

**Price: Rs.590**  
(Inclusive of GST)

## Rate Contract for Supply of Printed Corporate Stationery & Publicity Material

### BID DOCUMENT



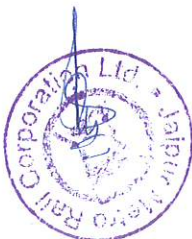
JAIPUR METRO

## Jaipur Metro Rail Corporation Ltd.

(A Govt. of Rajasthan Undertaking)

Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur -302020

Website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in), CIN: U60221RJ2010SGC0306



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## DISCLAIMER

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

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Work and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.





### CHECK LIST OF DOCUMENTS TO BE ENCLOSED

(Each page of the RFP, including Annexures, is to be signed)

#### Envelope- A. LIST OF DOCUMENTS TO BE ENCLOSED AS TECHNICAL BID

Proposal will contain the following documents :		Enclosed
1.	All pages (1 to 40) of this RFP Document with corrigendum & addendum, if any, with duly signed each page by the Authorised Signatory of the Bidder)	Yes/No
2.	Declaration of acceptance of Terms & Conditions of the GCC & Request for Proposal (RFP), duly filled & signed in the format at <b>Annexure-I</b> .	Yes/No
3.	Bidder's Profile, duly filled & signed ( <b>Annexure - II</b> )	Yes/No
4.	Format of the Contract, duly signed on each page ( <b>Annexure III</b> )	Yes/No
5.	Power of Attorney for signing of the bid, duly signed and notarised, if applicable in the format at <b>Annexure V</b>	Yes/No
6.	Bid Security declaration in prescribed form ( <b>Annexure VI</b> )	Yes/ No
7.	Format of Bank Guarantee for Performance Security Deposit at <b>Annexure VII</b> .	Yes/No
8.	<b>Eligibility Documents</b> as per Clause 1.3	
8.1	Copy of Income Tax Registration (PAN)	Yes/No
8.2	Copy of Goods & Service Tax Registration	Yes/No
8.3	Self-declaration regarding not black listed, on <b>Annexure-II</b> .	Yes/No
8.4	Rent Agreement/ Telephone / Electricity/ Water connection bill etc. copy in the name of Bidder Firm (one year old)	Yes/No
8.5	Certificates of satisfactory completion of supplies of similar nature of at least Rs. 5 lakhs yearly in Government/Public Sector/ Reputed Private organizations in any one year of last 3 financial years.	Yes/No
8.6	Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant /Income Tax Returns (ITR), indicating the required turnover during last five years.	Yes/No
9.	Proof of payment of Bid Document Cost in prescribed form	Yes/No

#### Envelope-B: LIST OF DOCUMENTS TO BE ENCLOSED AS FINANCIAL BID

Proposal will contain the following document :	Whether enclosed
<b>Annexure - IV:</b> Financial Bid duly filled and signed	Yes/No

**Important:** Please note that the rates quoted should be mentioned in the Financial Bid only and not on any other page of the RFP Document.



Signature of authorised signatory of the Bidder

## 1. NOTICE INVITING BIDS

### 1.1 INTRODUCTION

- i. Jaipur Metro Rail Corporation Limited (JMRC) is a Government of Rajasthan Undertaking and incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur-302020 with the mission of providing a safe, green, comfortable and fast mass rapid urban transit system to the capital city of Rajasthan.
- ii. JMRC invites sealed Bids from reputed, well established and financially sound Agencies/ firms involved in the business of printing stationery and binding for supply of printed corporate stationery & publicity material. The rate contract would be on the piece-rate basis for a period of 1 year (extendable up to 3 months as per Rule-29 (i) of RTPPR-2013), in accordance with details mentioned in the Schedule of Requirement, as part of this RFP.

### 1.2 SCHEDULES TO THE INVITATION OF RFP:

S.No.	Item	Particulars
i.	RFP No & Issue date	F.1(S-63)/JMRC/DC/Stores/Printed Corporate Stationery/08 Dated:25.08.2023
ii.	Websites for downloading Tender Document and subsequent clarification/ modification, if any	www.jaipurmetrorail.in http://transport.rajasthan.gov.in/jmrc www.sppp.rajasthan.gov.in
iii.	Estimated Cost	Rs. 7,35,239 (Inclusive of GST @ 18%)
iv.	Cost of Bid Document (Non - Refundable)	Rs. 590 (Inclusive of GST @ 18%) (Rupees Five Hundred Ninety Only)
v.	Bid Security	Rs. 14,700 or Bid Securing Declaration as per <b>Annexure-VI</b>
vii.	Last date & time for submission of Queries, if any, through Mail or Telephone	31.08.2023 (1700 Hrs)
viii.	Last date & time for replies to Queries	01.09.2023 (1700 Hrs)
ix.	Last date and time of downloading of Bid Document including clarifications / amendments, if any.	11.09.2023 (1200 Hrs.)
x.	Last date and time of Bid submission	11.09.2023 (1500 Hrs)
xi.	Date and Time for opening of Technical Bid*	11.09.2023 (1530 Hrs)
xii.	Date and Time for opening of Financial Bid of Technically qualified bidders	Subsequent to Technical Bid opening (Date to be intimated later to the Technically qualified bidders through e-mail/phone )
xiii.	Bid Validity	90 days from the last date of bid submission.

\*If due to any exigency, the date for opening of bids is declared as holiday, the auction process will be held on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.

Signature of authorised signatory of the Bidder





### 1.3 ELIGIBILITY CRITERIA OF BIDDERS:

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	The bidder firm should be in existence at least for last three years excluding the current financial year i.e. should be registered on or before 31.03.2020 & should be engaged in business of printing & related supplies.	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 number
ii.	Bidder should neither be a black listed firm nor should its contracts been terminated /foreclosed by any company / department during the last 3 financial years due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect on bidder firm's letter head & signed by authorised signatory of the firm. (ANNEXURE - I)
iii.	Either the Registered Office or the Functional Branch Office of the bidder should be located in Jaipur since last one year.	A copy of the Rent Agreement/ Telephone / Electricity/ Water connection bill in the name of Bidder Firm which is older than one year. A copy of the same for current month should also be enclosed.
iv.	The bidder must have executed works of similar nature of at least Rs. 5 lakhs annually in Government/Public Sector Undertaking / reputed private organizations in any one of last 3 financial years i.e., 2020-21,2021-22 and 2022-23.	a. List of Important assignments Completed. b. Self-Attested copies of orders received and executed with copies of order during the last three years. c. Certificates of satisfactory completion of these supplies mentioning the contract value/ amount paid, year of supply, issued by the authorised signatory of the client.
v.	The bidder firm's annual turnover should not be less than Rs. 20 Lakhs per year in any one of the last three financial years.	a. Audited Profit and Loss A/c and Balance Sheet shall be certified by a Chartered Accountant OR b. Income Tax Returns (ITR), indicating the required turnover

#### Note:

- Bid Application Form and subsequent clarifications on terms & conditions, if any, can be downloaded from JMRC website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) or state public procurement portal [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in). Keep visiting these websites for any subsequent clarifications & modifications, as the same will be issued only through these websites.
- JMRC does not have any agent / sub-agent for marketing. All prospective bidders are advised to be beware of frauds.

### 2. DEFINITIONS

In this RFP, the following expressions shall have the meaning stated herein:

"Addendum" means any written amendment to this RFP, from time to time issued by JMRC to the Interested Parties;



Signature of authorised signatory of the Bidder



**"Agency / contractor / Selected Bidder"** means the successful bidder engaged for conducting the Work as per the Schedule of Requirement defined in this document pursuant to the RFP Process.

**"Agreement" or "Contract Agreement"** means The Contract Agreement to be executed between JMRC and Selected Bidder, subsequent to the Letter of Acceptance as per the format at **Annexure-III**;

**"Applicant(s) / Bidder(s)"** means interested Bidder(s) (or its Affiliate) submitting a Proposal pursuant to this RFP within the time prescribed for the purpose;

**"Authority"** means Jaipur Metro Rail Corporation;

**"Authorised Signatory"** of the Bidder shall mean the person with Bidder Authorisation.

**"Bid"** shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document.

**"Bid Document"** shall mean this bid document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.

**"Corporation"** means Jaipur Metro Rail Corporation;

**"Jaipur Metro"** means Jaipur Metro Rail Corporation;

**"JMRC/JMRCL"** means Jaipur Metro Rail Corporation;

**"Letter of Acceptance (LOA)"** means the Letter from Corporation to selected Agency conveying selection and outlining the terms and rates of Assignment.

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 GENERAL INSTRUCTIONS

- i. JMRC's General Conditions of Contract (GCC) is part of this RFP Process and applicable to the Contract executed in pursuance of this RFP. Bidders are advised to carefully read the GCC uploaded on the JMRC website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in), <http://transport.rajasthan.gov.in/JMRC>.
- ii. By submitting the Proposal, the Applicant agrees to all the terms & conditions mentioned in the RFP and GCC.
- iii. The RFP and any addenda thereto, together with any further communications are issued for the purpose of inviting bids only. The Bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The Bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the JMRC may reject the Bid.
- iv. The Bid shall be filled in blue/black ball pen only.
- v. Bidder shall not submit more than one Bid.
- vi. Bids should be forwarded by Bidders under their original letter head, furnishing details like complete postal & e-mail address and contact details of their office.
- vii. If any change/addition/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the Contract, full Bid Security/ Performance Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder.
- viii. Alterations or overwriting, must be avoided however, if very necessary, it should be legible and signed by the bidder alongside such alterations or overwriting. Moreover, Whitener must not be

Signature of authorised signatory of the Bidder



used for any alterations.

- ix. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- x. Bids submitted after the last time and date for depositing Bid, shall not be considered.
- xi. If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- xii. The proposal shall not contain any conditional discount offer. Bids containing such offers will be summarily rejected. Additional condition (s) from the bidder shall not be accepted.
- xiii. Any Bid not accompanied by valid Bid Security and the cost towards Bid document, in acceptable form will be liable to be treated as being non-responsive.
- xiv. The entire Bid Security is liable to be forfeited:
  - a. If the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof;
  - b. If the Selected Bidder does not accept the offer within the prescribed time;
  - c. If any of the information submitted by a Bidder is found by JMRC to be materially untrue.
  - d. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4.10 of this Bid Document;
  - e. in case of the Selected Bidder, if it fails within the specified time limit:
    - i. to sign the Contract Agreement; or
    - ii. to furnish the Performance Security Deposit, within the period prescribed herein; or
    - iii. to submit the Statutory Deposit prescribed herein.

The decision of JMRC in this respect shall be final and binding.

- xv. At any time prior to the deadline for submission of Bid, JMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of addenda/corrigenda.
- xvi. In order to afford the Bidders reasonable time for taking an addendum/corrigendum into account, or for any other reason, JMRC may, in its sole discretion, extend the Last time and date of Bid submission. It is the Bidder's responsibility to submit the completed Bid Document taking into account all addendum / corrigendum issued.
- xvii. JMRC may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has:-
  - a. Submitted the Bid after the prescribed date and time of submission of bids.
  - b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
  - c. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
  - d. Submitted Bid document, which is not accompanied by required documentation and Bid Security is non-responsive.
  - e. Failed to provide clarifications/supplemental information related thereto, when sought.



Signature of authorised signatory of the Bidder



- f. Submitted more than one bid.
- xviii. JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- suspend and /or cancel the bidding Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
  - consult with any Bidder in order to receive clarification or further information;
  - retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Bidder.
- xix. It shall be deemed that by submitting the bid, the bidder agrees and release the JMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and: or claims it may have in this respect, whether actual or contingent, whether present or future.
- xx. The JMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the JMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the JMRC there under.

### 3.2 CORRESPONDENCE

For any clarification regarding the Proposal, the following officer of JMRC may be contacted:

**Joint General Manager (Administration)**

Jaipur Metro Rail Corporation,  
2nd Floor, Admin Building, Metro Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020

Tel. No.0141- 2822753, Email: [jgmadm@jaipurmetrorail.in](mailto:jgmadm@jaipurmetrorail.in)

### 3.3 COST OF TENDER/ BID DOCUMENT

- The tender should be submitted in the prescribed tender form, which may be purchased for ₹ 590 (Rupees Five Hundred Ninety Only) in form of Cash or DD/Banker Cheque of scheduled commercial bank drawn in favour of JMRC, payable at Jaipur. The cost of the Bid document is non- refundable.
- Tender document may also be downloaded from JMRC's website: [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). The printout of the downloaded tender document from the website shall be taken on A-4 size paper and the details are to be entered as per the requirement of the tender.

The bidder require to pay following amount in favour of JMRC draft/bankers cheque:-

1	Cost of BID	Rs. 590
2	RISL processing Fees	Rs. 500
3	BID Security	Rs. 14700

Signature of authorised signatory of the Bidder





**BID SECURITY**

Bidder shall submit BID Security declaration as per **Annexure-VI** of this RFP, in lieu of submission of EMD/Bid Security. As per RTPPr-2013 clause **42. Bid security.-**

(1) In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

(2) In lieu of bid security, a bid securing declaration shall be taken from the,-

(i) Departments/ Boards of the State Government or Central Government;

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or]

(v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.]

(3) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.

(4) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

(5) The bid security may be given in the form of cash, a banker's cheque or demand. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

(6) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.

(7) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

(8) The bank guarantee or electronic bank guarantee (e-BG) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

(09) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

(10) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

Signature of authorised signatory of the Bidder



- (a) when the bidder withdraws or modifies its bid after opening of bids;
- (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
- (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
- (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

(11) 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.

(12) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:- (a) the expiry of validity of bid security; (b) the execution of agreement for procurement and performance security is furnished by the successful bidder; (c) the cancellation of the procurement process; or (d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

### 3.5 SUBMISSION OF PROPOSAL

The Proposal duly filled in and complete in all respects must be submitted in a sealed envelope at the JMRC office clearly marked as "RFP for Rate Contract for Supply of Printed Corporate Stationery & Publicity Material ", addressed to:

**Executive Director (Corporate Affairs),**  
Jaipur Metro Rail Corporation,  
2<sup>nd</sup> Floor, Admin Building, Metro Depot,  
Bhriku Path, Mansarovar, Jaipur-302020

and must be dropped in the Bid Box labelled for the purpose and kept at the address **Conference Room No. A-206, Corporate Affairs Directorate, Wing-A.** RFP No. and Date of opening of Technical Bid must also be endorsed on this envelope. Please also indicate on the cover itself the name, full address, telephone numbers and e- mail of the Contact Person of the bidder.


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

This sealed envelope should consists of two separately sealed envelopes containing the Technical Bid (Envelope A) marked clearly as "Part: A- Technical Bid for rate contract for supply of printed stationery and publicity material" and Financial Bid (Envelope B) marked clearly as "Part: B- Financial Bid for rate contract for supply of printed stationery and publicity material". Name of the firm should also be written on both the envelopes.

#### a) Technical Bid (Envelope A):

This envelope should contain the Technical Bid consisting of a copy of this "Request for Proposal" with each page duly filled in and signed by the Bidder in acceptance of the terms and conditions therein, along with all due annexures as detailed below, all required documents in support of eligibility, Bid Security and cost of tender document, if downloaded or receipt of payment of tender document cost, if purchased. The technical details should include all the documents as prescribed in Envelope A of the check list.

Signature of authorised signatory of the Bidder





**b) Financial Bid (Envelope B):**

This Part should contain the Financial Bid in the prescribed Format as per **Annexure-IV**. It is to be noted that the rates to be quoted by the bidder in the Financial Bid shall be exclusive of GST/Tax and shall be payable separately on actual basis.

**3.6 EVALUATION OF BIDS**

- i. The bids will be opened on the date & time and place as per schedule specified in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- iv. Financial Bids will remain unopened and will be held in the custody of the Bidding Authority until the time of opening of the Financial Bids. The date and time of opening of Financial Bid shall be communicated to technically qualified bidders through email/phone in case the Financial Bids are not opened on the same day as the Technical Bids. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- v. The Financial Bids of only those Bidders who qualify the Technical evaluation stage will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign a register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- vi. The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful Bidder. The Lowest Bid will be decided upon the lowest total price quoted by the Bidder in the Financial Bid Format given at **Annexure IV**.
- vii. If the rates of GST changed by the government in the currency of the contract, the same shall be applicable.
- viii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- ix. If the bid of the successful bidder is substantially below the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder under the Contract. JMRC at its discretion may also reject such bids which

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are substantially low.

- x. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
- accept any tender not necessarily lowest on reasonable ground and justification
  - reject any tender which doesn't fulfil requisite conditions as defined in the RFP.
  - reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of award without incurring any liability.

### 3.7 AWARD OF CONTRACT & PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Acceptance (LOA) sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the "LOA", the Successful Bidder shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory within 7 days from the date of issue of Letter of Acceptance.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 5% of contract Agreement Amount, in the form of Demand draft or Bank Guarantee from any scheduled bank (**Annexure-VII**) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of LOA. The Performance Bank Guarantee (Performance Security Deposit) should remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations of Agency i.e.

#### As per RTPPR act 2013 rule no.75. Performance security.-

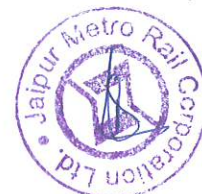
(1) Performance security shall be solicited from all successful bidders except the,-

- (i) Departments/Boards of the State Government or Central Government;
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order 2[:] 3[Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 5[31.03.2023], the performance security shall be taken as under:-

(a) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and

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(b) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and] 4

(3) Performance security shall be furnished in any one of the following forms-

(a) Deposit through eGRAS;

(b) Bank Draft or Banker's Cheque of a scheduled bank;

(c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

(d) 8[Bank guarantee or electronic bank guarantee (e-BG) 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;

(e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. 1[

(4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- iv. If the Bidder fails to deposit the required Performance Security Deposit or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid Security, in part, or in full at the discretion of the Chairman and Managing Director, JMRC. This failure shall also result in cancellation of tender.
- v. An agreement on a non-judicial stamp paper of Appropriate Amount as per format at **Annexure - III** shall be executed within 10 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- vi. After completion of all contractual obligations, Performance Security Deposit shall be returned/ discharged to the successful Agency within 60 days.
- vii. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be retained or to be extended to meet the requirement of validity of Performance Security valid up to the extended contract period enhanced by three months.
- viii. In case the contract period is extended with mutual consent beyond the initial period of one year, the Agency would be required to deposit new Performance Security in the form of Bank Guarantee or extend the existing Performance Bank Guarantee.

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#### 4. SPECIAL CONDITIONS OF CONTRACT (SCC)

##### 4.1 GENERAL TERMS & CONDITIONS

- i. The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RFP shall prevail.
- ii. The Agency shall be responsible for the proper transportation and packaging so as to avoid damage under normal conditions of transport and delivery of printed and/ or binded material in the good condition to JMRC.
- iii. The Agency shall not, create a sub-contract of any description with regard to the printing and/or binding job.
- iv. The Agency shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Agency in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- v. The JMRC will provide the samples for the various items wherever available and firm shall be bound to provide the proof of each item and get it approved from JMRC before final supply being made to JMRC.
- vi. The JMRC logo used on printed and/ or binded material are the sole copyright of JMRC and should not be used by or infringed upon for any commercial purposes or even otherwise by the agency.

##### 4.2 DURATION OF CONTRACT

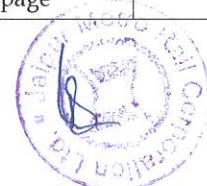
The contract shall begin immediately on acceptance of the Letter of Award (LOA) by the successful bidder. The initial time period of the contract shall be for one year, which shall be extendable as per Rule 73 of RTPPR-2013, at the behest of JMRC. Such extension would be on mutual agreement between JMRC and the Agency on the same rates and terms & conditions. Rate once approved shall remain fixed for entire duration of contract.

##### 4.3 SCHEDULE OF REQUIREMENT

JMRC intends to procure the following printed materials on Rate contract basis.

S.No.	Particulars	Specifications	Unit	Estimated qty.
<b>1</b>	<b>Annual Report</b>			
1.1	Annual Report	1. A-4 size booklet with glue/ soft binding.	per Booklet	100
		2. Each booklet shall contain upto 90 pages b/w printing (45 pages, both side) and cover page.		
		3. Each booklet shall contain also 04 inner multicolour pages both side.		
		4. Cover page multicolour print & designing.		
		5. Paper of cover page will be 300 GSM with gloss lamination and paper of inner pages will be 130 GSM matt papers.		
1.2		Additional inner pages (black & white) in Annual report above 90 pages.	per side of page	1000
1.3		Additional inner pages(color printing) in Annual report	per side of page	50

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S.No.	Particulars	Specifications	Unit	Estimated qty.
<b>2</b>	<b>Office Stationery</b>			
2.1	Note sheet - A4	A4 size, Green paper 70 GSM, 100 pages both side prints in black color, pad binding	per pack of 100 sheets	400
2.2	Printed File Cover	Sky Blue Color : 22" x 28"/2, with cloth pasting and 6 eyelet, 400 GSM	per file cover	800
2.3	Printed File Cover	Yellow Color : 22"x 28"/2 with cloth pasting and 6 eyelet, 400 GSM	per file cover	1000
2.4	Printed File Cover	Pink Color : 22"x 28"/2 with cloth pasting and 6 eyelet, 400 GSM	per file cover	400
2.5	Printed File Cover	Lavender Color : 22"x 28"/2 with cloth pasting and 6 eyelet, 400 GSM	per file cover	400
2.6	Envelopes	A4 :Size 10" x 12", 90 GSM paper, single side print , double color print, cloth envelope, Black & Red screen print	per envelope	500
2.7	Envelopes	F/S Size : 16" x 12" , 90 GSM single side print & double color print, cloth envelope, Black & Red screen print	per envelope	50
2.8	Envelopes	White Envelope: 11" x 5", 90 GSM paper, single side print , double color print, Black & Red screen print	per envelope	5000
2.9	Slip pad	Paper size A5 , Printed cover page 170 GSM ,multicolor spiral binding, with lined inner pages of 70 GSM having black & white logo on top corner, 80 pages	per slip pad	100
2.10	Plastic folders	Plastic Folders (Simple): Single side print in black color	per folder	2000
2.11	Plastic Button folder	Plastic Button folders : Single side print in double ( Red & Black) color	per folder	500
2.12	Printed form-Booklet	A4 , Single side print, black & white GSM 58, 100 pages , pages should be numbered and in 3 colors, Pakki book binding	per booklet	25
2.13	Printed form-Booklet	A5 Multicolor , GSM 58, 100 pages , pages should be numbered and in 2 colors(50 pages of each color) Pakki book binding	per booklet	25
2.14	Printed form-Booklet	Legal size: Single side print, GSM 58,100 pages, pages should be numbered and in 3 colors. Pakki book binding	per booklet	25
2.15	Registers	Legal Size white paper 70 GSM , both side lined, both pages counted to be 200 pages, with Gatta binding done, cover page printing, black & white logo at top corner of each page.	per register	100
2.16	Registers	Legal Size white paper 70 GSM , both side lined, both pages counted to be 400 pages, with Gatta binding done, cover page printing, black & white logo at top corner of each page.	per register	10
<b>3</b>	<b>Publicity Material</b>			
3.1	Pamph-lets A4	A4 Size, single side printed, multicolor , 170 GSM	per pamph-let	2000
3.2	Pamph-lets A4	A4 Size, both side printed, multicolor , 170 GSM	per pamph-let	2000
3.3	Pamph-lets A5	A5 size, both side printed , multicolor, 170 GSM	per pamph-let	5000

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S.No.	Particulars	Specifications	Unit	Estimated qty.
3.4	Pamph-lets A5	A5 Size, single side printed , multicolor, 170 GSM	per pamph-let	15000
3.5	Multifold pamph-lets	9.75" x 14" 170 GSM Art paper, multicolor both sides printing, Folding & creasing as per design	per pamph-let	500
3.6	Printed Flex Material	<b>Flex banners without frame with four eye lids</b>		
		i) Normal quality of flex	per square feet	250
		ii) Star quality of flex	per square feet	2500
		iii) Front lit Star quality of flex	per square feet	50
3.7	Printed Flex	i) Normal quality of flex with frame	per square feet	100
		ii) Star quality of flex with frame	per square feet	1000
		iii) Normal quality of flex with Box	per square feet	1000
		iv) Star quality of flex with frame and Box	per square feet	250
3.8	Printed Flex Material with standee	Star quality of flex	per square feet	200
4	<b>Miscellaneous Printed Material on Item Rate</b>			
4.1	A4 size printed material	A4, Black and White, paper quality 80 GSM, Super sunshine Double side printing	per side of the page	25000
4.2		A4, Multi color, paper quality 80 GSM, single side printing (Minimum 100 pages)	per page	1000
4.3		A4, Multi color, paper quality 80 GSM, Double side printing (Minimum 100 pages)	per side of the page	500
4.4	A4 Cover Page	A4, Colour : Multi colour print, Paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with Pin/soft/glue binding	per cover page set (front and back)	1000
4.5	A5 size printed material	A5,Black and White, paper quality 80 GSM, Super sunshine, single side printing	per page	500
4.6		A5, Black and White, paper quality 80 GSM, Super sunshine Double side printing (ordered quantity in multiple of 1000)	per side of the page	5000
4.7		A5, Multi color, paper quality 80 GSM, single side printing (Minimum 100 pages)	per page	250
4.8		A5, Multi color, paper quality 80 GSM,double side printing (Minimum 100 pages)	per side of the page	250
4.9	A5 Cover Page	A5,Multi color print , Paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with pin/soft/glue binding	per cover page set (front and back)	250
4.10	A3 size printed material	A3, Black and White, paper quality 80 GSM, Super sunshine, single side printing	per page	250
4.11		A3,Black and White, paper quality 80 GSM, Super sunshine Double side printing ( Minimum 100 pages)	per side of the page	250



S. No.	Particulars	Specifications	Unit	Estimated qty.
4.12		A3, Multi-color, paper quality 80 GSM, single side printing (Minimum 100 pages)	per page	200
4.13		A3, Multi color, paper quality 80 GSM, double side printing (Minimum 100 pages)	per side of the page	200
4.14	A3 Cover Page	A3, Multi colour print, Paper quality - front and back cover on Art paper of 300 GSM Gloss laminated with pin/soft/glue binding	per cover page set (front and back)	50
4.15	Identity Card	Plastic Card, 80 Micron, Both Side Multicolour Printing with laminated round cutting and card holder with lanyard	Each	500
4.16	Visiting Card	Visiting Card size 3.5" x 2" 300 GSM Single Side Printing Art Card	Per Card	1500
4.17		Visiting Card size 3.5" x 2" 300 GSM Both Side Printing in texture Sheet (Emboshed) Art Card	Per Card	1000
4.18		Visiting Card size 3.5" x 2" 300 GSM Single Side Printing in texture Sheet (Emboshed) Art Card	Per Card	1000
4.19	Certificates	A4, Multi colour print, Paper quality 300 GSM Gloss laminated Single Side Printing	Each	100
4.20	Spiral Binding (A3/A4 size paper)	i) No. of pages upto 50	Per Booklet	200
		ii) No. of pages > 50 upto 100	Per Booklet	50
		iii) No. of pages > 100	Per Booklet	50
4.21	Gatta Binding (Hard Cover)	i) A-4 Size Paper	Per Booklet	100
		ii) A-3 Size Paper	Per Booklet	20
4.22	Side pin soft Binding	i) A-4 Size Paper upto 50 pages	Per Booklet	250
		ii) A-5 Size Paper	Per Booklet	25
4.23	ACR Forms	i) A4, Multi color, paper quality 100 GSM, single side printing	per page	1500
		ii) A4, Multi color, paper quality 100 GSM, Double side printing	per side of the page	2000
4.24	Printed Advertisement material on sun board	i) Vinyl Printed sheet 108x19 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	10
		ii) Vinyl Printed sheet 88x19 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	10
		iii) Vinyl Printed sheet 69x19 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	2
		iv) Vinyl Printed sheet 52x 52 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	10
4.25	Designing charges	i) A4, Black and White	per page	50
		ii) A4, Multi color	per page	25
		i) A5, Black and White	per page	25
		ii) A5, Multi color	per page	50

Note: The design shall be as per JMRC.

#### 4.4 VARIATION CLAUSE

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The quantity mentioned in the Schedule of requirement and Financial Bid Format is indicative for the purpose of evaluation and determination of rates. JMRC will have the right to increase or decrease the quantity specified in the Schedule of requirement on the same terms and conditions during the contract period/ extended contract period as per followings.

- i. At the time of issuance of LOA, JMRC will have the right as per requirement increase or decrease up to 20% of the quantity of material to be printed and/ or binded as specified in the schedule of requirement without any change in price quoted and other terms and conditions during the contract period/ extended contract period.
- ii. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for supplying the printed and/ or binded material during currency of contract as per administrative requirements.
- iii. Further, JMRC reserves the right to place repeat order(s) for extra items or additional quantities within the contract period, on the rates and conditions given in the contract, up to 50% of the value of the supplies mentioned in the original contract as per need of particular item.

#### 4.5 STATUTORY OBLIGATIONS

Any type of statutory taxes applicable on supplies under this tender process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the selected bidder and the Corporation would make no extra payment on this account. In case, the selected bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the JMRC is put to any loss/obligation, monetary or otherwise, the JMRC will deduct the same from the monthly bills and or the Performance Security Deposit of the selected bidder, to the extent of the loss or obligation in monetary terms.

#### 4.6 DELIVERY SCHEDULE

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

S. No.	Details	Delivery Schedule in Calendar Days
1.	First Lot - Sample	Within 10 working days of issue of Purchase Order
2.	First Lot-supply	Within 7 working days of approval of sample*
3.	Subsequent lot supply	Within 7 working days from the date of Purchase Order.

\* Before supply of first lot of various items required, the Agency shall submit one sample of each item to JMRC for approval within ten days of issue of Purchase Order.

#### 4.7 PAYMENT TERMS

- i. The Agency will raise bills in the name of "JMRC, Jaipur" after completion of satisfactory delivery of goods against each purchase order.
- ii. Payments due shall be made by the JMRC through RTGS or crossed cheque issued in favour of the Agency.
- iii. Income Tax/GST shall be deducted at Source (TDS) from the bill as per rules. Necessary certificate of Income Tax Deducted at Source (TDS) shall be issued to the Agency.
- iv. No amount of interest will be payable by the JMRC, in case of delay or on any other reason.
- v. Any type of other statutory taxes applicable on supply under this contract process (either in force at present or may be applicable in future by a competent order/ notification and not quoted in Financial Bid) will be borne by the Agency and the Corporation would make no extra payment on this account.

#### 4.8 FAILURE TO SUPPLY THE MATERIAL AS PER THE PURCHASE ORDER

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The Agency shall supply the items as per the requirement of the Corporation spelt out in purchase order. Delay in supplies of these items in terms and conditions of this tender/ contract will be termed as default on the part of the agency/supplier and the Corporation shall be free to take action as under:

**i. Liquidated Damages:**

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

In the event of the Agency's failure to supply the goods as specified in this contract, the Corporation may, at its discretion, withhold any payment until the completion of the contract. The Corporation may also deduct from the Agency as agreed, liquidated damages amounting to the sum of 0.5% to of the contract price of the delayed/ undelivered stores/ supplies mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total contract amount which may be in addition to Risk and Cost action as defined at (iii) below.

**ii. Penalty for significant deficiencies in Supplies:**

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

**iii. Risk and Cost:**

In case of default, JMRC will have the right to get work executed from other agencies at the risk and cost of the agency. The cost difference between the alternative arrangements and tenderized value will be recovered from the agency along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the agency.

**4.9 TERMINATION OF CONTRACT AGREEMENT**

- i. JMRC reserves the right to terminate/curtail the contract at any time after giving 15 days' notice to the Agency owing to- 1. Deficiency in quality of goods supplied. 2. Inordinate delay in supplies or 3. Any other breach of contract, in which case the value of the proper supplies made to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in supplies. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- ii. JMRC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in JMRC's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the supplies done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.
- iii. It is expressly agreed that the Agency's ability to provide supplies to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a force majeure event.

**4.10 FRAUD AND CORRUPT PRACTICES**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest

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standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security and the Performance Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

- ii. Without prejudice to the rights of the Authority under Clause 4.10 (i) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Licensee Bank, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice (as defined above) during the Selection Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or selected bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any such Prohibited Practice.
- iii. For the purposes of this Clause 4.10 the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for this RFP;
  - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process for this RFP;
  - (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process for this RFP;
  - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process for this RFP; or (ii) having a Conflict of Interest'
  - (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process for this RFP.

#### 4.11 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 representatives of the Agency and Executive Director (Corporate Affairs).
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received

Signature of authorised signatory of the Bidder





by the MD, JMRC. The place of arbitration will be Jaipur. The provisions of the Arbitration and Conciliation Act, 1996 shall apply.

- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

#### **4.12 FORCE MAJEURE**

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this Bid and Contract Agreement to be signed in pursuance of this Bid process, "force majeure" shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. In the event of the Force-Majeure condition(s), either party shall have the option to terminate the contract for the reason of any or all of the Force-Majeure condition(s) notified as above by giving a notice of 7 days is the force majeure event continue for a period more than 7 days. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- iv. It is expressly agreed that Agency's ability to provide supplies to a third party at a more advantageous price or Agency's economic hardship shall not constitute a force majeure event.



**ANNEXURE - I**

**DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP & GCC**

I/We, ....., having my /our office at.....

....., agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) and of the Request For Proposal (RFP) No. ...., dated issued by JMRC for **Rate Contract for Supply of Printed Corporate Stationery & Publicity Material.**

I/We neither be a black listed firm and its contracts not has been terminated/foreclosed by any company / department during the last 3 financial years due to non- fulfilment of Contractual obligations.

Our offer will remain valid for 120 days from the last date of bid submission.

Date:  
Place:

Signature  
Name:  
Designation:  
Seal of Authorised Signatory





**ANNEXURE-II**
**BIDDER'S PROFILE & BID FORM**

1.	RFP No.	RFP No. F.1(S-63)/JMRC/DC/Stores/Printed Corporate Stationery/ ..... Dated: .....	
2.	Name of the Bidder Firm		
3.	Status of the Bidder Firm	Proprietorship/ Partnership firm/ Registered Company	
4.	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD)	
		Mobile No.	
		E-mail ID	
		Website	
5.	Operating/Branch Office (In Jaipur, if Registered office is situated out of Jaipur)	Address (With Pin Code)	
		Telephone Nos. (With STD)	
		Mobile No.	
		E-mail ID	
		Website	
6.	Date of registration/ incorporation and / or commencement of business		
7.	GST No.		
8.	PAN Card No.		
9.	Name and designation of the Chief executive of the firm		
	Address (With Pin Code)		
10.	Name and designation of the authority that is authorized to sign the Bid document		
	Address (With Pin Code)		
	Telephone Nos. (With STD Code)		
	Mobile No.		
	E-mail ID		
11.	Name and designation of the Contact Person of the Bidder		
	Address (With Pin Code)		
	Telephone Nos. (With STD Code)		
	Mobile No.		
	E-mail ID		

We hereby certify that our organisation has neither been black listed nor our contracts have been terminated/fore closed by any company/ government department/public sector organisation during last 03 financial years ending 31.03.2023 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.

Date:

Place:

Signature:

Name:

Designation:

Seal of Authorised Signatory

Signature of authorised signatory of the Bidder



**ANNEXURE-III****FORMAT OF CONTRACT AGREEMENT****Rate Contract for Supply of Printed Corporate Stationery & Publicity Material**

This agreement is made on ..... this day of .....two thousand ..... between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur -302020, hereinafter called the "Corporation or JMRC" of the one part, represented by .....(Designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

and

.....a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at ....., hereinafter called the "....." of the one part, represented by.....of the other part, hereinafter called the "Agency" (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.);

Now, therefore, this indenture witnessed:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
  - i. The RFP Document (No. .... dated: .....) in its entirety along with all its Annexures, Appendices, etc.
  - ii. Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the Corporation.
  - iii. The Letter of Award (LOA) issued by the Corporation in favour of the Agency.

2. Duration of contract

The contract shall begin immediately on acceptance of the Letter of Award (LOA) by the successful bidder. The initial time period of the contract shall be for one year, which shall be extendable for the next one year 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.

3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:

- a. The Agency shall provide the supplies as per the Schedule of requirement as specified in the RFP document and shall fulfil its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, the Agency shall provide the supplies 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 Supplies, as a faithful supplies provider to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and
- b. The Corporation will make payments to the Agency in accordance with the rates mentioned in the Letter of Acceptance & terms and conditions of the RFP.

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.

a) Name and Address

b) Name and Address

Authorised Signatory

For .....(Agency)

a) Name and Address

b) Name and Address

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

Signature of authorised signatory of the Bidder





**ANNEXURE- IV**
**FINANCIAL BID**

S. No.	Particulars	Specifications	Unit	Estimated qty.	Rate per Unit	Total cost (₹)	Rate of GST (%)	Total cost with GST(₹)
1	<b>Annual Report</b>							
1.1	Annual Report	1. A-4 size booklet with glue/soft binding. 2. Each booklet shall contain upto 90 pages b/w printing (45 pages, both side) and cover page. 3. Each booklet shall contain also 04 inner multicolour pages both side. 4. Cover page multicolour print & designing. 5. Paper of cover page will be 300 GSM with gloss lamination and paper of inner pages will be 130 GSM matt papers.	per Booklet	100				
1.2		Additional inner pages (black & white) in Annual report above 90 pages.	per side of page	1000				
1.3		Additional inner pages(color printing) in Annual report	per side of page	50				
2	<b>Office Stationery</b>							
2.1	Note sheet - A4	A4 size, Green paper 70 GSM, 100 pages both side prints in black color, pad binding	per pack of 100 sheets	400				
2.2	Printed File Cover	Sky Blue Color : 22" x 28"/2, with cloth pasting and 6 eyelet, 400 GSM	per file cover	800				
2.3	Printed File Cover	Yellow Color : 22"x 28"/2 with cloth pasting and 6 eyelet, 400 GSM	per file cover	1000				
2.4	Printed File Cover	Pink Color : 22"x 28"/2 with cloth pasting and 6 eyelet, 400 GSM	per file cover	400				
2.5	Printed File Cover	Lavender Color : 22"x 28"/2 with cloth pasting and 6 eyelet, 400 GSM	per file cover	400				
2.6	Envelopes	A4 :Size 10" x 12", 90 GSM paper, single side print , double color print, cloth envelope, Black & Red screen print	per envelope	500				
2.7	Envelopes	F/S Size : 16" x 12" , 90 GSM single side print & double color print, cloth envelope, Black & Red screen print	per envelope	50				
2.8	Envelopes	White Envelope: 11" x 5", 90 GSM paper, single side print , double color print, Black & Red screen print	per envelope	5000				
2.9	Slip pad	Paper size A5 , Printed cover page 170 GSM ,multicolor spiral binding, with lined inner pages of 70 GSM having black & white logo on top corner, 80 pages	per slip pad	100				
2.10	Plastic folders	Plastic Folders (Simple): Single side print in black color	per folder	2000				
2.11	Plastic Button folder	Plastic Button folders : Single side print in double ( Red & Black) color	per folder	500				
2.12	Printed form-Booklet	A4 , Single side print, black & white GSM 58, 100 pages , pages should be numbered and in 3 colors, Pakki book binding	per booklet	25				
2.13	Printed form-Booklet	A5 Multicolor , GSM 58, 100 pages , pages should be numbered and in 2 colors(50 pages of each color) Pakki book binding	per booklet	25				

Signature of authorised signatory of the Bidder



S. No.	Particulars	Specifications	Unit	Estimated qty.	Rate per Unit	Total cost (₹)	Rate of GST (%)	Total cost with GST(₹)
2.14	Printed form-Booklet	Legal size: Single side print, GSM 58,100 pages, pages should be numbered and in 3 colors. Pakki book binding	per booklet	25				
2.15	Registers	Legal Size white paper 70 GSM, both side lined, both pages counted to be 200 pages, with Gatta binding done, cover page printing, black & white logo at top corner of each page.	per register	100				
2.16	Registers	Legal Size white paper 70 GSM, both side lined, both pages counted to be 400 pages, with Gatta binding done, cover page printing, black & white logo at top corner of each page.	per register	10				
3	<b>Publicity Material</b>							
3.1	Pamph-lets A4	A4 Size, single side printed, multicolor, 170 GSM	per pamph-let	2000				
3.2	Pamph-lets A4	A4 Size, both side printed, multicolor, 170 GSM	per pamph-let	2000				
3.3	Pamph-lets A5	A5 size, both side printed, multicolor, 170 GSM	per pamph-let	5000				
3.4	Pamph-lets A5	A5 Size, single side printed, multicolor, 170 GSM	per pamph-let	15000				
3.5	Multifold pamph-lets	9.75" x 14" 170 GSM Art paper, multicolor both sides printing, Folding & creasing as per design	per pamph-let	500				
3.6	Printed Flex Material	<b>Flex banners without frame with four eye lids</b>						
		i) Normal quality of flex	per square feet	250				
		ii) Star quality of flex	per square feet	2500				
		iii) Front lit Star quality of flex	per square feet	50				
3.7	Printed Flex	i) Normal quality of flex with frame	per square feet	100				
		ii) Star quality of flex with frame	per square feet	1000				
		iii) Normal quality of flex with Box	per square feet	1000				
		iv) Star quality of flex with frame and Box	per square feet	250				
3.8	Printed Flex Material with standee	Star quality of flex	per square feet	200				
4	<b>Miscellaneous Printed Material on Item Rate</b>							
4.1	A4 size printed material	A4, Black and White, paper quality 80 GSM, Super sunshine Double side printing	per side of the page	25000				
4.2		A4, Multi color, paper quality 80 GSM, single side printing (Minimum 100 pages)	per page	1000				
4.3		A4, Multi color, paper quality 80 GSM, Double side printing (Minimum 100 pages)	per side of the page	500				
4.4	A4 Cover Page	A4, Colour : Multi colour print, Paper quality - front and back cover on Art paper of 300 GSM Gloss laminated with Pin/soft/glue binding	per cover page set (front and back)	1000				

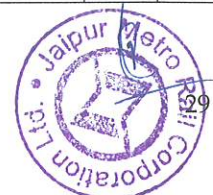
Signature of authorised signatory of the Bidder





S. No.	Particulars	Specifications	Unit	Estimated qty.	Rate per Unit	Total cost (₹)	Rate of GST (%)	Total cost with GST(₹)
4.5	A5 size printed material	A5,Black and White, paper quality 80 GSM, Super sunshine, single side printing	per page	500				
4.6		A5, Black and White, paper quality 80 GSM, Super sunshine Double side printing (ordered quantity in multiple of 1000)	per side of the page	5000				
4.7		A5, Multi color, paper quality 80 GSM, single side printing (Minimum 100 pages)	per page	250				
4.8		A5, Multi color, paper quality 80 GSM,double side printing (Minimum 100 pages)	per side of the page	250				
4.9	A5 Cover Page	A5,Multi color print , Paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with pin/soft/ glue binding	per cover page set (front and back)	250				
4.10	A3 size printed material	A3, Black and White, paper quality 80 GSM, Super sunshine, single side printing	per page	250				
4.11		A3,Black and White, paper quality 80 GSM, Super sunshine Double side printing ( Minimum 100 pages)	per side of the page	250				
4.12		A3,Multi-color, paper quality 80 GSM, single side printing (Minimum 100 pages)	per page	200				
4.13		A3, Multi color, paper quality 80 GSM, double side printing (Minimum 100 pages)	per side of the page	200				
4.14	A3 Cover Page	A3, Multi colour print , Paper quality – front and back cover on Art paper of 300 GSM Gloss laminated with pin/soft/ glue binding	per cover page set (front and back)	50				
4.15	Identity Card	Plastic Card, 80 Micron, Both Side Multicolour Printing with laminated round cutting and card holder with lanyard	Each	500				
4.16	Visiting Card	Visiting Card size 3.5" x 2" 300 GSM Single Side Printing Art Card	Per Card	1500				
4.17		Visiting Card size 3.5" x 2" 300 GSM Both Side Printing in texture Sheet (Embossed) Art Card	Per Card	1000				
4.18		Visiting Card size 3.5" x 2" 300 GSM Single Side Printing in texture Sheet (Embossed) Art Card	Per Card	1000				
4.19	Certificates	A4, Multi colour print, Paper quality 300 GSM Gloss laminated Single Side Printing	Each	100				
4.20	Spiral Binding (A3/ A4 size paper)	i) No. of pages upto 50	Per Booklet	200				
		ii)No. of pages > 50 upto 100	Per Booklet	50				
		iii)No. of pages > 100	Per Booklet	50				
4.21	Gatta Binding (Hard Cover)	i)A-4 Size Paper	Per Booklet	100				
		ii) A-3 Size Paper	Per Booklet	20				
4.22	Side pin soft Binding	i)A-4 Size Paper upto 50 pages	Per Booklet	250				
		ii) A-5 Size Paper	Per Booklet	25				
4.23	ACR Forms	i) A4, Multi color, paper quality 100 GSM, single side printing	per page	1500				
		ii) A4, Multi color, paper quality 100 GSM, Double side printing	per side of the page	2000				

Signature of authorised signatory of the Bidder



S. No.	Particulars	Specifications	Unit	Estimated qty.	Rate per Unit	Total cost (₹)	Rate of GST (%)	Total cost with GST(₹)
4.24	Printed Advertisement material on sun board	i) Vinyl Printed sheet 108x19 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	10				
		ii) Vinyl Printed sheet 88x19 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	10				
		iii) Vinyl Printed sheet 69x19 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	2				
		iv) Vinyl Printed sheet 52x 52 cm, Single side printing in multicolor on 3 mm Thickness Sun Board	Per Unit	10				
4.25	Designing charges	i) A4, Black and White	per page	50				
		ii) A4, Multi color	per page	25				
		i) A5, Black and White	per page	25				
		ii) A5, Multi color	per page	50				
G. Total with GST								

\* The rates quoted above are FOR prices & delivery of finished goods shall be made by Agency at its own cost, for which no extra payment will be made by JMRC.

\* The rates of GST shall be payable as per prevailing rates.

Signature of Authorised Signatory (of Bidder)



Signature of authorised signatory of the Bidder



**ANNEXURE-V****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 **"Rate Contract for Supply of Printed Corporate Stationery & Publicity Material"** 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 .....2023.

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

**Accepted**

(Signature, Name, Designation and Address of Attorney)

**Witnesses:**

- 1.
- 2.

**Note:**

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

Signature of authorised signatory of the Bidder



**ANNEXURE - VI**

**FORMAT OF BID SECURITY DECLARATION**

(On a Non-Judicial Stamp Paper of requisite value)

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 authorised signatory of the Bidder





ANNEXURE-VII**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

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

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt ..... (hereinafter called the Selected Bidder) from the demand of security deposit of Rs. .... on production of Bank Guarantee for Rs. .... for the due fulfilment by the Selected Bidder of the terms & conditions to be contained in a Contract Agreement for **Printed Corporate Stationery & Publicity Material Supplies** pursuant to the RFP No. .... dated ..... issued by JMRC for **Rate Contract For Supply Of Printed Corporate Stationery & Publicity Material** we, ..... (name of the Guaranteeing Bank, hereinafter referred to as "the Bank") at the request of ..... (Selected Bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs. ...., against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, ..... by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said Contract agreement or RFP, or against any penalty imposed by JMRC on the Selected Bidder on such grounds.

1. We ..... (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the Selected Bidder by JMRC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or RFP or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs .....
2. We ..... (name of the Bank) undertake to pay to JMRC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Selected Bidder shall have no claim against us for making such payment.
3. We ..... (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 15 months from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.
4. We ..... (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the

Signature of authorised signatory of the Bidder



Contract agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney.....

Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers: .....

Fax numbers: .....

Note: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.





**ANNEXURE-VIII**

**ANNEXURE 'A' TO ANNEXURE 'D' 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 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
  - d. 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
  - e. 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
  - f. 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 authorised signatory of the Bidder



**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 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;

Date:

Signature of bidder

Place:

Name

Designation:

Address:



Signature of authorised signatory of the Bidder



### **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.
- 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.

Signature of authorised signatory of the Bidder



- 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

**Annexure D: Additional Conditions of Contract****1. Correction of Arithmetical errors**

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. 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
- ii. 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
- iii. 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 (i) and (ii) above.

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.

**2. Procuring Entity's Right to Vary Quantities**

At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

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 of compensation except otherwise provided in the Conditions of Contract.

In case of procurement of Goods or services, 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 one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

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 Bidder, 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.

-----End of this document-----

Signature of authorised signatory of the Bidder

