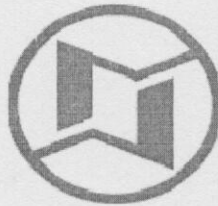


Price Rs.590/-

JMRC/O&S/RS/2023-24/NIB/002



JAIPUR METRO

**RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY
MATERIALS FOR JMRC**

Jaipur Metro Rail Corporation Ltd.
Directorate of Operations & Systems
Admin Building, Mansarovar Metro Train Depot,
Mansarovar, Jaipur – 302020
Website: <http://transport.rajasthan.gov.in/jmrc>
Email: gms@jaipurmetrorail.in

BID DOCUMENT

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CHECK LIST OF DOCUMENTS TO BE ENCLOSED

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

S. No.	Documents	Enclosed Yes/No	Remarks
(A)	To be deposited Physically at JMRC up to last date of submission of bid (In Original)	Yes/No	
i.	DD/proof of fee deposition for Bid cost in favour of Jaipur Metro Rail Corporation Ltd, Jaipur	Yes/No	
ii.	Proof of Processing Fee payable in favor of MD, RISL, Jaipur	Yes/No	
iii.	Proof of EMD/Bid security amount	Yes/No	
iv.	Notarized form A on non- judicial stamp paper of Rs. 100/-	Yes/No	
(B)	Through Online Mode on Eproc.rajasthan.gov.in (Signed & Scan copy)		
v.	Complete, filled Bid document with seal and signed with any addendum/corrigendum/pre-bid meeting minutes of meeting if issued.	Yes/No	
vi.	Copy of GST Certificate & PAN Certificate with Seal and signed	Yes/No	
vii.	Cancelled Cheque for future payment reference(optional)	Yes/No	
viii.	Copy of LOAs / POs/Work Orders along with their individual work completion certificates mentioning Period of the contract, work completion date, name of the work and Amount paid for the contract	Yes/No	
ix.	Eligibility Documents as per (v) of NIB	Yes/No	
x.	Any other document if bidder wants to submit	Yes/No	

NOTE:

- 1.The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid.
- 2.PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID. **Price bid should NOT be indicated at any place in the Technical Bid**, otherwise the Proposal shall be summarily rejected.
- 3.Please note that the quoted rate should be mentioned in the Financial Bid only in .xls format and not on any other page of the BID Document.
- 4.Contractor/Bidder will have to print and insert color pages in between B&W documents /manuals.
- 5.The defined quantities/pages in estimated quantity column are required as per JMRC requirement i.e. all the pages may be of copies of same pages or each pages may be of different- different contents.
- 6.The design shall be as per JMRC requirement.

Signature of Authorized Signatory of Bidder

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7. 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.
8. The rates are inclusive of all-labour, transportation, material all type taxes (Including GST) etc.
9. Above given quantities are the estimated quantities & can vary lower /higher sides.
10. Paper quality (i.e. GSM) specified in tender document/BOQ should be adhered to. However if particular quality of paper (i.e. GSM) is not available in the market (due to its being non Standard GSM); nearest standard paper quality (GSM) can be used with prior approval with JMRC
11. Whenever Multicolor is specified; it means multicolor print (i.e. color printing).
12. The color of paper used in printing can be white/green/yellow/blue/pink etc; as per requirement of JMRC.
13. Contractor will required to submit invoice in GST format.

1 NOTICE INVITING BIDS

KEY DETAILS:

Jaipur Metro Rail Corporation (JMRC) Ltd. invites on line open e-bids (Single- stage Single cover method) bidding process for bid of "RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC, JAIPUR".

a)	Designation and address of inviting authority	General Manager (Rolling Stock), JMRC, JAIPUR
b)	UBN No.	
c)	NIB/Bid No.	JMRC/O&S/RS/2023-24/NIB/002
d)	Name of Bid	RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC
e)	Cost of Bid Form	Rs. 590/- including 18% GST, Cost of Bid Form is non refundable.
f)	Estimated Cost Inclusive GST	Rs. 17,36,102/-
g)	Processing Fee	Rs.500/- (Rs. One Thousand only) by Demand Draft / Bankers Cheque in favour of MD, RISL, Jaipur payable at Jaipur.
h)	Earnest Money Deposit (EMD) / Bid Security.	Rs. 34,722/- (2% of the Estimated Cost) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
i)	Performance Security	(5 % of the LOA Amount) in the form of Banker's Cheque/ Demand Draft/ Bank guarantee/FDR of a Scheduled Bank in favour of "Jaipur Metro Rail Corporation Ltd." payable at Jaipur.
j)	Name of website (s) for down load of Bid document and clarification (s) / Modification (s), if any	http://transport.rajasthan.gov.in/jmrcwww.sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in
k)	Bid Document Availability Period	From 17:00 Hrs of 30.06.2023 to 14:00 hrs of 06.07.2023
l)	Date and Place of Pre Bid Conference	1130 hrs on 07.07.2023 Conference Room-D10, Mansarovar Metro Train Depot, Workshop Building, Bhrigu path, Mansarovar Jaipur – 302020 Email: gmrs@jaipurmetrorail.in jgmrs@jaipurmetrorail.in
m)	Last date for receiving queries/ clarifications	Up to 17:00 hrs on 07.07.2023
n)	uploading of reply to	Up to 17:00 hrs on 13.07.2023

	queries/clarifications	
o)	Online Submission start date	0900 hrs on 14.07.2023
p)	Last Date for submission of online Bid	15 : 00 Hrs. dated 26.07.2023
q)	Time & Date of Opening of online Bid	15 : 30 Hrs. dated 26.07.2023
r)	Venue and Last Date of Physical Submission of Bid Cost, Bid Security, Processing Fee and Notarized form A on non judicial stamp paper of Rs. 100/-	On 26.07.2023 at 15:00 hrs. Office of Manager(RS), Room no. S09, DCOS Building, Metro Train Depot, Mansarovar, Jaipur - 302020
s)	Validity of Bid	90 days from the last date of submission of Bid.
t)	Delivery of items	Within 30 days from the date of issue of "work order".
u)	Period of Completion	2 years from the stipulated date of commencement
v)	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.	i. Registration certification of the firm / Partnership deed / Certificate of incorporation etc. as applicable ii. Articles of Association & Memorandum of Association (if applicable) iii. Income Tax Registration (PAN) iv. GST Registration Certificate
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.
iii.	Either the Registered Office or the functional Branch Office of the bidder should be located in Jaipur for last one year.	A copy of the Rent Agreement/Electricity/ Water connection bill in the name of Bidder Firm.
iv.	The bidder must have executed works of similar nature during last three years in which the tenders are invited should be either of the following : a. Three similar satisfactorily	a. List of Important assignments completed. b. Self-Attested copies of orders received and executed with copies of order during the last three years from local body/Govt./semi Govt./Pvt. Ltd.etc



	<p>completed printing works each costing not less than the amount equal to 40% of Estimated Cost.</p> <p>or</p> <p>b. Two similar satisfactorily completed printing works each costing not less than the amount equal to 50% of Estimated Cost.</p> <p>or</p> <p>c. One similar satisfactorily completed printing work costing not less than the amount equal to 80% of Estimated Cost.</p>	<p>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.</p>
v.	<p>Minimum Average Annual Turnover of the Bidder during last three financial years should not be less than 40% of the estimated cost</p>	<p>a. Audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant OR Turnover statement verified by Chartered Accountant.</p> <p>b. Income Tax Returns (ITR), indicating the required turnover</p>

w) Bank Account details should be attached with bid document by bidder on their letter-head duly signed and stamped or should be supported with one copy of cancelled cheque.
(Form J: Bank details)

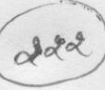
x) The complete bid document can be downloaded from the state e-procurement Website <https://www.eproc.rajasthan.gov.in> and interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <http://transport.rajasthan.gov.in/jmrc> and state procurement portal i.e., www.sppp.raj.nic.in. Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online bids, as per Information Technology Act, 2000, Bidders will have to obtain Digital signature Certificate (DSC) from any agency approved by Controller of Certifying Authorities (CCA). Bidders who already have a Valid Digital Signature Certificate need not to obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned bids will not be entertained and will be rejected outright

y) At any stage if it is found that bidder has not met any of the above eligibility criteria, his bid will be summarily rejected and action shall be taken as per terms and conditions of this bid documents.

Note:

1. All bidders or their authorized representative may attend the opening of Bid.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid

Signature of Authorized Signatory of Bidder



- opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. If same firm/company quoted bid more than one at different branches for bidding process, all such that bid will be rejected as per Rule 81 of RTPPR, 2013.
 4. If the date of opening is declared holiday, then Bids will be opened on next working day.
 5. In case of any further details/clarification required, the same can be collected/clarified from the office of Joint General Manager(RS)

Office of JGM (Rolling Stock),
Room no. D-03, Workshop Building,
Mansarovar metro train depot, Bhrigu path, Mansarovar, Jaipur-302020
Email: jgmrs@jaipurmetrorail.in
Cont. No. +91-9650093279

NOTE: - Approved GCC is uploaded and available on the JMRC website, By Signing the Bid document, firm agrees to accept the GCC.
The Contract is governed by latest RTPP Rule, 2013. Bid has been prepared and submitted in accordance with the instructions given herein.

Ref

2 DEFINITIONS

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

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

"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 contract Process.

"Agreement" or "Contract Agreement" means The Contract Agreement to be executed between JMRC and Selected Bidder, subsequent to the Letter of Award 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.

"B&W" means black and white document.

"Corporation" means Jaipur Metro Rail Corporation;

"Jaipur Metro" means Jaipur Metro Rail Corporation;

"JMRC/JMRCL" means Jaipur Metro Rail Corporation;

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

"RTPPR" means the Rajasthan Transparency in Public Procurement Rules, 2013 with amendment.

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Signature of Authorized Signatory of Bidder



3 INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS

Online Bid is invited for the Bid No. JMRC/O&S/RS/2023-24/NIB/002 towards "RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC" by Jaipur Metro Rail Corporation Limited hereinafter called the 'Employer', for Goods/Services/Works in accordance with this Bid Package. The Bid consist of the following documents, along with their Tables, appendices, addenda, corrigenda and errata if any.

- (i) Notice Inviting Bid
- (ii) Instructions To Bidder (ITB)
- (iii) Special Conditions of Contract (SCC) and Scope of Work
- (iv) Formats forming part of technical bid
- (v) Financial Bid - Bill of Quantities

Bids shall be prepared and submitted in accordance with the instructions given herein. This bid is under RTPP Act 2012 & RTPP Rules, 2013.

- 3.1.1 By submitting the Proposal, the Applicant agrees to all the terms & conditions mentioned in the BID and GCC.
- 3.1.2 The Bid 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.
- 3.1.3 The Bid shall be filled online only.
- 3.1.4 Bidder shall not submit more than one Bid.
- 3.1.5 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.
- 3.1.6 If any change/addition/deletion is made by the Bidder in the Bid document and if the same is detected at any stage even after the award of the Contract, full Earnest Money Deposit/Bid Security Deposit will be forfeited and the contract will be terminated at the risk and cost of the Bidder.
- 3.1.7 Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- 3.1.8 Bids/physical instrument submitted after the last time and date for depositing Bid shall not be considered.
- 3.1.9 If some of the document/annexure(s) is/are missing, the Corporation has the right to reject the Bid as invalid Bid.
- 3.1.10 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.
- 3.1.11 Any Bid not accompanied by valid Earnest Money Deposit, tender processing fees and the cost of Bid document, in acceptable form will be liable to be treated as being non-responsive.
- 3.1.12 The entire Earnest Money/Bid Security Deposit 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 3.12 of this Bid Document;

Signature of Authorized Signatory of Bidder

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 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.

3.1.13 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.

3.1.14 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.

3.1.15 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 Earnest Money Deposit (EMD)/Bid Security or is non-responsive.
- e. Failed to provide clarifications/supplemental information related thereto, when sought.
- f. Submitted more than one bid.

3.1.16 JMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and /or cancel the bidding Process and/ or ammend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to the JMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
- d. 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.

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- 3.1.17 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.
- 3.1.18 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 PRE-BID CONFERENCE

- 3.2.1 For the purpose of affording bidders an opportunity to obtain clarifications and/or give suggestions with regard to this bid and bid process, a pre-bid conference shall be held as per the schedule indicated in the Clause "Notice Inviting Bids."
- 3.2.2 Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Proposal.
- 3.2.3 JMRC may issue clarification/amendments on its own or in response to queries. All clarifications and interpretations issued by the JMRC shall be deemed to be part of the Bid Document. Verbal clarifications and information given by JMRC or its employees or representatives shall not in any way or manner be binding on the JMRC.
- 3.2.4 JMRC may or may not reply to queries at its discretion.
- 3.2.5 Queries / request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- 3.2.6 Responses/ clarifications/ Addendum/ Corrigendum shall only be issued through uploading on JMRC's website <http://transport.rajasthan.gov.in/jmrcand> state public procurement website www.sppp.rajasthan.gov.in & <https://eproc.rajasthan.gov.in> . Prospective bidders are advised to keep visiting this website for updates.
- 3.2.7 Requests for clarifications shall be furnished in the following format:

S.No.	Bid Clause (Reference)	Bid Annexure(Reference)	Query/ Clarification sought

Handwritten signature

- 3.2.8 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.3 CORRESPONDENCE

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

Office of JGM (Rolling Stock),
Room no. D-03, Workshop Building,
Mansarovar metro train depot, Bhriku path, Mansarovar, Jaipur-302020
Email: jgmrs@jaipurmetrorail.in
Cont. No. +91-9650093279

3.4 BID DOCUMENTS

3.4.1 CONTENTS OF BID DOCUMENTS

The Bidder is expected to examine carefully all the contents of the Bid documents including instructions, conditions, forms, terms, specifications and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids, which are not responsive to the requirements of the Bid documents, will be rejected.

3.4.2 SUBMISSION OF BIDS

3.4.2.1 COST OF BID DOCUMENT AND BID SECURITY /EMD

The BID should be submitted in the prescribed Bid document, which may be purchased, cost of bid document as specified in NIB by Cash or DD/Banker Cheque drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur. The complete bid document can also be downloaded from the website <http://transport.rajasthan.gov.in/jmrc> or www.sppp.rajasthan.gov.in or www.eproc.rajasthan.gov.in. In case the bid document is downloaded from website, the cost of bid document is to be submitted in the form of DD/Banker's Cheque along with the Bid document submitted. The cost of the Bid document is non-refundable.

- 3.4.2.2 EMD can be deposited in the form of Demand Draft/ Bankers Cheque of amount defined in NIB key details "clause-h" drawn in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.

- 3.4.2.3 Bid security shall be 2% of the estimated value of subject matter of procurement. 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

Signature of Authorized Signatory of Bidder

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Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. (Please refer rule 42 of RTPPR i.e. Rajasthan Transparency in Public Procurement Rules, 2013. Proof of such exemption has to be submitted with the bid document.

- 3.4.2.4 The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and submitting performance security.
- 3.4.2.5 The Bid Security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- a) When the bidder withdraws or modifies its bid after opening of bids;
 - b) 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;
 - c) When the Bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - d) If the Bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 3.4.2.6 Notice will be given to the Bidder with reasonable time before Bid Security (EMD) deposited is forfeited.
- 3.4.2.7 No interest shall be payable on the Bid Security (EMD).
- 3.4.2.8 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.
- 3.4.2.9 The procuring entity shall promptly return the Bid Security of the successful Bidder after the earliest of the following events, namely:-
- a) The expiry of validity of Bid Security;
 - b) Issue of LOA 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.

3.4.3 DOCUMENTS COMPRISING THE BID

3.4.3.1 BID PACKAGE

Signature of Authorized Signatory of Bidder

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An online single- stage Single cover selection procedure shall be adopted. The Bid is in single part, viz. Techno-Financial Bid:

3.4.3.2 **TECHNICAL BID:** This Part should contain the Technical Bid consisting of a pdf copy of this Bid Document with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, comprising the following:

1. Bid cost, Bid Security/EMD and processing fee

- a. These original Instruments should be submitted as per venue and date defined in NIB key details "clause-p" with forwarding letter mentioning the NIB No., Name of Work and particulars of these financial instruments.
 - b. At the backside of every instrument, firm needs to mention Name of Firm, NIB No. and Mobile No. of authorized signatory of the firm.
 - c. Scanned copy of Bid cost, Bid Security/EMD and Processing Fee Instruments need to be submitted with the online Bid and these original instruments are to be submitted as per schedule.
 - d. If firm fails to submit the original instruments in the desired form and amount by the stipulated date and time then its Technical and Financial Bids shall not be opened and it shall be summarily rejected.
 - e. If scanned copy of or all of these instruments (i.e. Cost of Bid Form, Processing Fee and Bid Security/EMD) Submitted with Technical Bid does not match with the original instruments submitted by the firm then Technical and Financial Bids Submitted by the firm shall be liable for rejection.
- 2. Notarized Form-A:** scanned copy of Notarized Form-A on non-judicial stamp paper of Rs. 100 need to be submitted with the online bid and original copy of Notarized Form-A on non-judicial stamp paper of Rs. 100 are to be submitted as per schedule before last date of submission physically as mentioned in "clause P" of key details of NIB.
- 3. Copy of the Bid Document** - The bidder shall enclose digitally signed and stamped, (lead member in case of Consortium) copy of the Bid Document except the Financial Bid (BOQ). Bids, digitally signed without any of the information desired in the prescribed formats will not be considered. Besides this all other associated / required documents shall be submitted duly numbered and digitally signed/ stamped by the bidders.

Documents as listed below:

- i. Notice Inviting Bid
- ii. Instructions to Bidder
- iii. Special Conditions of Contract
- iv. Technical Specifications and Scope of Work

v. JMRC's General Conditions of Contract

All such Annexure should be duly filled, signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

NOTE: PRICES SHALL BE INDICATED ONLY IN THE FINANCIAL BID. Price bid should NOT be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

3.4.3.3 **FINANCIAL BID – BILL OF QUANTITIES**

- a) The Financial Bid shall be submitted online through the prescribed website as per the instructions on the webpage therein. The prices shall be submitted online in the Financial Bid Format as per Sample Format clause-6 -Financial Bid (BILL OF QUANTITIES) of Bid enclosed.

These prices should include all costs associated with the contract.

- b) Utmost care is taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:
- Download format of financial bid in XLS format (Password protected file).
 - This XLS file is password protected file. Don't unprotect the file. Price has to be filled in this file and the same has to be uploaded.
 - Fill Bidder Name, Item rate to the estimated cost in down loaded Financial Bid format as specified (in XLS format only) in green back ground cells. Don't fill in any other back ground cells.
- c) Save filled copy of downloaded financial bid file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
- d) Documents to be submitted by the bidder under bid package have been described under the respective Clause. This list of documents has been prepared mainly for the convenience of the bidder and any omission on the part of the Employer shall not absolve the bidder of his responsibility of going through the various clauses in the bid Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

3.4.4 **SUBMISSION OF PROPOSAL**

3.4.4.1 **PREPARATION FOR ONLINE SUBMISSION:**

- Online bids will have to be digitally signed and submitted in time on the website <http://eproc.rajasthan.gov.in>.
- To participate in online bidding process, bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS,

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safecrypt, N code, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

3. The bidder should get him registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of Bid Document from this site.
4. Deadline for Submission of Bids: - Bids shall be received online on website <http://eproc.rajasthan.gov.in> with uploading of all relevant documents not later than the time and date communicated by the department or extended date thereof.
5. The bids will be submitted online only at web site <http://eproc.rajasthan.gov.in>. In no case bid will be submitted physically.

3.4.4.2 ON LINE SUBMISSION:-

- 3.4.4.2.1 Bidder shall submit their bid in electronic format digitally signing the same. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Techno-financial Bid. The Technical Bid should also contain scanned copy of Financial Instruments (Cost of Bid Form, E-bid Processing Fee, Bid Security declaration & Notarized Form-A on non-judicial stamp paper of Rs. 100). However, the original financial instrument for Cost of Bid Form, E-bid Processing Fee, Bid Security/EMD & Notarized Form-A on non-judicial stamp paper of Rs. 100 should be submitted in a sealed envelope physically/by post at the following address of JMRC by the scheduled date and time as per NIB.

Office of JGM (Rolling Stock),
Room no. D-03, Workshop Building,
Mansarovar metro train depot, Bhargu path, Mansarovar, Jaipur-302020
Email: jgmrs@jaipurmetrorail.in
Cont. no: 9650093279

- 3.4.4.2.2 All pages of the bid document and the addendums/amendments uploaded by the JMRC on the website <http://eproc.rajasthan.gov.in> shall be deemed to have been initialed and accepted by the persons signing the bid when they submit their electronic bid.
- 3.4.4.2.3 The documents listed in ITB along with the addenda uploaded till the date of bid submission, shall be filled by the bidder to bind the bidder to the contract. All the pages of the bid and documents shall be digitally signed.
- 3.4.4.2.4 The uploaded documents for technical-bid or bid fee or processing fee or any other document required for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.
- 3.4.4.2.5 Utmost care to be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are

Signature of Authorized Signatory of Bidder

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permissible. All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not digitally initialed and dated, may be liable to rejection.

- 3.4.4.2.6 Bids sent telegraphically or through other means of transmission (Email, Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- 3.4.4.2.7 The uploaded documents for e-bidding cannot be changed after closing date of bid and same documents are to be produced in original physical form in the office whenever asked to do so.

3.5 EVALUATION OF BID

- 3.5.1 The bid will be opened online on website at the time and date as per schedule specified in the Notice Inviting Bid in the presence of Bidder's or their authorized representative's who may choose to be present at the time of bid opening, if the bidder wishes. Participating bidders can view and access the outcome of technical bid online also.
- 3.5.2 The bids shall be opened in one part both technical and financial bid will be opened at the same time and evaluated for the responsiveness of the bidders by the competent authority.
- 3.5.3 **Preliminary Examination of Bids**
 - 3.5.3.1 The contents of the documents of the individual bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness as per eligibility criteria and technical responsiveness. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of Jaipur Metro Rail Corporation.
 - 3.5.3.2 The ranking of L1, L2, L3 etc, will be done on basis of least Cost for overall items of financial BOQ.

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3.6 NEGOTIATION

- 3.6.1 Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself
- 3.6.2 Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
- a) When ring prices have been quoted by the bidders for the subject matter of procurement; or
 - b) When the rates quoted vary considerably and considered much higher than the prevailing market rates.
- 3.6.3 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 3.6.4 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- 3.6.5 Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 3.6.6 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and soon in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- 3.6.7 In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

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3.7 AWARD OF CONTRACT & PERFORMANCE SECURITY DEPOSIT

- 3.7.1 The Employer will award LOA to the bidder, whose bid has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the bid documents.
- 3.7.2 The successful Bidder shall submit a Performance Security Deposit equal to 5 % of LOA, in the form of Demand draft/FDR or Bank Guarantee from any scheduled bank in favour of Jaipur Metro Rail Corporation Ltd within 30 days from the date of issue of LOA.
- 3.7.3 The Bank Guarantee has to be from a Scheduled Bank based in India and the Form of Performance Security provided in this Volume shall be used.
- 3.7.4 The Performance Bank Guarantee (Security Deposit) should remain valid for 60 days beyond the date of completion of validity and all contractual obligations of Agency.
- 3.7.5 If the Bidder fails to deposit the required Performance Security Deposit, such failure will be treated as a breach of the terms and conditions of the bid and will result in forfeiture of the Earnest Money/Bid Security, in part, or in full at the discretion of the Procuring Entity. This failure shall also result in cancellation of bid.
- 3.7.6 Performance Security will be returned after completion of all contractual obligations of the Bidder.
- 3.7.7 No interest shall be payable on the Performance Security Deposit.

3.8 Additional Performance Security:-

- a. In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

- i. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - ii. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 - iii. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- b. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

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3.9 SIGNING OF AGREEMENT

- 3.9.1 Successful bidder shall prepare the Agreement on non-judicial stamp as per stamp act, in the Performa, included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the letter of acceptance, the successful bidder will be required to execute the Contract Agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the Contractor.
- 3.9.2 Stamp duty for agreement will be born by Successful bidder.
- 3.9.3 Prior to signing of the Contract Agreement, the successful bidder shall submit the following documents within a period of 30 days from the date of issue of the Letter of Acceptance:
- a. Performance Security (Performance Guarantee)
 - b. Detailed Consortium or Joint Venture Agreement (duly signed and executed)
Incorporating (if applicable):
 - i. Percentage Participation of each member/partner.
 - ii. Joint and several liability of the partners

4 SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 GENERAL Terms & Conditions

4.1.1 Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

4.1.2 Scope of Supply

Subject to the provisions in the bidding document and contract, the execution of complete scope of work shall be executed as specified in the purchase order/LOA which will be issued by JMRC to the successful bidder.

4.1.3 SCHEDULE OF REQUIREMENT

JMRC intends to procure the printed materials on Rate contract basis as details in the Financial Bid.

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- 4.1.4 The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this Bid process and the pursuant contract. However, wherever the provisions contained in this BID are in conflict with the GCC, the provisions contained in the Bid shall prevail.
- 4.1.5 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.
- 4.1.6 The Agency shall not, create a sub-contract of any description with regard to the printing and/or binding job.
- 4.1.7 The Agency shall indemnify JMRC from/ against any claims made or damages suffered by JMRC by reason of any default on the part of the Agency in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
- 4.1.8 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.
- 4.1.9 The JMRC logo used on printed and/ or binded material are the sole copyright of JMRC and should not be infringed upon for any commercial purposes by the agency.
- 4.1.10 **For no of copies less than 1500, the job will be considered as Xerox and for no of copies greater than 1500, the job will be considered as printing.**

4.1.11 Price Fall Clause:

- 4.1.11.1 The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at anytime during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.
- 4.1.11.2 The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving those fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.



- 4.1.12 Bidder must quote for all the items mentioned in the BOQ (Bill of Quantities). In case, a Bidder does not quote for any item, the bid shall be summarily rejected.

4.2 Variation

- 4.2.1 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.
- JMRC will have the right the right to vary 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 as per RTPPR Rule-73.
 - 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.
 - If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
 - Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
 - 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - 50% of the value of goods or services of the original contract.

4.3 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 Two years, which shall be extendable for the next 6 months or part thereof as per RTPPR (extended contract period), at the behest of JMRC, if required. 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.

4.4 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

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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 elected bidder, to the extent of the loss or obligation in monetary terms.

4.5 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 7 days of issue of Work Order
2.	First Lot-supply	Within 7 days of approval of sample
3.	Subsequent lot supply	Within 30 days from the date of Work Order.

4.6 PAYMENT TERMS

- 4.6.1 Though the contract, the rates to be approved pursuant to this tender process would be valid for Two year, the Agency will raise bills in the name of "JMRC, Jaipur" after completion of satisfactory delivery of goods against each purchase order.
- 4.6.2 Payments due shall be made by the JMRC through crossed cheque issued in favour of the Agency or through RTGS.
- 4.6.3 Income Tax 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.
- 4.6.4 No amount of interest will be payable by the JMRC, in case of delay or on any other reason.
- 4.6.5 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.

4.7 FAILURE TO SUPPLY THE MATERIALS PER THE PURCHASE ORDER

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:
 - a) 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.

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- b) 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 5% of the purchase order 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.

4.8 TERMINATION OF CONTRACT AGREEMENT

- 4.8.1 JMRC reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency in quality of goods supplied, inordinate delay in supplies or any other breach of contract, in which case the value of the proper supplies made to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in supplies. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- 4.8.2 JMRC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in JMRC's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the supplies done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.
- 4.8.3 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.

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4.9 FRAUD AND CORRUPT PRACTICES

- 4.9.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest 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 EMD/ 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.
- 4.9.2 Without prejudice to the rights of the Authority under Clause 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.
- 4.9.3 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; and
 - (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.

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4.10

FORCE MAJEURE

- 4.10.1 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.
- 4.10.2 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.
- 4.10.3 In the event of the Force-Majeure condition(s), either party shall have the option to cancel the contract for the reason of any or all of the Force-Majeure condition(s) notified as above. Further, the Authority shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure.
- 4.10.4 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.

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5 FORMATS FORMING PART OF TECHNICAL BID

5.1 Form: A- AFFIDAVIT

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONG WITH THE BID DOCUMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the Bidder) **

I (Name and designation)** Appointed as attorney/authorized signatory of the Bidder (including its constituents), M/s (hereinafter called the Bidder) for the purpose of the Bid documents for the work of as per the Bid No..... of Jaipur Metro Rail Corporation Ltd., do hereby solemnly affirm and state on the behalf of Bidder including its constituents as under:

1. I/We the Bidder(s) am/ are signing this document after carefully reading the contents.
2. I/We the Bidder(s) also accept all the conditions of the Bid and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the Bid document from Jaipur Metro Rail Corporation Ltd. website sppp.rajasthan.gov.in and printed the same. I/we have verified the contents of the printed document from the website and there is no addition, on deletion or no alteration to the contents of the Bid document in case of any discrepancy noticed at the stage i.e.; evaluation of Bids, execution of work or final payment of the contract, the master copy available with the JMRC administration shall be final and binding upon me/us.
4. I/ we declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
6. I/ we certify that I/ we are not blacklisted by Central Government, any State Government or any Government agency or Public sector undertaking (PSU).
7. I/we declare that the information and documents submitted along with the Bid by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
8. I/we understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of Bids, it shall lead to forfeiture of Bid EMD besides suspending of business for one year. Further, I /we (insert name of the Bidder) **.....and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if any of the certificates submitted by us are found to be false/forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance guarantee besides any other action provided in the contract.

DEPONENT

SEAL AND SIGNATURE
OF THE BIDDER
VERIFICATION

I/we above named Bidder do hereby solemnly affirm and verify that the contents of my above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE BIDDER

Place:

Date:

**The contents in italics are only for guidance purpose. Details as appropriate are to be fill in suitably by Bidder. Attestation before Magistrate / Notary Public.

Signature of Authorized Signatory of Bidder

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5.2 Form: B FORM OF BID

Note:

- I. The Appendix forms part of the Bid.
- II. Bidder is required to fill up all the blank spaces in this Form of Bid and Appendix.

Name of Work: **RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC**

To

Office of GM (Rolling Stock),
Room no. D-01, Workshop Building,
Mansarovar metro train depot, Bhargu path, Mansarovar, Jaipur-302020
Email: gms@jaipurmetrorail.in
Cont. no: 7728895409

1. Having visited the site and examined the General Conditions of Contract, Specifications, Instructions to Bidders, for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Specifications, and Addenda for the sum of Rs. _____ (Amount in figures and words) for _____ or such other sum as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms an integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works as per date mentioned in "order to commence", of issue the procuring entity 'order to commence' and to complete the whole of the Works comprised in the Contract up to 24 months calculated from the date of issuance of LOA, as indicated in the Appendix.
4. If our Bid is accepted, we will furnish at our option a Bank Guarantee for Performance as security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with General Conditions of the Contract and as indicated in the Appendix.
5. We have independently considered the amount as per the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that

Signature of Authorized Signatory of Bidder

- no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the Bid price does not include any such amount.
- 9. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
 - 10. We understand that you are not bound to accept the lowest or any Bid you may receive.
 - 11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this.....day of..... 2023

Signature

Name..... in the capacity of

Duly authorized to sign Bids for and on behalf of.....

Address

Date _____

Place _____

Name _____

Address _____

10/1

5.3 Form: C Format of Bank Guarantee for Performance Security

This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Jaipur Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

Whereas Jaipur Metro Rail Corporation Limited has awarded the contract for "RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC" Bid No. JMRC/O&S/RS/2023-24/NIB/002 (here in after called "the contract") to M/s _____ (Name of the Contractor) (here in after called "the Contractor").

AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.

After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This Guarantee is valid for a period of _____ Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least sixty days longer than the Defect Liability Period).

At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under above para, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor

Signature of Authorized Signatory of Bidder

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) 2023 being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation :

I.D. No. :

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

- The Performance Bank Guarantee will be executed on stamp paper of minimum 0.25% of value of Bank Guarantee under Rajasthan Stamp Act.

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5.4 Form: D DELETED

5.5 Form: E AGREEMENT

5.5.1 This Agreement is made on the _____ day of _____ 2023 Between Office of GM (Rolling Stock), Room no. D-01, Workshop Building, Mansarovar metro train depot, Bhrigu path, Mansarovar, Jaipur-302020, herein after called "the Employer" of the one part and _____ (Name and Address of Contractor) hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that (certain Goods and Services should be provided and) certain Works should be executed, viz Contract No. "JMRC/O&S/RS/2023-24/NIB/002" contract for "RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC" of Rail/Metro Corridor of Jaipur MRTS Project hereinafter called "the Works" and has accepted a Bid by the Contractor for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSED as follows:

5.5.2 In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

5.5.3 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Letter of acceptance
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Notice Inviting Bid and Scope of Work
- (e) Bill of Quantities
- (f) Form of Bid with Appendix
- (g) Addendums, if any
- (h) Other conditions agreed to and documented as listed below:
 - (i) Bidder's Work Schedule as amended if required.
 - (ii) Statement of deviations (if applicable)
 - (iii) Any other item as applicable

5.5.4 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs _____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

OBLIGATION OF THE CONTRACTOR

5.5.5 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

JURISDICTION OF COURT

The Courts at Jaipur/Jaipur shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised official

Signature of the authorised official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

Name: _____

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

By the said

Name: _____

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

Note: To be made out by the Employer at the time of finalization of the Form of Agreement.

****** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

Signature of Authorized Signatory of Bidder

5.6 Form: F Power of Attorney for Signing of Bid

Know all men by these presents, We.....(name of the firm and address of the registered office) do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)..... Son/daughter/wife of..... 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 no. JMRC/O&S/RS/2023-24/NIB/002for qualification and submission of our Bid for the works, including but not limited to signing and submission of all Bids, bids and other documents and writings, and other conferences and providing information/ responses to JMRC, representing us in all matters before JMRC, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bids, and generally dealing with the JMRC in all matters in connection with or relating to or arising out of our Bid for the said Projects and/or upon award thereof thousand /or till the entering into of the Contracts with JMRC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 havebeen done by us. IN WITNESS WHEREOF WE ,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF.....,2023.

For (Signature)

(Name, Title and Address) Witnesses:

Accepted

.....Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favors of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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5.7 Form: G Form of Self Declaration

To,

Office of GM (Rolling Stock),
Room no. D-01, Workshop Building,
Mansarovar metro train depot, Bhriku path, Mansarovar, Jaipur-302020
Email: gmsr@jaipurmetrorail.in
Cont. no: 7728895409

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as
an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby
declare that presently our Company/ firm _____, at the time of bidding,:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: - Seal of the Organization: -

Date: _____

Place: _____

Signature of Authorized Signatory of Bidder

5.8 Form: H 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 behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any 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 abiding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

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5.9 Form: I GENERAL INFORMATION

Notes:

- I. *Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.*
- II. *In case of Joint Venture / Consortium, attach an attested photocopy of Agreement indicating inter alia distribution of responsibilities among the members / constituents.*

1. Bidder Company details (in case of consortium, details of Lead Partner)
 - (a) Name of Bidder Company:
 - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (c) Date of incorporation and/ or commencement of business:
2. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
3. PAN Number (attach photocopy):
4. GST Reg. No (attach copy of the registration certificate):
5. Bank Account Details (for purpose of receiving payment from JMRC) :
 - a. Name of the Account Holder:
 - b. Name of the Bank:
 - c. Branch Address:
 - d. 9-digit MICR Code:
 - e. Account type (SB, Current, Cash Credit A/c, etc.):

(Yes/No)

6. In the case of a consortium:

a. Names of participating members / constituents

(a)

(b)

(c)

b. Address, telephone, Tele-fax and email of each members / constituent.

Registered Office

Office for correspondence

(a) _____

(b) _____

(c) _____

c. Distribution of responsibilities among partners / constituents. (Among other details, specify the sub-items of works for which each of the partners / constituents would be responsible).

d. Date and place of joint Venture/ Consortium Agreement.

e. Names and Addresses of Bankers to the Joint Venture/ Consortium

f. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others.

g. If the company is subsidiary, what involvement, if any, will the Parent Company have in the Project?

5.10 Form: J BANK DETAILS FOR E-PAYMENT

Beneficiary name :

Beneficiary Address :

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

Bank Details:

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

Stamp & Signature of Authorized Signatory of Bidder

Signature of Authorized Signatory of Bidder

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5.11 Form:K GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is Executive Director/Rolling Stock, JAIPUR METRO RAIL CORPORATION, JAIPUR.

The designation and address of the Second Appellate Authority is Dir(O&S), JAIPUR METRO RAIL CORPORATION, JAIPUR.

(1) Filing an appeal

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

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

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

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

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(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

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

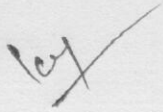
- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)

Signature of Authorized Signatory of Bidder

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(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

Signature

Signature of Authorized Signatory of Bidder

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6 Sample Format of e-Financial Bid (BILL OF QUANTITIES)

The following format is to be filled and submitted online by the Bidder. IMPORTANT: The tables as reproduced below are for reference only and the same are not to be submitted in hard form.

Validate Print RMP Item Wise BoQ

Tender Inviting Authority: GENERAL MANAGER

Name of Work: RATE CONTRACT FOR SUPPLY OF PRINTING MANUALS & PUBLICITY MATERIALS FOR JMRC

Contract No: JMRC/O&S/RS/2023-24/NIB/002

Name of the Bidder/ Bidding Firm/ Company:

PRICE SCHEDULE

(RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Value only.
2. The rates quoted above shall be inclusive of all taxes, Freight charges, packing charges etc; no other charges shall be paid by JMRC. GST will be paid at rate applicable at the time of billing.)

Sl. No.	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
	Item Description	Quantity	Units	BASIC RATE in Rupee - To be entered by the Bidder in Without GST	Total GST Amount in INR	TOTAL AMOUNT Without GST	TOTAL AMOUNT With GST	TOTAL AMOUNT in Words	
					Rs. p	col (13) = (4) x (7)	col (14) = sum (8) to (13)		
						Rs. p			
1	A3 Size Printed Material								
1.01	A3, Black and White, paper quality 80 GSM, super Sunshine single side printing	1000.000	Per page						
1.02	A3, Black and White, paper quality 80 GSM, super Sunshine Double side printing	43200.000	Per side of the page			0.00	0.00	INR Zero Only	
1.03	A3, Multi Colour, paper quality 80 GSM, single side printing	500.000	Per page			0.00	0.00	INR Zero Only	
1.04	A3, Multi Colour, paper quality 300 GSM, single side with Gunning sheet	1000.000	Per Sheet			0.00	0.00	INR Zero Only	
2	A3 Cover Page								
2.01	A3, Multi colour print, paper quality - front and back cover on art paper of 300 GSM Gloss laminated with Pin /soft / glue binding	300.000	Per cover page set (front and back)			0.00	0.00	INR Zero Only	
3	A4 Size Printed Material								
3.01	A4, Black and White, paper quality 80 GSM, super Sunshine single side printing	60000.000	Per page			0.00	0.00	INR Zero Only	
3.02	A4, Black and White, paper quality 80 GSM, super Sunshine Double side printing	42000.000	Per page			0.00	0.00	INR Zero Only	
3.03	A4, Black and White, paper quality 80 GSM, super Sunshine Double side printing	472200.000	Per side of the page			0.00	0.00	INR Zero Only	
3.04	A4, Black and White, paper quality 80 GSM, super Sunshine Double side Xerox	65604.000	Per side of the page			0.00	0.00	INR Zero Only	
3.05	A4, Multi Colour, paper quality 80 GSM, single side printing	18000.000	Per page			0.00	0.00	INR Zero Only	
3.06	A4, Multi Colour, paper quality 80 GSM, single side Xerox	2000.000	Per page			0.00	0.00	INR Zero Only	
3.07	A4, Multi Colour, paper quality 80 GSM, Double side Printing	25000.000	Per side of the page			0.00	0.00	INR Zero Only	
4	A4 Cover Page								
4.01	A4, Multi colour print, paper quality - front and back cover on art paper of 300 GSM Gloss laminated with Pin /soft / glue binding	600.000	Per cover page set (front and back)			0.00	0.00	INR Zero Only	
5	A5 Size Printed Material								
5.01	A5, Black and White, paper quality 80 GSM, super Sunshine single side printing	52000.000	Per page			0.00	0.00	INR Zero Only	
5.02	A5, Black and White, paper quality 80 GSM, super Sunshine Double side printing	10000.000	Per side of the page			0.00	0.00	INR Zero Only	
5.03	A5, Multi Colour, paper quality 80 GSM, single side printing	4000.000	Per page			0.00	0.00	INR Zero Only	
6	A5 Cover Page								
6.01	A5, Multi colour print, paper quality - front and back cover on art paper of 300 GSM Gloss laminated with Pin /soft / glue binding	50.000	Per cover page set (front and back)			0.00	0.00	INR Zero Only	
7	A6 Size Printed Material								
7.01	A6, Black and White, paper quality 80 GSM, super Sunshine single side printing	3000.000	Per page			0.00	0.00	INR Zero Only	
8	B5 Size Printed Material								
8.01	B5, Black and White, paper quality 80 GSM, super Sunshine single side printing	5000.000	Per page			0.00	0.00	INR Zero Only	
9	Spiral Binding								
9.01	Paper Size A3/A4	300.000	Per Booklet			0.00	0.00	INR Zero Only	
10	Side Pin Soft Binding								
10.1	Paper Size A4	450.000	Per Booklet			0.00	0.00	INR Zero Only	
10.2	Paper Size A5	200.000	Per Booklet			0.00	0.00	INR Zero Only	
11	Gatta Binding (Hard Cover)								
11.01	Paper Size A3	100.000	Per Booklet			0.00	0.00	INR Zero Only	
11.02	Paper Size A4	1500.000	Per Booklet			0.00	0.00	INR Zero Only	
11.03	Paper Size A5	450.000	Per Booklet			0.00	0.00	INR Zero Only	
11.04	Paper Size A6	20.000	Per Booklet			0.00	0.00	INR Zero Only	
11.05	Paper Size B5	100.000	Per Booklet			0.00	0.00	INR Zero Only	
12	One Sided Gatta Binding (One side soft cover & another side hard cover)								
12.01	Paper Size A4	4000.000	Per Booklet			0.00	0.00	INR Zero Only	
12.02	Paper Size A5	500.000	Per Booklet			0.00	0.00	INR Zero Only	
12.03	Paper Size A6	100.000	Per Booklet			0.00	0.00	INR Zero Only	
13	Pamphlets A4								
13.01	A4 Size, Single side printed, Multi colour, 170 GSM	200.000	Per Pamphlet			0.00	0.00	INR Zero Only	
14	Printed Flex Material								
14.01	Normal Quality of Flex	200.000	Per Square feet			0.00	0.00	INR Zero Only	
14.2	Star Quality of Flex	500.000	Per Square feet			0.00	0.00	INR Zero Only	
15	Printed Flex Material with Frame								
15.01	Normal Quality of Flex	500.000	Per Square feet			0.00	0.00	INR Zero Only	
15.02	Star Quality of Flex	500.000	Per Square feet			0.00	0.00	INR Zero Only	
16	Stamp Numbering and Perforation								
16.01	Stamp Numbering (All type of Pages)	2110.000	Per hundred			0.00	0.00	INR Zero Only	
16.02	Perforation (All type of Pages)	5000.000	Per hundred			0.00	0.00	INR Zero Only	
17	Sun Board								
17.01	Sun Board 3mm without handstand	10000.000	Per Square feet			0.00	0.00	INR Zero Only	
17.02	Sun Board 3mm with handstand	200.000	Per Square feet			0.00	0.00	INR Zero Only	
18	Vinyl Sheet								
18.01	Vinyl Sheet 1mm printing (for Train advertisement)	2000.000	Per Square feet			0.00	0.00	INR Zero Only	
Total in Figures						0.00	0.00	INR Zero Only	
Quoted Rate in Words									

Signature of Authorized Signatory of Bidder