duly attested by Notary public)

AGREEMENT

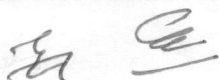
An agreement made this _____ day of _____ between

(hereinafter called "**the approved supplier**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part.

And

Managing Director, JCTSL, Lal Kothi, Near PHQ, Tonk Road, Jaipur 302015 which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

1. Where as "**the approved supplier**" has agreed with "**JCTSL, Jaipur**" to supply the Thermal Paper Rolls to the destinations mentioned in Bid document as per the conditions mentioned in the Bid document at the rate approved by "**JCTSL, Jaipur**" vide his letter No.....Dated.....
2. where as "**the approved supplier**" has deposited a sum of Rs. _____ for Performance Security in form of-
 1. Bank Draft/Banker Cheque OR
 2. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security.
3. Performance security furnished in the form specified in the General Terms & Conditions of bid shall remain a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of "**the approved supplier**", including warranty and Guarantee obligations and maintenance and defect liability period.
4. The General Terms & Conditions of Bid No. _____ dated _____ 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. Letters Nos. _____ received from Bidder and letters Nos. _____ issued by "**JCTSL, Jaipur**" and appended to this agreement shall also form part of this agreement.
5. Wherever the "**bidder**" OR "**successful bidder**" is mentioned in the General Terms & Conditions of Bid should now be read as "**the approved supplier**"
6. "**JCTSL, Jaipur**" do hereby agree that if "**the approved supplier**", shall duly supply the Thermal Paper Rolls in the manner aforesaid observe and keep the said terms and conditions, the "**JCTSL, Jaipur**", will pay through Cheque to "**the approved supplier**", at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.



7. The delivery shall be effected and completed within the period noted below from the date of supply order :-

S. No.	Name of Item	Quantity	Delivery Period	Last date of Completion

8. Liquidated Damage:- Clause of Liquidated Damages of General terms & conditions of Bid will apply regarding the supply period.
9. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the "JCTSL, Jaipur" and the decision of the "JCTSL, Jaipur" shall be final.

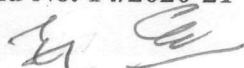
In witness where of the parties here to have set their hands on the..... day of2020.

For and on behalf of	For and on behalf of
Managing Director ,JCTSL, Jaipur	Approved supplier
Signature	Signature
Name	Name
Seal	Seal

Witness:-

Signature		Signature	
Name		Name	
Address		Address	

(This agreement format & details may be changed/deleted/added at the time of agreement, if deemed proper by the JCTSL, Jaipur)



Annexure-MSecurity cum Performance Bank Guarantee

To

Managing Director,

JCTSL

2nd Floor Old Working Women Hostel,
Behind Nehru Place, Lal Kothi Tonk Road,
Jaipur

Whereas the Managing Director, JCTSL, Jaipur (herein after called the "JCTSL, Jaipur") having entered into an agreement No..... Dated.....with M/s..... having registered office at..... (herein after called the "the approved supplier") for the supply of.....(name of Item) here-in-after called "the said agreement" under which "the approved supplier" have applied to furnish Bank Guarantee to make up the full security deposit.

1. In consideration of the "JCTSL, Jaipur" having made such a stipulation in agreement. We (indicate the name of Bank) having its registered office at here-in-after referred to as "the Bank" at the request of "the approved supplier" do hereby undertake to pay to the JCTSL, Jaipur amount not exceeding Rs.....on demand by "JCTSL, Jaipur".
2. We (indicate the name of Bank), do hereby undertake to pay Rs..... Any demur or delay, merely on a demand from the "JCTSL, Jaipur" any such demand made on the bank by the "JCTSL, Jaipur" shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the "JCTSL, Jaipur" and we (indicate the name of bank), bound other selves with the directions given by "JCTSL, Jaipur" regarding this bank guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We (indicate the name of Bank), undertake to pay to the "JCTSL, Jaipur" 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 all guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the "JCTSL, Jaipur" under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the supplier and accordingly discharges this guarantee.
5. We (indicate the name of Bank), further agree with the "JCTSL, Jaipur" that the "JCTSL, Jaipur" 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 agreement or to extend time to performance by the said supplier (s) from time to time or to postpone for any time or from to time any of the powers exercisable by the "JCTSL, Jaipur" against the said supplier forbear or enforce any of the terms and conditions relating to the said agreement and forbear or enforce any of the terms and 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 supplier (s) or for any forbearance act or omission on the part of the "JCTSL, Jaipur" or any indulgence by the "JCTSL, Jaipur" 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.
7. We (Indicate the name of bank), lastly undertake not to revoke this guarantee except with the previous consent of the "JCTSL, Jaipur" in writing.
8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the "JCTSL, Jaipur".
9. It shall not be necessary for the "JCTSL, Jaipur" proceed against the supplier before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the "JCTSL, Jaipur" may have obtained or obtain from the supplier.
10. The bank guarantee shall be payable at the Jaipur. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted Rs.and our guarantee shall remain in force upto.....unless a demand or claim under the guarantee is made on us in writing on or before.....Therefore after.....all your rights under the guarantee shall be forfeited and we shall relieved and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.
Dated.....day of.....

Date

Place

Signature of Authorized Person of Bank

Designation

Seal of Bank

Annexure-NDELIVERY & RECEIPT

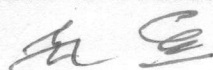
Name of JCTSL Bus Depot	
Address	
District	
<u>Date of Receipt</u>	
Name of Supplier	

This is to certify that Thermal Paper Rolls of following specifications have been received in Good condition In. Nos. (Quantity)

S.N.	Nomenclature	Quantity Received
1.	<p>Thermal Paper Roll suitable for Hand Held Electronic Ticketing Machine, One side (Front) Single Color Printing with JCTSL Logo as per following Dimensions/ specification:-</p> <p>i. GSM:- 56 GSM (Less carbon)</p> <p>ii. Length:-13mtr</p> <p>iii. Width:- 55 mm (Including core length)</p> <p>iv. Core:- Plastic</p> <p>v. Core ID:- 12.5 mm</p> <p>Brightness of paper roll should be 85%</p> <p>(On side (front) single color printing with JCTSL logo and "roll end" make for the last half meter)</p>	

- 1) They are packed in a good quality boxes.
- 2) The brand name is mentioned on each Roll.
- 3) Each roll is properly packed to avoid sort of loss or damage to the rolls, including safety from weather effects etc.
- 4) The rolls have logo of JCTSL and end mark i.e. indication of end of paper roll.

<u>Signature of Store incharge</u>	<u>Signature of Manager operation</u>	<u>Signature of Chief Manager of bus depot</u>
Name	Name	Name
Mobile No	Mobile No	Mobile No
Seal	Seal	Seal
(Minimum Two Signature required)		



Annexure-O(Undertaking for Guarantee Clause)

I/We have clearly understood the Guarantee Clause of bid document and agree to undertake that:-

1. I/We shall be liable to act as per guarantee clause of the bid.
2. Item Thermal Paper Rolls supplied by me/us will be under guarantee as given by Manufacturer companies from the date of delivery.
3. During the guarantee period I/we shall be liable to replace/repair the items supplied by us for substandard & manufacturing defect.
4. I/We shall not charge anything for replacement/repair.

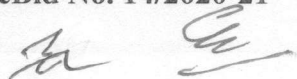
Place

Date

Signature of Authorized Signatory

Name and Signature of Bidder

Designation with seal



Annexure-P

**Scanned Copies of DDs/ Bankers Cheques for Depositing Bid
Security Fee, Bid Document Fee, RISL Processing Fee**

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal



Tender Inviting Authority: Managing Director, JCTSL, Jaipur

Name of Work: Rate Contract for Supply of Thermal Paper Rolls

Contract No: NIB No. 14/2020-21

PRICE SCHEDULE								
Price bid should be quoted per unit wise inclusive of cost of packing Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, Cost of Transportation to specified destinations. Only Rajasthan GST and Central GST/IGST should be shown separately. The bidder shall quote only one rate per unit wise for Supply of Thermal Paper Rolls								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Units	Net Rate Per Roll Excluding GST To be Entered in INR	Central GST / IGST	Rajasthan GST/ Other state GST	TOTAL Rate Per Roll in Rs (5+6+7)	TOTAL AMOUNT In Words	
1	2 Thermal Paper Rolls of 56 GSM suitable for hand held Electronic Ticketing Machines for JCTSL buses" as per detailed specification mentioned in Section III under "Specifications"	Roll	5	6	7	8	9 INR Zero Only	
Total in Figures						0.0000	INR Zero Only	
Quoted Rate in Words			INR Zero Only					