

Price ₹ 590
(Inclusive of GST)

Request for Proposal (RFP)

For

Removal of Advertisement Panels Available At
Metro Piers & Outer Wall of Metro Stations



JAIPUR METRO

Jaipur Metro Rail Corporation Ltd.

(A Govt. of Rajasthan Undertaking)

Corporate Affairs Directorate

2ndFloor,A-Wing, Admin Building, Metro Depot,

Bhrigu Path, Mansarovar, Jaipur (Rajasthan) - 302020

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

CIN: U60221RJ2010SGC030630



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DISCLAIMER

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

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

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

DEFINITIONS

JMRC	Jaipur Metro Rail Corporation Limited
Authority	Jaipur Metro Rail Corporation Limited
Agency	The Bidder, selected by JMRC in pursuance of the selection process consequent to this bidding
Agreement	The Contract to be executed between JMRC and successful bidder, subsequent to the Letter of Acceptance, as per the format prescribed.
Bidder	The eligible firm submitting bid against this RFP
BOQ	Bill of Quantities/ Schedule of Works(requirement)
Commencement Date	The date on which the agency shall commence the service as per Notice to Proceed issued by JMRC.
Corporation	Jaipur Metro Rail Corporation Limited
LoA	Letter of Award
Govt.	Government of India / Any other State Government in India
GCC	General Conditions of Contract as available on JMRC website
JMRC's website	http://transport.rajasthan.gov.in/jmrc & www.jaipurmetrorail.in
Law and Language	The contract shall be governed by the Acts and laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities. Language of the Contract shall be English.
PBG	Performance Bank Guarantee
PSD	Performance Security Deposit
RFP	This Request for Proposal including all the clarifications/ amendments, issued, if any.

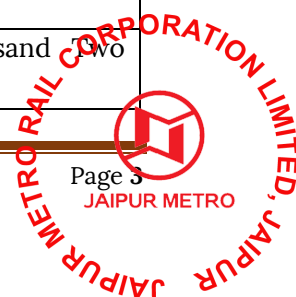
1. NOTICE INVITING BIDS**1.1 INTRODUCTION**

- i. Jaipur Metro Rail Corporation is a Government of Rajasthan Undertaking, incorporated under the companies Act 1956, having its registered office at Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur- 302020. JMRC started its commercial operations on its first line from Mansarovar to Chandpole (Phase 1A) from 3rd June, 2015 and from Chandpole to Badi Choupar (Phase-1B) from 23rd September 2019 with the mission of providing safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan. Phase 1A is of 9.6 KM in length, with eight elevated and one underground station, at approximately one KM intervals. Phase 1B is a 2.4 KM stretch from Chandpole to Badi Chaupar (Underground) is now operational.
- ii. JMRC intends to hire services for Removal of Advertisement Panels available at Metro Piers and outer wall of the Metro stations of Phase-1(A) and its transportation to Metro Depot Premises. The scope of work shall be as under:
- Organization of resources/ services to execute the work.
 - The job includes removal of advertisement panels from their iron flat bars, loosening or removal of its connection wire/joints, marking number them with the same number as available on pier in special format as advised.
 - Loading & Unloading of removed advertisement panels and its transportation to keep them at designated place safely in Metro Depot, Mansarovar premises at identified location.
 - Other related activities
- iii. JMRC hereby invites online bids from eligible bidders for engagement of their services for a period of one year through this "Request for Proposal".

1.2 SCHEDULE FOR INVITATION OF RFP:

S. No.	Item	Particulars
(i)	RFP No	RFP No. F.1 (P-67) JMRC/DCA/PRO/OD Advt/2020-21/Part-I/10
(ii)	Name of RFP	Removal of Advertisement Panels Available At Metro Piers & Outer Wall of Metro Stations
(iii)	Estimated cost	Rs. 2,20,000 (Rupees Two Lakh Twenty Thousand Only)
(iv)	Bid Security	Rs. 2,200 (Rupees Two Thousand Two Hundred Only)

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S. No.	Item	Particulars
(v)	Cost of Bid Document	Rs. 590 (including GST @18%) (Rupees Five Hundred Ninety Only)
(vi)	E-tender processing Fees	Rs. 1000
(vii)	Name of website (s) for down loading of Bid document and clarification (s)/ Modification (s), if any	www.jaipurmetrorail.in , www.transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in
(viii)	Name of website for online Bid submission	www.eproc.rajasthan.gov.in
(ix)	Date for issue/ start date of downloading of Bid Document	29/12/2020 (1800 hrs)
(x)	Last date and time of submitting queries / seeking clarification	30/12/2020 (1800 hrs)
(xi)	Last date of issue of clarification by JMRC	01/01/2021 (1800 hrs)
(xii)	Start date of submission of bid	04/01/2021 (1600 hrs.)
(xiii)	Last date and time of on-line Bid submission	13/01/2021 (1400 hrs)
(xiv)	Physical submission of original DD/ BC/ BG for tender fee, Bid Security & e-tender processing fee in JMRC Office	13/01/2021 (1600 hrs)
(xv)	Date and time for opening of Technical Bid online	13/01/2021 (1630 hrs)
(xvi)	Validity of Bid	120 days from the date of opening of Technical Bid

NOTE:

- i. Prospective bidders are advised to seek the clarification, if any.
- ii. All bidders or their authorised representative may attend the opening of the Technical Bids.
- iii. The time of opening of Financial Bid shall be communicated to technically qualified bidders. They may attend the opening of the Financial Bid, if they so desire.
- iv. Bid Document and subsequent clarifications on bid terms, if any, shall be uploaded only on the website (s) as mentioned above. Keep visiting these websites for any subsequent clarifications & modifications.

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1.3 ELIGIBILITY CRITERIA OF BIDDERS

The eligibility criteria as laid down for bidding for this work are as follows:

S.N.	Eligibility Criteria	Documents required to substantiate the same
1.	The bidder firm should have been in existence and should have been registered as firm with the Department of GST as on 31 st March 2018 or earlier.	a. Registration certification of the firm/ Partnership deed/ Certificate of incorporation etc. as applicable b. Articles of Association & Memorandum of Association (If applicable) c. Income Tax Registration (PAN) d. GST Registration details e. Self-certified copy of the statement of Bank account for the last 6 months in the name of Bidding Firm
2.	Bidder should neither be a black listed firm nor have its contracts been terminated/foreclosed by any company/ department/ organisation since 01.04.2018 till date, due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect on bidder firm's letter head signed by authorised signatory, as part of Bidder's profile (Annexure-II : form II)
3.	The bidder should have a permanent functioning office in Jaipur and with a telephone/mobile/electrical connection	Rent Agreement/ Telephone / Electricity/ Water connection bill copy etc., in the name of Bidder or registration details having its address of Jaipur.
4.	The firm's average annual turnover should not be less than Rs. 03 Lakh per year in the preceding last three audited financial years (F/Y 2017-18 to F/Y 2019-20).	a. Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant OR b. Income Tax Returns (ITR), indicating the required turnover OR c. CA Certificate.

All prospective bidders are requested to submit their Proposal as per the terms and conditions set forth in this document.

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

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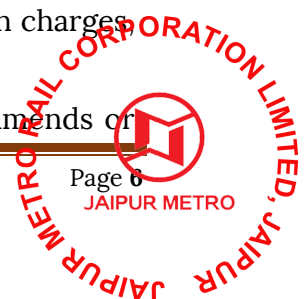


2. INSTRUCTIONS TO BIDDERS

2.1. GENERAL INSTRUCTION

- i. The GCC (General Conditions of Contract) and Safety, Health and Environment manual (SHE manual) of JMRC as available on JMRC website are applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC/SHE manual, the provisions contained in the RFP shall prevail.
- ii. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of work / BOQ & all other terms & conditions mentioned in the RFP/ GCC/SHE manual.
- iii. If any change/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the tender, full Bid Security / Security deposit will be forfeited and the contract will be terminated at his / their risk and cost.
- iv. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- v. Tenders received after the last time and date of submission of Bid shall not be considered.
- vi. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the tender.
- vii. The proposal shall not contain any conditional discount offer or any revenue share percentage etc. Bids containing such offers will be summarily rejected.
- viii. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the tender liable for rejection.
- ix. The bidders, if required, would be called for presentation at the date and time to be decided later during the course of evaluation.
- x. The bidder shall execute the assigned work in accordance with the requirement as detailed in the scope of work/ BOQ.
- xi. Additional condition(s) from the bidder shall not be accepted.
- xii. The bid shall contain all documentation of technical eligibility criteria as well as financial offer as per this RFP.
- xiii. Any Bid not accompanied by valid Bid Security and the cost towards downloaded Tender document & e-tender processing fees in acceptable form, will be liable to be treated as being non-responsive. For purchased bid documents, receipt issued by JMRC should be enclosed.
- xiv. The rates quoted should be inclusive of all expenses like transportation charges, Labour charges, etc. Only GST shall be payable extra.
- xv. The Bid Security is liable to be forfeited if the Bidder withdraws or amends or

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impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. The decision of JMRC in this respect shall be final and binding.

2.2. CLARIFICATION:

- i. For queries regarding this RFP and for any other correspondence, the following officer of JMRC may be contacted:

Joint General Manager (Revenue),
Jaipur Metro Rail Corporation Ltd.,
A-212, Admin Building, Bhirgu Path,
Metro Depot, Mansarovar, Jaipur-302020
Tel. No.0141- 2822755. Email: jgmrev@jaipurmetrorail.in

- ii. Queries should be submitted through online procurement portal or through e-mail or in writing by the dates prescribed in Notice Inviting Bids.
- iii. JMRC may issue clarification/amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.
- iv. Clarification/ corrigendum, if any, shall be issued only on official website of JMRC and the websites mentioned in the Notice Inviting Bids (NIB).
- v. JMRC may or may not reply to queries at its discretion.

2.3. COST OF BID DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE

- i. The complete bid document can be downloaded from the website www.jaipurmetrorail.in, www.sppp.rajasthan.gov.in or www.eproc.rajasthan.gov.in. Cost of Tender Document (Tender Fee) is Rs. 590 (Rupees Five Hundred Ninety Only) (Including 18% GST) which shall be paid in the form of banker's cheque/ DD of Nationalised/ Scheduled Bank, drawn in favour of "Jaipur Metro Rail Corporation Ltd.", payable at Jaipur. The Tender Fee is non-refundable.
- ii. In addition, E-tender process fee of Rs. 1000 (Rupees One Thousand Only) shall be paid in the form of banker's cheque/ DD of Nationalised/ Scheduled Bank, drawn in favour of "Managing Director, RISL", payable at Jaipur.

2.4. BID SECURITY

- i. The amount of Bid Security shall be as per Notice Inviting Bids (Clause-1.2), which shall be in the form of Demand Draft/Bankers Cheque from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur or a bid securing declaration (as per annexure-VI. One Draft/Bankers Cheque can be given combining the Bid Security (as per clause 1.2) and Cost of Bid document as per 2.3(i) above.



- ii. In the case of unsuccessful bidders, Bid Security shall be refunded within 30 days of finalization of order against the tender. No interest shall be paid on the Bid Security.
- iii. In case of successful Bidder, Bid Security may be adjusted against Performance Security Deposit or refunded after deposition of the Performance Security Deposit, as the case may be.

2.5. SUBMISSION OF BID

- i. Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contained scanned copy of DD/BC/BG for Tender Fee, e-tender Processing Fee & Bid Security. However, DD/BC/BG for Tender Fee, e-tender Processing Fee & Bid Security should be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per NIB.

Executive Director (Corp. Affairs),
Jaipur Metro Rail Corporation Ltd.,
A-211, Admin Building, Bhirgu Path,
Metro Depot, Mansarovar, Jaipur-302020
- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:



a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a **PDF copy of this 'Request for Proposal'** with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, **along with scanned copy of all the required documents, DD/BC/BG with annexures of RFP duly filled as per Check List at Annexure-I, in support of eligibility, Bid Security, tender fee and e-tender processing fee.**

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

b) Part-B: Financial Bid (BOQ).

This Part should contain the Financial Bid (BOQ) in the prescribed Format as per Annexure-V.

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

- i. Download format of Financial Bid (BOQ) in XLS/ XLSX format (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
- iii. Fill Bidder's Name & unit rate of each item (in Rupees) in the downloaded Financial Bid (BOQ) format as specified (in XLS/ XLSX format only) in green background cells,
- iv. The rates quoted should be inclusive of all kind of expenses, levies and taxes excluding only the GST. The GST amount (in Rupees) as applicable on total amount of each item is to be quoted.
- v. The unit of the rates quoted shall be per event, if specified otherwise against any item. The bidders are advised to quote their rates accordingly.
- vi. Validate the sheet and Save filled copy of downloaded Financial Bid (BOQ) file in your computer and remember its name & location and upload correct file (duly filled in).

2.6. EVALUATION OF BID

- i. The bids will be opened online at the time, date and place as specified in the Clause 1 (Notice Inviting Bids) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday,

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the Bids shall be opened at the appointed time and location on the next working day.

- ii. Firstly, JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. For the proper evaluation of the proposal, if clarifications are found to be necessary JMRC may at its discretion, ask for such clarification and bidder shall be obliged to provide such clarifications within the time specified by JMRC.
- iv. The Financial Bids of only those Bidders, who clear Technical evaluation stage, will be opened and evaluated.
- v. The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer i.e. lowest offer to JMRC will be adjudged as successful Bidder.
- vi. The evaluation will be on the basis of total gross price of all the items as mentioned in Bill of Quantity (BOQ) excluding GST as applicable.
- vii. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
 - a) accept any tender not necessarily lowest
 - b) reject any tender
 - c) reject all tenders and annul the bidding process

Without assigning any reason at any time before issuance of a letter of acceptance without incurring any liability.

2.7. AWARD OF CONTRACT & PERFORMANCE SECURITY DEPOSIT

- i. The Corporation will issue a Letter of Acceptance (LOA) to the successful bidder after approval/acceptance of the bid. The approved bidder would be required to deposit 2.5% of the approved bid amount as Performance Security Deposit in the form of Demand Draft from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur duly discharged in favour of JMRC Ltd., Jaipur. It must be deposited within seven days after issuance of the LOA.
- ii. An agreement on non-judicial stamp paper as per Stamp Duty Act, or RTPPR Rules, as per format at **Annexure - III** shall be executed in duplicate within 7 days of issue of Letter of Acceptance (LOA) after deposition of Performance Security. One copy shall be retained by the JMRC and the other copy shall remain with the Agency. The Agreement shall be signed by authorised signatory of JMRC and the Agency. The authorised signatory of the Agency should be Proprietor of the firm or Power of Attorney holder, as the case may be. Till the signing of the Contract Agreement, the LOA shall form a binding contractual agreement between JMRC and the Agency. The Agency (successful bidder) shall bear the expenses of completing and stamping the agreement.
- iii. If the Bidder fails to deposit the required Performance Security Deposit or to execute the agreement within the specified period, such failure will be treated as

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a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part, or in full at the discretion of the Chairman and Managing Director, JMRC. This failure shall also result in cancellation of tender.

- iv. After completion of all contractual obligations, Performance Security Deposit shall be returned to the Agency within 60 days.

3. SPECIAL CONDITIONS OF THE CONTRACT

3.1. SCOPE OF WORK

Some of the activities for which services would be required are detailed below.

- (a) Organization of resources/ services to execute the work.
- (b) The job includes removal of advertisement panels from their iron flat bars, loosening or removal of its connection wire/joints, marking number them with the same number as available on pier in special format as advised.
- (c) Loading & Unloading of removed advertisement panels and its transportation to keep them at designated place safely in Metro Depot, Mansarovar premises at identified location.
- (d) Other related activities

3.2. DURATION OF CONTRACT

- i. The contract shall begin immediately on acceptance of the Letter of Acceptance (LOA) by the successful bidder and signing of agreement. The initial time period of the contract shall be for 6 months, which shall be extendable for the next 3 month or part thereof (extended contract period), at the behest of JMRC, if required. Such extension would be on mutual agreement between JMRC and the Agency on same terms & conditions.
- ii. Further, during the contract period and the extended contract period (beyond three months of contract) the rates payable shall be fixed and will remain the same.
- iii. The duration for completion of work shall be 45 days from the date of issue of the work order.

3.3. VARIATION IN QUANTITY

The quantity mentioned in the Financial Bid / BOQ Format (Annexure-V), is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Financial Bid / Bill of Quantity during the contract period, as per followings:

- i. If the procuring entity does not procure any subject matter of procurement or procure less than the quantity specified in the bidding document (RFP) due to change in circumstances, the successful bidder/ agency shall not be entitled for any claim or compensation.

- ii. At the time of issuance of LOA, JMRC will have the right to increase or decrease of the quantity of work as specified in the Bill of Quantity without any change in price and other terms and conditions during the contract period/ extended contract period as per Rule of RTPPR.
- iii. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for providing the services during currency of contract as per site requirement.
- iv. Further, JMRC reserves the right to vary the quantity as per site requirement on the rates and conditions given in the contract, up to 50% of the value of the LOA.

3.4. OTHER TERMS & CONDITIONS OF THE CONTRACT

- i. The GCC (General Conditions of Contract) and Safety, Health and Environment manual (SHE manual) of JMRC as available on JMRC website are applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC/SHE manual, the provisions contained in the RFP shall prevail.
- ii. Any type of statutory taxes applicable on the services (either in force at present or may be applicable in future by a competent order/ notification), except GST, will be borne by the Agency and the Corporation would make no extra payment on this account.
- iii. During the currency of the Contract, the firm shall execute a work as per the work order issued by JMRC, in each case.
- iv. The agency should provide detailed Work Plan and methodology of the work as per the work order.
- v. The agency shall carry out required activities as per the approved work plan under supervision of the Site Engineer(s)/Officer In-charge.
- vi. The Agency shall keep in mind applicable rules and regulations and instructions issued from time to time while discharging the assigned services. JMRC will be free to take action against the Agency for violating the same.
- vii. Indemnity Bond or any other document shall be filled by the contractor or agency personnel before removal of advertisement panel installed at outer wall of the Metro Station as per procedure of JMRC.
- viii. Agency will exercise the supervision and control on all the personnel deployed under this contract with taking proper safety measures. JMRC or its personnel shall not be liable for any mishap or unlikely event/incident if occur at site during the work.
- ix. Agency shall provide the designated vehicle number to this office before transportation/deposition of advertisement panel for free movement to Metro Depot premises.
- x. Special permission like stopping of traffic movement or its diversion shall be



taken by the agency.

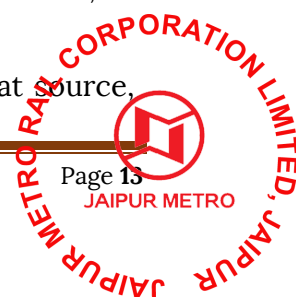
3.5. STATUTORY OBLIGATIONS

- i. The Agency shall comply with all labour legislations applicable to its employees including, but not limited to, payment of minimum wages, ESI, PF, payment of bonus, workmen's compensation and terminal benefits as may be payable or become payable under any applicable laws. The Corporation shall not, in anyway be responsible in this regard either in part or in full. The Agency shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time.
- ii. If non-compliance of labour laws in force is found on behalf of the Agency, the contract may be terminated without prior information and without any liability or compensation to the Agency. In such case, the Corporation would be free to get the services from another source on the risk and cost of the Agency.
- iii. Agency's personnel engaged for the Services under this tender will be employees/workers of the Agency, and there will be no relation between the Agency's personnel and the Corporation. This point has to be clarified by the Agency to its personnel, and the Agency will give an undertaking to this effect in writing.
- iv. The Agency will have to ensure that no worker/employee deputed for service under this tender is below the age of 18 years. If any worker/employee is found to be below the age of 18 years, the Agency will be held responsible for it and legal action shall be initiated. In addition, this shall also be regarded as breach of contract and penalty shall accordingly be imposed.
- v. The Corporation will not be responsible for any accident involving any personnel of the Agency while on work. The Agency itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Agency is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- vi. The Agency will provide a list of personnel engaged or to be engaged by the Agency for the Services under this tender to the Corporation.

3.6. PAYMENT TERMS

- i. The Agency will raise bill after completion of the work as per the Work Order and the approved Work Plan.
- ii. After due verification of the bill by the Site Engineer of JMRC, payments shall be made through crossed cheque in favour of the contractor or through RTGS, as soon as possible, after the receipt of bill in the corporation.
- iii. However, if it is required under law to deduct some statutory taxes at source,

Signature of Authorized Signatory



these will be deducted before the bill is paid. Penalties, if any, will also be recovered from the bill before payment.

- iv. No amount of interest will be payable by the JMRC, in case of delay or on any other count.
- v. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency.
- vi. Any type of statutory taxes applicable on the services (either in force at present or may be applicable in future by a competent order/ notification), except GST, as applicable, will be borne by the Agency and the Corporation would make no extra payment on this account.

3.7. CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representative of the Agency and Executive Director (Corporate Affairs), JMRC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Indian Arbitration and Conciliation Act, 1966 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

3.8. FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

The Agency shall provide the services as per the requirement of the Corporation. Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender and/or annexure(s) to it, will be termed as default on the part of the agency.

i. Risk and Cost:

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through

alternative sources and if price is lower, no benefit on this account will be passed on to the agency.

ii. **Liquidated Damages:**

In case of default, JMRC shall also have the right to recover from the Agency Liquidated Damages not amounting to penalty to 0.5% per week of delay to a maximum amount of 5% of the Contract Agreement Amount, which may be in addition to Risk and Cost action as defined at (i) above.

iii. **Penalty for significant deficiencies in Services:**

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

3.9. AMENDMENTS

Improvement /changes in the scope of work due to technological /administrative issues may be made with mutual consent.

3.10. SUSPENSION OF WORK

- i. If, for any reason whatsoever, the work is temporarily suspended by the JMRC for any reason whatsoever, the Corporation will convey temporary suspension of the Work in writing to the Agency for which period, the Agency shall fully or partially stop its activities as advised by the Corporation.
- ii. Due to the period under suspension if the time schedule gets extended, the work period shall consequently be treated as extended under the terms and conditions as laid out in this RFP.
- iii. If the progress of the Work is suspended by JMRC for a period of more than one month, the Agency may seek termination **of contract from JMRC.**

3.11. TERMINATION OF CONTRACT AGREEMENT

JMRC reserves the right to determine and terminate the contract at any time by giving 7 days' notice at the risk and cost of the contractor should, in JMRC's opinion, the cessation of work become necessary due to any reason whatsoever, in which case the value of the work done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the JMRC of such determination and the reasons therefore shall be conclusive evidence thereof.



3.12. FORCE MAJUERE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this tender and agreement to be signed in pursuant to this tender process, 'force majeure' shall mean any cause or agency preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. It is expressly agreed that Agencies ability to provide services to a third party at a more advantageous price or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE - I

CHECK LIST OF DOCUMENTS TO BE ENCLOSED IN TECHNICAL BID

S. No.	PART A: LIST OF DOCUMENTS TO BE ENCLOSED AS TECHNICAL BID	Whether enclosed
1.	All pages of RFP signed by the Authorised Signatory of the Bidder Organisation	Yes/No
2.	Annexure – I : This Check List, duly checked & signed	Yes/No
3.	Annexure – II (FORM-I): Declaration of acceptance of Terms & Conditions of the Request for Proposal (RFP) dully filled & signed	Yes/No
4.	Annexure – II (FORM-II): Bidder Profile and Bid form, duly filled & signed.	Yes/No
5.	Annexure – III: Format of Agreement, duly signed on each page	Yes/No
6.	Annexure – IV: Power of attorney duly signed and notarised, if applicable in favour of the authorised signatory of the Bid	Yes/No
7.	*Annexure –V: BOQ format duly signed (without entering financial rates)	Yes/No
8.	Annexure –VI: Format of bid securing declaration	Yes/No
9.	Registration Certificate of firm/ Partnership deed/ Certificate of incorporation etc.	Yes/No
10.	Copy of Income Tax Registration (PAN) & last six month Bank account statement	Yes/No
11.	Copy of GST Registration (with date of registration)	Yes/No
12.	Rent Agreement/ Telephone/ Electricity/ Water connection bill etc. copy in the name of Bidder Firm	Yes/No
13.	Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant/ Income Tax Returns (ITR), indicating the required turnover during last five years as per details provided in Annexure II: Form IV.	Yes/No
14.	Proof of payment of tender fee & E-tender Processing Fee/ scanned copy of DD/ Banker Cheque	Yes/No
15.	Proof of payment of BID SECURITY in JMRC office(scanned copy of DD/BC/ BG) (Annexure-V)	Yes/No

***Important: Please note that the rates quoted shall be mentioned in the soft copy of Bid (BOQ) only and not on any other page of the TECHNICAL BID.**

Signature of Authorized Signatory



ANNEXURE - II : FORM-I

Date:

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

I/We,, having my/our office at
....., agrees to all the Terms &
Conditions of the Request For Proposal (RFP) No.
-----, dated
----- issued by JMRC for engaging an Agency for Removal of
Advertisement Panels available at Metro Piers and outer wall of the Metro stations of
JMRC.

Our offer will remain valid for 120 days from the date of opening of Technical Bid.

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

Date

Signature

Place

Name

Seal of Authorised Signatory

Signature of Authorized Signatory

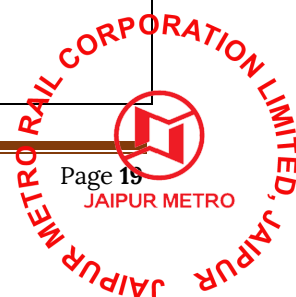


ANNEXURE - II : FORM-II

BIDEER PROFILE AND BID FORM

1.	RFP No.	RFP No. F.1 (P-67) JMRC/DCA/PRO/OD Advt/2020-21/Part-I/10	
2.	Name of the Work	Removal of Advertisement Panels available at Metro Piers and outer wall of the Metro stations	
3.	Name of the Bidder Firm		
4.	Registered Office	Address	
		Telephone Nos. (With STD Code)	
		Fax Nos. (With STD Code)/Mob. No.	
		E-mail ID	
		Website	
5.	Status of the bidder (Proprietorship / Partnership / Company / Society/ Any other (Specify)		
6.	Are you submitting bid on your own behalf or as Power of Attorney / Authorized signatory of the somebody else (Specify clearly)		
7.	GST Registration No. (Copy Enclosed)		
8.	PAN Card No. (Copy Enclosed)		
9.	Name and designation of the Chief Executive of the firm who would be responsible for providing services		
10.	Address		
11.	Name and designation of the authority that is authorized to sign and submit the tender document		
12.	Address		

Signature of Authorized Signatory



13.	If the bidder is Power of Attorney / Authorized signatory of somebody else, details of the principal on whose behalf bid is submitted.	
a.	Name of the Principal	
b.	Complete Postal Address (with Pin Code)	
c.	Telephone Nos. with STD code, including Mobile Number	
d.	Fax Nos. with STD code.	
e.	E-mail ID	
f.	Website	

We hereby certify that all the information provided above is correct and true to the best of our knowledge. We also certify that our organisation has neither been black listed nor our contracts have been terminated/ foreclosed by any government/ public sector organisation since 01.04.2018 till date, due to non-fulfilment of contractual obligations.

Date

Signature

Place

Name

Seal of Authorised Signatory

Signature of Authorized Signatory



ANNEXURE-III

FORMAT OF AGREEMENT

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of the month of _____, 2020, between, on the one hand, JAIPUR METRO RAIL CORPORATION (hereinafter called the "Corporation") and, on the other hand, _____ (hereinafter called the "Agency".)

WHEREAS

- (A) the Corporation requires the **Removal of Advertisement Panels available at Metro Piers and outer wall of the Metro stations** as defined in the RFP document attached to this Agreement (hereinafter called the "Work").
- (B) the Agency, having represented to the Corporation that they have the required professional skills, personnel and technical resources, have been selected to complete the Work on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The RFP Document in its entirety along with all its Annexures, Appendices, etc.
 - (ii) Addenda and/or Corrigenda to the RFP Document, if issued by the Corporation.
 - (iii) The Letter of Acceptance issued by the Corporation in favour of the Agency.
 - (iv) Agreement signed by the agency with JMRC.
 - (v) General Conditions of Contract (GCC) as available on JMRC's website.
 - (vi) SHE manual, as available on JMRC's website.
2. Duration of contract
The contract shall begin immediately on acceptance of the Letter of Acceptance (LOA) by the successful bidder. The initial time period of the contract shall be for six months, which shall be extendable for the next three months or part thereof (extended contract period), at the behest of JMRC, if required. Such extension would be on mutual agreement between JMRC and the Agency on same terms & conditions.
3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:

Signature of Authorized Signatory



- (i) The Agency shall provide the services as per the Scope of Work as specified in the RFP document and shall fulfil its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, that the Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and
- (ii) The Corporation will make payments to the Agency in accordance with the Letter of Acceptance.

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

Authorised Signatory

For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory

For _____(Agency)

Witness:

- a) Name and Address
b) Name and Address

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

Signature of Authorized Signatory



ANNEXURE-IV

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we, -----
(name of the bidder firm), having our registered office at -----
----- do hereby irrevocably constitute, nominate, appoint and authorise
Mr./Ms.----- son /daughter of Shri -----
-----and presently residing at -----
-----, who is presently employed with us and holding the position of -----
-----, as our true and lawful attorney (hereinafter referred
to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things
as are necessary or required in connection with or incidental to submission of our bid for
the Removal of Advertisement Panels available at Metro Piers and outer wall of the
Metro stations including but not limited to signing and submission of all applications,
bids and other documents and writings, participate in bidders and other conferences and
providing information / responses to the Authority, representing us in all matters before
the Authority, signing and execution of all contracts including the Contract Agreement
and undertakings consequent to acceptance of our bid, and generally dealing with the
Authority in all matters in connection with or relating to or arising out of our bid for the
said Project and/or upon award thereof to us and/or till the entering into of the Contract
Agreement with the Authority.

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

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY
OF _____ 2020.

For-----

In presence of:

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

- (1) (2)
.....

Accepted:

Note:

Signature of Authorized Signatory



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

Signature of Authorized Signatory



ANNEXURE-V

FORMAT OF FINANCIAL BID / BOQ

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	13	15
1	Removal of Advertisement Panels Available At Metro Piers & Outer Wall of Metro Stations					
1.01	Removal of Advertisement panels available on metro pier no. P89 to pier no. P 192 (approx. two panels on each pier), including loading & unloading and transportation from installation site to Metro Depot.	337.00	Nos		0.00	INR Zero Only
1.02	Removal of Advertisement panels on outer walls of NAMT, VKVR, SMNR, RMNR, CLJP, MRSN, SICIP station, including loading & unloading and transportation from installation site to Metro Depot.	14.00	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only

Terms and Conditions:

1. The Fee quoted above is/are after taking into consideration all the terms and conditions stated in the RFP and all the conditions that may affect the bid.
2. GST shall be extra, as applicable.

Date
Place

Signature
Name
Designation
Seal of Authorised Signatory

Note: This sheet is to be signed blank and no rate should be quoted here. The rates are to be quoted in downloaded BOQ sheet (soft copy) only. The bid will be summarily rejected in case rates are disclosed in technical bid.

Signature of Authorized Signatory



ANNEXURE-VI

FORMAT OF BID SECURING DECLARATION
(ON NON JUDICIAL STAMP PAPER)

Date:

Bid No. :

Alternative No. :

To:

.....

.....

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- a. When we withdraw or modify our bid after opening of bids;
- b. When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- c. When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- d. when we do not deposit the performance security within specified period after the supply/work order is placed, and
- e. if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:

- i. we are not the successful Bidder;
- ii. the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- iii. Thirty days after the expiration of our Bid.
- iv. the cancellation of the procurement process; or
- v. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:

Name:

In the capacity of:

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal.....

Signature of Authorized Signatory



ANNEXURE – VII

**ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013
DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN****Annexure A: 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 that 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 behaviour 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 party 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.

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 the min 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



Annexure B: 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 NoDated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess 1 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;

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Signature of Authorized Signatory



Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Director (Corporate Affairs) JMRC, JAIPUR.**

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

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

Signature of Authorized Signatory



- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(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. 1

[See rule S3]

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
.....(Supported by an affidavit)

7. Prayer:.....
.....

Place.....

Date

Appellant's Signature

Signature of Authorized Signatory

