

Price Rs. 1180  
(Inclusive GST)

**Request for Proposal**  
**For**  
**“Supply of Black Genuine Leather Shoes and**  
**Black Safety Shoes**



**JAIPUR METRO**

**Jaipur Metro Rail Corporation Ltd.**

(A Govt. of Rajasthan Undertaking)

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

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

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## DISCLAIMER

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

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

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

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

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

## 1. NOTICE INVITING BIDS

- i. Jaipur Metro Rail Corporation (JMRC) invites online bids from eligible manufacturers & suppliers (here in after referred to as bidders) to supply Black Genuine Leather Shoes and Black Safety Shoes as “Finished Product” for a period of two years for its various categories of staff.
- ii. The complete bid document can be downloaded for online submission from the website <https://sppp.rajasthan.gov.in> and E-Procurement portal website <https://eproc.rajasthan.gov.in>. The 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 Corporations website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in) and state procurement portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).
- iii. Bidders who wish to participate in this bidding process must be registered on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures (class 2 / class 3 category) issued by a licensed Certifying Authority for e-tendering portal. Bidders who already have a Valid Digital Signature Certificate (DSC) need not obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned tenders will not be pertained and will be rejected outright.
- iv. Schedule to the invitation of Bids:

S.No	Item	Particulars
a)	Designation and address of the authority inviting RFP/ tender	Executive Director (Corporate Affairs), JMRC, Jaipur.
b)	RFP/Tender No	RFP No.F.1(31)JMRC/DCA/Admn/Store/Uniform Shoes-00508 dated: 05.12.2024
c)	Name of work	Supply of Black Genuine Leather Shoes and Black Safety Shoes
d)	Estimated Cost	Rs. 15,02,836 (Rupees Fifteen Lakh Two Thousand Eight Hundred and Thirty Six only) (Inclusive of GST @ 18%)
e)	Cost of Bid Document (Non -Refundable)	Rs. 1180 (inclusive of 18 % GST) (Rupees Eleven Hundred Eighty only)
f)	RISL Processing Fee (Non- Refundable)	Rs. 500 inclusive GST (Rupees Five Hundred Only)
g)	Bid Security (2%of the Estimated Cost) (Refer clause 3.6 of the RFP document)	Rs 30,057 (Rupees Thirty Thousand and Fifty Seven Only)
h)	Date of issue	05.12.2024 (1700 Hrs.)
i)	RFP download start date and time	05.12.2024 (1700 Hrs.)
j)	Date, Time and Venue of Pre-Bid Meeting	11.12.2024 (1500 Hrs.) at 2nd Floor, Admin Building, Metro Depot, Bhriгу Path, Mansarovar, Jaipur -302020
k)	Last date & time for submission of Queries, if any, through Mail	12.12.2024 (1800 Hrs)
l)	Last date & time for replies to Queries	16.12.2024 (1700 Hrs)
m)	Start Date & Time for online bid submission	16.12.2024 (1800 Hrs.)
n)	Last Date & Time for online bid submission	26.12.2024 (By 1300 Hrs.)
o)	Last date and time for Physical submission of original DD/BC for Tender fee, Bid Security and RISL Processing Fee in JMRC office	26.12.2024 (By 1400 Hrs.)

p)	Technical Bid Opening Date / Time	26.12.2024 (1500 Hrs)
q)	Financial Bid Opening Date / Time	Will be intimated later to the Technically qualified bidders through e-mail / phone
r)	Websites for downloading Tender Document and subsequent clarification/ modification, if any	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> <a href="http://www.transport.rajasthan.gov.in/jmrc">www.transport.rajasthan.gov.in/jmrc</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
s)	Bid Validity	90 days from the last date of bid submission.
t)	Duration of contract	Two years

**Note:**

1. The Technical Bid will be opened on the specified date & time in presence of Bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the Jaipur Metro Rail Corporation Limited (JMRC).
2. The dates of Pre-bid Conference and Query Submission / reply are tentative and may be changed at the discretion of JMRC. However, all these dates would be at a reasonable time before the last date for deposit of the Bid. In case of change of schedule of these events, the changed schedule would be indicated on the above mentioned websites.
3. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
4. JMRC will not be responsible for any delay in submission of bid due to any reason.

**2. DEFINITIONS**

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

- "Addendum" means any written amendment to this RFP, from time to time issued by JMRC to the Interested Parties;
- "Agency / contractor / Selected Bidder" means the successful bidder engaged for conducting the Work as per the Schedule of Requirement defined in this document pursuant to the RFP Process.
- "Agreement" or "Contract Agreement" means The Contract Agreement to be executed between JMRC and Selected Bidder, subsequent to the Letter of Acceptance as per the format at Annexure- III;
- "Applicant(s) / Bidder(s)" means interested Bidder(s) (or its Affiliate) submitting a Proposal pursuant to this RFP within the time prescribed for the purpose;
- "Authority" means Jaipur Metro Rail Corporation;
- "Authorised Signatory" of the Bidder shall mean the person with Bidder Authorisation.
- "Bid" shall mean a valid, final and binding offer, which includes the Technical Documents and Financial Proposal(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document.

- “Bid Document” shall mean this bid document, including all annexure attached hereto and any addenda issued in accordance with the terms hereof.
- “**Black Shoe/Black Leather shoes/ Black Genuine Leather Shoes and Black Safety Shoes**” means Black Genuine Leather Shoes and Black Safety Shoes
- “Corporation” means Jaipur Metro Rail Corporation;
- "Jaipur Metro" means Jaipur Metro Rail Corporation;
- “JMRC/JMRCL” means Jaipur Metro Rail Corporation;
- “**Letter of Acceptance (LOA)**” means the Letter from Corporation to selected Agency conveying selection and outlining the terms and rates of Assignment.
- “Supply” shall mean supply of genuine black leather shoes and black safety shoes as finished product to JMRC
- “**Technically Qualified bidder**” mean a Bidder whose Technical Bid is considered eligible and technically responsive by JMRC
- “Tender/Bid” shall mean bid wherever applicable
- “**Uniform Design Manual**” Uniform mean Design Manual as available at JMRC office

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 GENERAL INSTRUCTIONS TO BIDDERS

- i. “Rajasthan Transparency Public Procurement Rules, 2013” (hereinafter called the RTPP Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Bidders are advised to acquaint themselves with the provisions of the ACT and Rules. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail. Bidder to ensure compliance with RTPP Act and Rules.
- ii. JMRC’s General Conditions of Contract (GCC) is part to this RFP Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the GCC uploaded on the JMRC website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in).
- iii. The Black Genuine Leather Shoes and Safety Shoes are to be supplied for respective category (ies) of personnel as per Uniform Design Manual. The samples of the Black Genuine Leather Shoes and Safety Shoes will be shown to the prospective bidder(s) at the time of Pre-Bid Conference. Detailed technical specifications of same are available at **Annexure IV and Annexure IV Form-I and Form-II**.
- iv. The approximate quantity of the supplies to be made during the contract period is given at **Annexure III**. JMRC will have the right to increase or decrease up to 50% of the quantity of Black Genuine Leather Shoes and Safety Shoes as specified in the Schedule of requirement without any change in price approved and other terms and conditions during the contract period/ extended contract period.
- v. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- vi. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the bid or at subsequent stage. In case, any of such documents

furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract & forfeiture of Security Deposit.

- vii. If any change/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the tender, full Bid Security/Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- viii. Alterations or overwriting should be avoided. However, if there be any, it should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- ix. The rates must be quoted in the prescribed format of Financial Bid (BOQ) in the excel format only and nowhere else in the technical bid.
- x. If the required document/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- xi. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- xii. Any action on the part of the bidder to influence any officer of JMRC or canvassing in any form shall render the tender liable for rejection.
- xiii. If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.
- xiv. Any Bid not supported by valid of Bid Security Deposit as per **Annexure-VIII**, RISL Processing Fee and Tender fee in acceptable form will be liable to be treated as being non-responsive.
- xv. If the successful Bidder(s) fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions. The decision of JMRC in this respect shall be final and binding.
- xvi. Bids complete in all respects must be filed not later than the time and date indicated in this RFP. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of JMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xvii. Prices should be quoted all inclusive, GST should be shown separately. FOR shall be at JMRC office, Jaipur, no other charges shall be paid by JMRC.
- xviii. The formats of Annexure A to Annexure C, to be enclosed as per instructions of circular No. 3/2013 Dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, are available as part of **Annexure-IX** of the RFP. Please read carefully and comply:-

Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest

Annexure B: Declaration by Bidders regarding Qualifications

Annexure C: Grievance Redressal during Procurement Process

- xix. JMRC may at its sole discretion and at any time during the processing of bid, disqualify any bidder from the Tendering process if the bidder has -



- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- b) 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.
- c) Submitted bid document, which is not accompanied by required documentation and Bid Security deposit is non-responsive.
- d) Failed to provide clarifications related thereto, when sought.
- e) Submitted more than one bid. This will cause to disqualification of all bids submitted by such applicants except the last bid received.
- f) Any other circumstance arise at the discretions of JMRC.

### 3.2 ELIGIBILITY CRITERIA OF BIDDERS

S No	Eligibility Criteria	Documents required
i.	<p>The bidder firm should be in existence at least for last three years years (i.e., 2021-22, 2022-23 and 2023-24) &amp; engaged in manufacturing and/or supply of Genuine Leather Shoes and safety shoes to various reputed Organisations since 01.04.2021 or before and should be OEM authorised.</p> <p>To substantiate the eligibility criteria of genuine black leather shoes and black safety shoes, the bidder should also possess required BIS standard certificate/document.</p> <p><b>Note:</b> BIS certification is mandatory for all footwear manufacturers to use the ISI mark on footwear. The bidder is required to submit the Required document/certificates to fulfil/substantiate this criteria.</p>	<ol style="list-style-type: none"> <li>a. Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. (as applicable)</li> <li>b. Articles of Association &amp; Memorandum of Association (if applicable)</li> <li>c. Income Tax Registration (PAN)</li> <li>d. GST Registration number</li> <li>e. Profile of the firm including the related activities done in last three years along with copies of work orders.</li> <li>f. Required document/certificates to substantiate OEM authorisation.</li> <li>g. BIS certificate and other document to substantiate eligibility criteria for supplying of Black genuine leather shoes.</li> <li>h. BIS certificate having IS 15298 Part 2-2016 standards for supplying of safety shoes and other documents to substantiate eligibility criteria.</li> </ol>
ii.	<p>Bidder should neither be a black listed firm nor should its contracts have been terminated /foreclosed by any company / department during the last 3 financial years (i.e., 2021-22, 2022-23 and 2023-24) and during current financial year till date of bid submission due to non-fulfilment of contractual obligations.</p>	<p>A self-declaration to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (<b>Annexure-II, Form-I</b>).</p>
iii.	<p>Either the Registered Office or the functional</p>	<p>Registration certificate of office in</p>

S.No	Eligibility Criteria	Documents required
	Branch Office or manufacturing unit or authorized dealership of the bidder firm should be located in Jaipur OR The firm should be ready to open its functional branch office or authorized dealership in Jaipur within 15 days of issue of the purchase order.	Jaipur/Lease Agreement supported by Telephone / Electricity/ Water connection Bill etc. in the name of bidder firm for the given address OR A self-declaration mentioning that firm shall open its office in Jaipur within 15 days of issue of the purchase order as per Annexure-VII.
iv.	The bidder should have experience of successfully completed contracts of supply of Genuine Leather Shoes and Safety Shoes of Rs. 7.5 lakh in any one financial Year during the last three financial years (i.e., 2021-22, 2022-23 and 2023-24) and during current financial year till last date of bid submission to any Central or State Government Departments / Public Sector Companies / Banks to reputed private companies/Public Sector Companies / Banks/Central or State Government Departments.  <b>Note:</b> Supply experience for the period before last three financial years (i.e., 2021-22, 2022-23, and 2023-24) shall not be considered for evaluation of bids.	a. List of Important assignments completed satisfactorily. b. Self-Attested copies of orders received during the last three financial years (i.e., 2021-22, 2022-23 and 2023-24). c. Certificates of satisfactory completion of these supply orders mentioning the contract value/amount paid, year of supply, issued by the authorised signatory of the client.
v.	The bidder firm's average annual turnover should not be less than Rs. 12.03 Lakhs per year in last three financial years (i.e., 2021-22, 2022-23 and 2023-24).	Certificate specifying minimum average annual turnover for the F. Y. 21-22, 22-23 & 23-24 as per the format given in bid forms and duly certified by statutory auditor/C.A. with Unique Document Identification (UDIN) on the certificate.

### 3.3 PRE-BID CONFERENCE

For the purpose of affording bidders with an opportunity to obtain clarifications and /or give suggestions with regard to this RFP and bid process, a pre-bid conference shall be held as per the schedule indicated in the Clause "Notice Inviting Bid".

For queries regarding this RFP, if any, the following officer of JMRC may be contacted:

**Joint General Manager (Administration)**  
 Jaipur Metro Rail Corporation,  
 2nd Floor, Admin Building, Metro Depot,  
 Bhriagu Path, Mansarovar, Jaipur-302020  
 Tel.No.0141-2822756, Email:[jgmadm@jaipurmetrorail.in](mailto:jgmadm@jaipurmetrorail.in)

- i. Queries should be submitted through e-mail or in writing by the dates prescribed in Notice Inviting Bids.
- ii. JMRC may issue clarification/amendments on its own or in response to the queries.
- iii. JMRC may or may not reply to the queries at discretion.
- iv. Queries /request for clarification submitted after the prescribed last date and time may not be taken into consideration.
- v. Responses /clarifications/ amendments shall only be issued through uploading on JMRC's website [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in), State Procurement Portal, [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for further updates.
- vi. For any assistance in online submission, RISL help line may be contacted as per following details:  
0141-4022688 Email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

### 3.4 COST OF BID DOCUMENT (TENDER FEE) & RISL PROCESSING FEE

- i. The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is Rs. 1180 (Rupees One Thousand One Hundred Eighty Only) which shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of 'Jaipur Metro Rail Corporation Ltd.', payable at Jaipur. The Tender fee is non- refundable.
- ii. In addition, RISL processing fee of Rs. 500 (Rupees Five Hundred only) per bid shall be paid in the form of Demand Draft / Bankers Cheque of Scheduled Bank drawn in favour of "Managing Director, RISL", payable at Jaipur.

### 3.5 BID SECURITY

- i. Bid Security in the form of Demand Draft / Bankers Cheque of 2% of the Estimated Cost drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid.
- ii. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1.0% of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- iii. In lieu of bid security, a bid securing declarations to be submitted by Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- iv. Any Bid not accompanied by valid Bid Security in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- v. The Bid Security shall be forfeited in case:

- (a) the bidder withdraws or modifies its bid after opening of bids;
  - (b) the bidder does not execute the agreement, if any, after issuance of LoA within the specified period;
  - (c) the bidder fails to commence the supply of the goods within the time specified;
  - (d) the bidder does not deposit the performance security within specified period after the issuance of LoA; and
  - (e) the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and Chapter VI of RTPP Rules.
- vi. The Bid Security of successful Bidder shall be adjusted against Performance Security or refunded after deposition of the full Performance Security, as the case may be.
- vii. The Bid Security shall be returned promptly without any interest after the earliest of the following events:
- (a) the expiry of validity of bid security;
  - (b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - (c) the cancellation of the procurement process; or
  - (d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- viii. If the successful bidder fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Bid Security/Earnest Money, in part or in full, at the discretion of JMRC.

### 3.6 SUBMISSION OF BID

- i. Submission of bids only through online process is mandatory for this RFP. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of RFP from this site.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (class 2/ class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contained scanned copy of DD / Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/Bankers Cheque for BID SECURITY. However, DD/Bankers Cheque for Tender Fee, e-tender Processing Fee & BID SECURITY should be submitted physically at the following address of JMRC

with a covering letter mentioning there in the details & name of RFP, by the scheduled date and time as per NIB.

**Executive Director (Corporate Affairs)**

Jaipur metro Rail Corporation  
2<sup>nd</sup> Floor, Admin Building, Metro Depot,  
Bhrigu Path, Mansarovar, Jaipur-302020

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid will advance in time so as to avoid last minute issues likes low speed; choking of website due to heavy load or any other unforeseen problems.
- vi. Utmost care be taken to name the files/documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single stage two envelope selection procedure shall be adopted. The Bid shall contain:

**1. Part-A :Technical Bid**

- a. This Part should contain the Technical Bid document along with scanned copy of all the required documents, DD/BC with annexure's of RFP duly filled in support of eligibility, Bid Security, tender fee and e-tender processing fee. Apart from being digitally signed, all the documents should also be physically signed and stamped on each page by the authorised representative of the bidder.
- b. All the Annexure shall be duly filled physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid. Annexure V, VI, VIII not to be filled but other formalities like signing, scanning as above are to be done for these 'Annexure's too.
- c. No price bid should be indicated at any place in the Technical Bid, otherwise the proposal shall be summarily rejected.
- d. **The bidder shall submit the details of brand/make & specific code and specification of the shoes/item being considered by the bidder for the purpose of the bid.**

**2. Part-B: Financial Bid (BOQ)**

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

Utmost care should be taken to upload the 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:

- i. Download format of Financial Bid in XLS/ XLSX format (Password protected file).
- ii. This XLS/XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file (s).
- iii. Fill Bidder's Name & Rate of all items (no Zero Value against any item) in downloaded Financial Bid(s) format as specified (in XLS/XLSX format only) in blue back ground cells. Don't fill in other colour cells. If any bidder fill Zero value against any item the bid shall be cancelled.

- iv. Validate the sheet and Save filled copy of downloaded financial bid(s) file in your computer and remember its name & location and upload correct file(s) (duly filled in).

### 3.7 EVALUATION OF BID DOCUMENTS

- i. The bids will be opened online on the date & time and place as per schedule specified in the Notice Inviting Bid (Clause 1) of this RFP in the presence of Bidders or their authorized representatives who choose to attend the opening of Bid. The bidders or their authorized representatives who are present to witness the Bid opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the JMRC.
- ii. Only Technical Bids will be opened first and JMRC will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), JMRC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide all such clarifications within the time specified by JMRC.
- iv. The Financial Bids of only those bidders, who clear Technical evaluation stage, will be opened and evaluated. Date & time of opening of financial bid shall be intimated to the technically qualified bidders through Email / Phone. The technically qualified bidders may attend the opening of the Financial Bid, if they so desire.
- v. The Financial bid(s) of the Bidders whose Technical Bid is found responsive, complete and in accordance with the RFP conditions shall be evaluated. Out of these, the bidder whose bid(s) is the lowest exclusive of GST will be finally selected and may be adjudged as the successful Bidder.
- vi. The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to JMRC will be adjudged as successful Bidder. The Lowest Bid will be decided upon the lowest total price inclusive of GST, quoted by the Bidder in the Financial Bid Format given at Annexure-V.
- vii. The prices quoted are firm and final and inclusive of all other taxes and duties except GST and no claim on account of any tax/duties will be entertained.
- viii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- ix. If the bid(s) of the successful bidder(s) is substantially above the Tendering Authority's estimate for the contract, the Tendering Authority may require the bidder(s) to produce detailed price breakup to demonstrate the internal consistency and justification/reasonability of those prices. After evaluation of the price analysis, the Tendering Authority may require that the amount of the performance security be increased at the expense of the successful bidder(s) to a level sufficient to protect the Tendering Authority against financial loss in the event of default of the successful bidder(s) under the Contract. JMRC at its discretion may also reject such bids which are quoted substantially high rates.

- x. Notwithstanding anything contained in the RFP Document, The Corporation reserves the right to:
  - accept any tender not necessarily lowest on reasonable ground and justification
  - reject any tender which doesn't fulfil the criteria of this RFP.
  - reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of award without incurring any liability.
- xi. The financial bid evaluation shall be carried out for the amount quoted by the bidder in the Financial Bid / BOQ. Bidders shall be ranked L1, L2, L3, L4 etc. for each package separately on the basis of lowest to highest rate quoted). Out of these, the bidder whose quote is Lowest shall be ranked L1 bidder.
- xii. In case two or more Bidders have quoted the same rate in their Financial Bids, which is also the lowest rate offered, then all such bidders ("Tie Bidders") shall be given an opportunity to revise their Financial Bid by submitting a fresh financial bid(s) in a sealed envelope. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders in physically sealed envelopes. The bidder whose offer is lowest, shall be declared as successful bidder.
- xiii. In case two or more bidders again quote the same rate in their revised Financial Bids, then JMRC shall resort to an open auction among the same bidders (i.e., who have quoted the same Financial Bid) and the bidder for respective bid whose offer is lowest, shall be declared as successful bidder. The date and time of the auction shall be notified to the concerned bidders.
- xiv. In case lowest Bidder (L1 Bidder) withdraws or is not selected for any reason, within the bid validity period, JMRC, in its sole discretion, may award the bid to the Bidder(s) next in the rank on L1 bidder's rate.
- xv. In the event no Bidder is selected during the bidding process, the Authority in its sole discretion, may annul the bidding process.
- xvi. Not with standing anything contained in the RFP Document, the Authority reserves the right to (i) accept any Bid not necessarily lowest, (ii) reject any Bid, (iii) reject all Bids and annul the bidding process, without assigning any reason at any point of time before issuance of a Letter of Acceptance, without incurring any liability.
- xvii. All decisions whether a bid is non- responsive, unacceptable or whether a Bid Security is fraudulent or unacceptable or non- compliant, shall be that of JMRC.
- xviii. No further discussion/ interface shall be held with the bidders whose bids are rejected/ disqualified / technically disqualified.

### **3.8 AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT**

- i. The Successful Bidder shall be notified through a Letter of Award (LOA) sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its bid has been accepted.
- ii. Upon receipt of the 'LOA', the Successful Bidder shall return one copy of the LOA duly signed and unequivocally accepted and stamped by its authorized signatory within 15 days from the date of issue of Letter of Award. Along with copy of accepted LoA, the successful bidder shall also submit a copy of RFP document duly sealed and signed along with all documents and annexures in original as uploaded on e-proc portal.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 5% of

contract Agreement Amount, in the form of Bankers Cheque or Demand draft or Bank Guarantee from any scheduled bank (**Annexure-VIII**) in favour of Jaipur Metro Rail Corporation Ltd within 15 days from the date of issue of LOA. The Performance Bank Guarantee (Performance Security Deposit) should remain valid for a minimum period of 180 days beyond the date of completion of all contractual obligations of Agency i.e., up to 30 months from the date of LOA. In case of Small Scale Industries of Rajasthan Performance Security Deposit equal to 0.5% of contract Agreement Amount/quantity ordered for supply of goods and in case of sick Industries, other than Small scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.

- iv. An agreement on a non-judicial stamp paper of requisite value as per format at **Annexure- VI** shall be executed within 20 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the another copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- v. After completion of all contractual obligations, Performance Security Deposit shall be returned/discharged to the successful Agency without any interest.
- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be retained or to be extended to meet the requirement of validity of Performance Security valid upto the extended contract period enhanced by three months.

#### 4. SPECIAL CONDITIONS OF CONTRACT

##### 4.1 GENERAL CONDITIONS

- i. The GCC (General Conditions of Contract) of JMRC as available on JMRC website is applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RFP shall prevail.
- ii. The Agency shall provide Black Genuine Leather Shoes and Black Safety Shoes strictly as per Uniform Design Manual and as per Detailed Technical Specifications as mentioned in **Annexure IV** of the RFP with warranty certificate of 6 months from date of delivery.
- iii. **Transportation & Packaging:** The agency shall be responsible for the proper packaging so as to avoid damage under normal conditions of transport and delivery of Black Genuine Leather Shoes and Black Safety Shoes in the good condition to JMRC. In the event of any loss, damage, breakage or any shortage the Agency shall be liable to make good such loss and shortage found at the checking/ inspection by the JMRC during Post-Delivery Inspection. No extra cost on such account shall be admissible.
- iv. All Black Genuine Leather Shoes and Black Safety Shoes must be sent freight paid and no payment shall be made by JMRC at the time of receipt of supplies.
- v. **Inspection:**
  - a. The JMRC may, if it so desire, inspect and examine the materials and workmanship of the goods/ equipments/ machineries during manufacturing/supply process or afterwards as may be decided.



- b. Before supply of first lot of **Black Genuine Leather Shoes and Black Safety Shoes**, the Agency shall submit one sample of each item to JMRC for prototype approval as per prescribed schedule under Clause 4.2. JMRC shall approve the prototype with or without some suggestions for incorporation in design for mass production. The mass production and subsequent supply shall start after prototype approval. This requirement of prototype approval is not there for repeat orders/ subsequent lots but supply shall be ensured as per approved prototype.
- c. JMRC may conduct, if it so desires, pre-delivery inspection, for which the cost of travelling and lodging shall be borne by JMRC, in accordance to the standard procedures being followed by JMRC in Quality Inspection. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected supplies, gaps identified and necessary corrective measurements required by the Agency. If JMRC takes more than 3 days to conduct the Pre-Delivery Inspection, the delay beyond 3 days shall not be taken into account for the purpose of imposing liquidated damages.
- d. The Agency shall intimate JMRC in writing giving at least three days notice to conduct pre-delivery Inspection. The Agency shall furnish complete address of the premises of their factory, office, go-down or workshop where inspection is to be carried out along with name and address of the person who is to be contacted for the purpose.
- e. The goods supplied in packed condition shall be accepted by JMRC representative in packed conditions. After receipt of packed boxes of supplies in good condition, a receipt of number of packed boxes shall be given to the supplier. The packed boxes shall be opened in the presence of representative of supplier and after completion of inspection. JMRC, at its discretion, may get samples tested from Government laboratory or Government recognised laboratory. The cost of sample testing shall be borne by JMRC. Samples shall be taken on random basis. After satisfactory report of sample testing (if any), the supplies shall be taken over by JMRC. The nominated officer from JMRC shall provide the take-over certificate.
- vi. Rejection:**
- a. Articles not approved during inspection shall be rejected and will have to be replaced by the Agency at its own cost within the time fixed by the Authority.
- b. If, however, due to exigencies of JMRC work, such replacement either in whole or in part, is not considered feasible, the Authority, after giving an opportunity to the Agency of being heard, shall, for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- vii. The rejected articles shall be removed by the Agency within 15 days of intimation of rejection, after which Authority shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as deemed fit, at the Agency's risk and on its account
- viii. The Agency shall be responsible to ensure repair of the supplied **Black Genuine Leather Shoes and Black Safety Shoes** if required, through their designated Support representatives/Centre during first two month of each such supply. However, in case of any major defect detected during first two months of delivered supplies, all such supplies will be replaced by the Agency at its own

cost.

- ix. Any notice required to be served to the Agency under this agreement shall be deemed to be served if delivered at the Agency's address or sent by Registered post/speed post to the Agency. Similarly, any notice to be given to JMRC under this agreement shall be deemed to have been served if delivered at or sent by Registered post to JMRC at its registered address. The period of notice given under this Agreement will count from the date of delivery at address (as per receipt of notice by either side) or from date of despatch in case of delivery by registered post, whichever is earlier.
- x. The Agency shall not, create a sub-contract of any description with regard to the supply of **Black Genuine Leather Shoes and Black Safety Shoes**.
- xi. 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.
- xii. The approved rates shall be valid during the currency of the Contract/extended period of Contract executed between JMRC and successful bidder.

#### 4.2 DELIVERY SCHEDULE

The Agency shall ensure that all the supplied **Black Genuine Leather Shoes and Black Safety Shoes** and delivered to the desired location(s) as per the schedule given here under:

S. No.	Details	Delivery Schedule in Calendar Days
1.	Supply of one sample of each item for prototype approval*	Within 15 days from the date of Purchase order
2.	Supply against first purchase order (1st lot)**	Within 30 days from the date of prototype approval by JMRC. In parallel, measurement for the size is to be taken within first 15 days of Purchase Order.
3.	Supply against subsequent purchase order (subsequent lot)**	Within 30 days from the date of issue of Purchase Order. In parallel, measurement for the size is to be taken within first 7 days of Purchase Order.

\* Before supply of first lot of **Black Genuine Leather Shoes and Black Safety Shoes** the Agency shall submit one sample of each item for prototype approval to JMRC. JMRC shall approve the prototype samples with or without suggestions and may send for the Lab testing to meet the Technical specification as per **Annexure-IV and Annexure-IV Form-I and Form-II**. The mass production and subsequent supply shall start after prototype approval from JMRC.

\*\* Quantities distributed between Lots may vary depending upon the actual requirement at the time of placement of purchase order(s). First lot and/or subsequent Lots shall be quantified by JMRC within permitted variations as per clause 4.4 of this RFP.

#### 4.3 DURATION OF CONTRACT

The contract shall begin immediately on acceptance of the LOA by the successful bidder. The duration shall be for two years from the date of acceptance of LOA. As

the contract period is for two years therefore the period of price validity will also be for the same period which shall be extendable for the next one year or part thereof (extended contract period), at the behest of JMRC, if required.

#### 4.4 VARIATION CLAUSE

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

- i. At the time of issuance of LOA, JMRC will have the right to increase or decrease up to 50% of the quantity of Black Genuine Leather Shoes and Black Safety Shoes as specified in the Schedule of requirement without any change in price approved and other terms and conditions during the contract period/ extended contract period.
- ii. Subsequent to the issue of LOA, the Corporation shall be at liberty to place orders in parts or in full, for supplying the Black Genuine Leather Shoes and Black Safety Shoes during currency of contract.
- iii. Further, JMRC reserves the right to place repeat order(s) within the contract period, on the rates approved and conditions given in the contract, up to additional 50% of the value of the supplies of the original contract.

#### 4.5 STATUTORY OBLIGATIONS

- i. All obligations for payment of Tax (es) to Central /State Government with necessary registration with Central Excise & Customs, Commercial Tax Dept. etc. as applicable, will be supplier's liability.
- ii. The Agency shall comply with all labour legislations/ relevant laws/ regulations applicable to its employees involved in the manufacturing of Genuine Leather Shoes and Black Safety Shoes. The Corporation shall not, in anyway be responsible in this regard either in part or in full.

#### 4.6 PAYMENT TERMS & SCHEDULE

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

S. No.	Milestone / Deliverable of Respective Lot	Payment	Supporting Documents
1.	Receipt of Black Genuine Leather Shoes and Black Safety Shoes ordered in JMRC Stores, acceptance and taken over after inspection	90% of the payable amount	1. Prototype approval letter of JMRC, applicable for first supply. 2. Original Invoice (in triplicate copy) 3. Pre-Delivery Inspection Report by nominated officer(s), if applicable. 4. Post Delivery Inspection Report/ taken over certificate. 5. Delivery Challan signed by authorized representative of JMRC

S. No.	Milestone / Deliverable of Respective Lot	Payment	Supporting Documents
2.	Satisfactory performance & support (for replace & repairs) during first Six months from the date of supply	Balance 10% of the payable amount	1. Original Invoice (in triplicate copy) 2. Satisfactory performance & support report from JMRC representative.

- a. Advance Payments will not be made.
- b. Due Payments shall be made promptly by the authority after the submission of an invoice by the Agency, along with requisite documents as mentioned above.
- c. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP, will be deducted from the payments for the respective milestones.
- d. If it is required under law to deduct some statutory taxes at source, these will be deducted before the release of such payment(s). Necessary certificate of deduction of Tax at source shall be issued and furnished to the Agency by JMRC.
- e. No amount of interest will be payable by JMRC, in case of delay of payments on any other count.
- f. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the JMRC shall issue, if required, the necessary certificates to the Agency / Supplier to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the JMRC.
- g. GST as applicable and if quoted, shall be paid as per prevalent/actual rates as per Financial Bid.

#### 4.7 DISPUTE RESOLUTION & JURISDICTION

- i. Save where expressly stated to the contrary in this Agreement, any dispute, difference, claim or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the License Agreement, shall in the first instance be attempted to be resolved amicably in accordance with this Clause. The representatives from senior management of the Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. Such representatives shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.
- ii. The provisions of this Agreement and the transaction shall, in all respects, be governed by, and construed in accordance with the laws of India.
- iii. The Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Agreement.

#### 4.8 **FAILURE TO SUPPLY THE BLACK GENUINE LEATHER SHOES AND BLACK SAFETY SHOES AS PER THE PURCHASE ORDER / CONTRACT**

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

i. **Liquidated Damages:**

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

In the event of the Agency's failure to supply the goods as specified in this contract, the Corporation may, at its discretion, withhold any payment until the completion of the contract. The Corporation may also deduct from the Agency as agreed, liquidated damages amounting to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of total contract amount which may be in addition to Risk and Cost action as defined at 4.8 (iii) below.

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

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

iii. **Risk and Cost:**

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

#### 4.9 **TERMINATION OF CONTRACT AGREEMENT**

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

value of the supplies done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.

#### 4.10 FORCE MAJEURE

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

**ANNEXURE - I**
**CHECK LIST OF DOCUMENTS TO BE ENCLOSED**
**PART: A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed	Page No.
1.	All Annexures duly filled and signed by the Authorised Signatory of the Bidder firm.	Yes/No	
2.	Annexure - I : This Check List duly ticked and signed	Yes/No	
3.	Annexure -II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP), duly filled & signed.	Yes/No	
4.	Annexure-II, Form-II: Bidder's Profile duly filled, signed & enclosing documents for eligibility, duly filled & signed.	Yes/No	
5.	Annexure - II, Form-III: Technical capacity of the bidder, duly filled, signed & enclosing certificate(s) from customer(s)/Clients duly filled & signed.	Yes/No	
6.	Annexure - II, Form-IV: Financial capacity of the bidder, duly filled, signed & enclosing turnover documents as per clause 3.2(v) duly filled & signed.	Yes/No	
7.	Annexure - III , Schedule of Requirement, duly signed	Yes/No	
8.	Annexure - IV, Detailed Technical Specifications, duly signed	Yes/No	
9.	Annexure -IV, Form-I: Detailed Technical Specifications For Black Genuine Leather Oxford Shoes duly signed	Yes/No	
10.	Annexure -IV, Form-II: Detailed Technical Specifications For Black Safety Shoes duly signed	Yes/No	
11.	Annexure - VI, Format of Agreement, duly signed		
12.	Annexure VII, Performa of Undertaking, duly filled and signed (if applicable)	Yes/No	
13.	Annexure VIII, Performa of Bank Guarantee for Performance Security Deposit, duly signed	Yes/No	
14.	Annexure - IX: Annexure A to Annexure C as per instructions of circular no. 3/2013 dated 04-02-2013 Finance (G&T) Department, Govt. of Rajasthan, duly signed	Yes/No	
15.	Details to be furnished under submission of bid, in a format specifying brand/make & specific code and specifications of the shoes/item, being considered by the bidder for the purpose of the bid.	Yes/No	
16.	Scanned copy of Tender Fee, RISL Processing fee (Demand Draft/ Banker's Cheque) (in PDF Format)	Yes/No	
17.	Scanned copy of Bid Security (Demand Draft/ Banker's Cheque) (in PDF Format)	Yes/No	

**PART: B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Financial Bid duly filled online in excel format only and signed digitally in the format as provided in Financial Bid (BOQ)	Yes/No

 Date  
Place

 Signature  
Name  
Seal of Authorised Signatory

Signature of authorised signatory of the Bidder



**ANNEXURE - II, FORM-I**

Date: .....

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

I/We, ....., having my /our office at....., have read and understood the RFP document for Supply of Black Genuine Leather Shoes and Black Safety Shoes We hereby agree and undertake as under:

I/We agree to all the terms & conditions of the request for proposal (RFP) No. F F.1(31)JMRC/DCA/Admn/Store/Uniform Shoes-00508, Dated: 05.12.2024, issued by JMRC for Supply of Black Genuine Leather Shoes and Black Safety shoes to JMRC and corrigendum/ addendum issued, if any (all the pages of which have been gone through and found accepted by me/us.

I/ WE also agree to abide by all the terms and conditions of the RFP Document including the License Agreement, General Conditions of Contract (GCC).

We have enclosed bids as per stipulated procedure and have not disclosed the price bid in other than the financial bid / BOQ packet.

We have gone through carefully and understood the contents of this RFP document and the information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unconditional in all respects.

I/We have our office in Jaipur or I/We shall have a designated point of contact in Jaipur before issuance of NTP in case contract awarded to my/our firm.

Our offer will remain valid for 90 days from the last date of bid submission.

Date  
PlaceSignature  
Name  
Seal of Authorised Signatory



**ANNEXURE - II, FORM-II**
**BIDDER'S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY  
OF THE BIDDER**

Please find enclosed signed copy of the Profile, and the other requisite documents as mentioned herein.

1.	Name of the Work	Supply of Black Genuine Leather Shoes and Black Safety Shoes to JMRC
2.	Name of the Bidder Firm	
3.	Date when incorporated/Registered.	
4.	Profile of the Firm (Proprietor/ Partnership/ Private limited/ Public Limited. Constitution of the firm)	
5.	Broad business activities carried out by the firm	
6.	Registered Office Address (With Pin Code)	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (With STD Code)	
	E-mail ID	
7.	Website	
	Manufacturing/supply/Jaipur branch facility address	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (with STD Code)	
8.	E-mail ID	
	Jaipur representative contact details	
	Telephone Nos. (With STD Code)	
	Mobile No.	
9.	Fax Nos. (with STD Code)	
	E-mail ID	
	GST Registration No. (As applicable) (copy enclosed)	
10.	PAN Card No. (copy enclosed)	
11.	Name and designation of the Chief Executive or equivalent of the firm	
	(a) Address	
12.	Name and designation of the authority that is authorized to sign the tender document	
	(b) Address	
13.	Tender Fee & Bid Security Deposit (Details of the DD/Bankers cheque)	
14.	Bid Security Deposit (Details of the DD/Bankers	

	cheque)	
15.	Eligibility documents attached : in addition to PAN, GST & Registration Certificate	
16.	Details of the activities carried out during last three years & Details of manufacturing activities done as per clause 3.2 (i)	
17.	Certificate of having not debarred as per clause 3.2(ii)	
18.	Proof of functional office/ Manufacturing facility in Jaipur as per clause 3.2 (iii), 3.2 (iv) and 3.2 (v)	
19.	<u>Bank Details of Bidder</u> All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed.  Name of Account Holder: Account No: Account Type: Bank's Name: Branch: IFSC Code:	
20.	Any other document to substantiate eligibility	

We hereby certify that our organisation has neither been black listed nor our contracts have been terminated / foreclosed by any company / government department / public sector organisation during last 3 financial years ending 31.03.2024 and during current financial year till the last date of bid submission, due to non-fulfilment of contractual obligations.

Date  
Place

Signature  
Name  
Seal of Authorised Signatory

**Note:**

- a) Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number & PAN number duly signed by Authorised Signatory with Bidder's seal.
- b) Additional pages, duly signed may be attached wherever necessary.

## ANNEXURE - II, FORM-III

**STATEMENT OF TECHNICAL CAPACITY OF BIDDER**  
**Experience of Manufacturing & Supply of Genuine Leather Shoes**  
**and Safety Shoes**

S. No.	Name of Client/ Organisation	Name of Work and date of completion	Purchase order No. and date	Total Value of entire contract Rs.	Value of supplies completed in relevant years (year-wise)Rs. OR purchase order wise	Number of Leather Shoes manufactured & supplied	Number of Safety Shoes manufactured & supplied	Remarks
1.								
2.								
3.								

Note: Client's certificate as per 3.2 (iv) enclosed.

Date  
Place

Signature  
Name  
Seal of Authorised Signatory

**ANNEXURE - II, FORM-IV****FINANCIAL CAPACITY OF BIDDER**

Name of the Bidder:

S. No.	Year	Turnover (Rs.)
1.	Year 2021-22	
2.	Year 2022-23	
3.	Year 2023-24	
Total Turnover in above three Financial Years		
Average Annual Turnover for above three Financial Years		

**Note:** Attach documents as per clause 3.2 (v) of RFP.

This is to certify that the information contained above is correct as per the audited financial accounts of the Bidder.

UDIN No. :

Date: (Signature, Name and Seal of Chartered Accountant)

Date:

Signature:

Place:

Name:

Seal of Authorised Signatory

**ANNEXURE-III****SCHEDULE OF REQUIREMENT**

The Agency shall carry out all activities covering manufacturing, supply of Black Genuine Leather Shoes and Black Safety Shoes, quality inspection in coordination with JMRC or its authorized representative, as mentioned here under:

S. No.	Item	Qty required in first year	Qty required in Second year	Total Qty in 02 Years
1	Black Genuine Leather Oxford shoes	191	121	312
2	Ladies Black Genuine Leather Belly with small wedge heel	35	35	70
3	Black Safety Shoes	367	297	664

Date:

Signature:

Place:

Name:

Seal of Authorised Signatory

## ANNEXURE-IV

## DETAILED TECHNICAL SPECIFICATIONS

S. No.	Item	Specification
1	Black Genuine Leather Oxford Shoes	Black, Genuine Leather, Oxford style, (Detailed technical specifications provided in Annexure- IV, Form-I)
2	Black Genuine Leather Ladies Belly with small wedge heel	Black, Genuine Leather, wedges heel with 2-2.5"
3	Black Safety Shoes	Upper leather: 1.8 mm to 2.2 mm full grain rambler non din Leather, Steel toe, Sole: PU single density; Oil acid and alkali resistant (Detailed technical specifications provided in Annexure- IV, Form-II)

Date:

Signature:

Place:

Name:

Seal of Authorised Signatory

Note:

1. Quantity of Male/Female shall be provided to successful bidder at the time of Purchase Order.
2. The items shall be specially designed for male and female as mentioned in supply order.
3. **The bidder should abide by the technical specifications mentioned in Form I and Form II of Annexure- IV and to the BIS standards and norms as required for Genuine leather shoes and safety shoes, failing to meet the specifications shall result in disqualification of the Bidder.**

**ANNEXURE-IV, Form-I****DETAILED TECHNICAL SPECIFICATIONS FOR BLACK GENUINE  
LEATHER OXFORD SHOES**

<b>SN</b>	<b>MATERIAL &amp; PROPERTIES</b>	<b>SPECIFICATION</b>
1	Upper	Genuine Leather
2	Colour	Black
3	Heel Grip	Non - Woven
4	Footbed	Comfort Base Cushioned
5	Outsole	TPR (Thermoplastic Rubber Soles)
6	Insole	Cellulose Board
7	Toe Puff	Heat Activated 0.9 mm for standard size 8
8	Lining	PU (Polyurethane)
9	Counter Puff	Heat Activated 1.2 mm for standard size 8
10	Style	Lace shoes Oxford pattern

**ANNEXURE-IV, Form-II**
**DETAILED TECHNICAL SPECIFICATIONS FOR BLACK SAFETY SHOES**

SN	MATERIAL & PROPERTIES	SPECIFICATION
1	IS Standard	IS 15298 (Part-2)
2	Design	A as per BIS Standards
3	Construction	Direct PU Process
4	Seat region	Closed
5	Back Height of Upper ( for size 8)	less than 113 mm
6	Toecap placement	Steel Toe of min. 200 J
7	Toecap Fitting	Broad Fitting
8	Upper Toe, Vamp, Quarter, Counter, Back Strap, Face eyelet	Buff Barton Printed
9	Upper Thickness	1.80 - 2.2 mm
10	Upper Tear Strength	120 N minimum
11	Upper Tensile Strength	15 N/mm <sup>2</sup> min
12	Vamp Lining	Non-woven Material (1.35-1.45 mm)
13	Vamp Tear Strength	15 N minimum
14	Quarter	Mesh having 15 N min. Tear Strength
15	Insole	Non-woven, Cushioned EVA + textile
16	Sole	PU Single Density with weight distribution design in the heel area for better comfort.
17	In socks	Anti- bacterial PU cushion
18	Abrasion Resistance (for Quarter, Vamp, In socks )	
	Dry	25600 cycles minimum (No damage or holes up to this cycles)
	Wet	12800 cycles minimum (No damage or holes up to this cycles)
19	Bond Strength (Upper to Out sole)	4N/mm minimum
20	Lace	min. 90 cm
21	Eyelets	Rounded
22	Midsole & Outsole	Polyurethane
23	Resistant	Oil & Gas, Mining, Automobiles, Heat, Slip, Alkali resistant



**ANNEXURE-V**

**Tender Inviting Authority: Executive Director (Corporate Affairs)**

**Name of Work: Supply of Black Genuine Leather Shoes and Black Safety Shoes**

**Contract No: F.1(31)JMRC/DCA/Admn/Store/Uniform Shoes-00508**

**Dated: 05.12. 2024**

Name of the Bidder/ Bidding Firm/ Company :						
<u>PRICE SCHEDULE</u>						
<b>Kindly do not fill Zero value against any item else the bid shall be cancelled</b> <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
NUMB ER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Qty	Unit	BASIC RATE per piece (excluding GST) In Figures To be entered by the Bidder <b>Rs. P</b>	TOTAL AMOUNT (excluding GST)	TOTAL AMOUNT In Words
1	2	4	6	13	54	55
1	<b>Supply of Black Genuine Leather Shoes and Black Safety Shoes</b>					
1.01	Black Genuine Leather Oxford Shoes	312	Nos		0.00	INR Zero Only
1.02	Ladies Black Uniform Belly with small wedge heel	70	Nos		0.00	INR Zero Only
1.03	Black Safety Shoes	664	Nos		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>

**Terms & Conditions:**

- Financial Evaluation shall be carried out on the "Total for **Black Genuine Leather Shoes and Black Safety Shoes**" in the table above.
- Amount quoted above is inclusive of all levies, charges except GST as applicable.
- The quoted amount also includes any other legal liabilities which may be in force at present or may arise in future etc. Nothing will be paid extra by the Corporation except GST as applicable.
- No additional condition(s) from the bidder would be accepted.

Date  
Place

Signature  
Name

Seal of Authorised Signatory

## ANNEXURE-VI

FORMAT OF AGREEMENT

**Subject: Supply of Black Genuine Leather Shoes and Black Safety Shoes**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at Jaipur by and between Jaipur Metro Rail Corporation Ltd. (herein after called "Corporation") incorporated under the companies Act, 1956 having its registered office at Jaipur Metro Rail Corporation Limited, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur - 302020, India, hereinafter referred to as the, Corporation or JMRC (which expression shall unless repugnant to the context mean and include its successors and assigns), through its ..... (Designation) Shri ..... (Name) of the First Party.

AND

M/s.....(name, designation and address of the selected bidder) a company/partnership firm/ proprietorship firm/ other legal entity incorporated/ registered/ under the ..... Act, (Name of relevant statute)(hereinafter referred to as the "Agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) through its ..... (Designation) Shri ..... (Name) of the Second Party.

**WHEREAS**

- (A) the Corporation requires an Agency for supply of Black Genuine Leather Shoes and Black Safety Shoes to JMRC, as defined in the RFP document attached to this Agreement (hereinafter called the "Schedule of Requirements/ work").
- (B) the Agency, having represented to the Corporation that they are engaged in manufacturing and supply of Black Genuine Leather Shoes and Black Safety Shoes have the required professional skills, personnel and technical resources, have been selected to supply the Black Genuine Leather Shoes and Black Safety Shoes on the terms and conditions set forth in this Agreement.

**NOW THEREFORE** the parties hereby agree as follows:

- 1. The following documents hereto shall be deemed to form an integral part of this Agreement:
  - (i) The Letter of Award (LOA) issued by the Corporation in favour of the Agency.
  - (ii) The RFP Document ..... in its entirety along with all its Annexures, Appendices, etc.
  - (iii) Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the Corporation.
  - (iv) General Conditions of Contract (GCC)
  - (v) Uniform Design Manual
  - (vi) The bid submitted by the Agency pursuant to this RFP.
- 2. Duration of contract

The contract shall begin immediately on acceptance of the LOA by the successful bidder. The duration shall be for two years from the date of acceptance of LOA. As the contract period is for two years therefore the period of price validity will also be for the same period which shall be extendable for the next one year or part

thereof (extended contract period), at the behest of JMRC, if required.

3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:
  - a) The Agency shall provide the supplies as per the Schedule of requirement as specified in the RFP document and shall fulfil its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, the Agency shall provide the supplies and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Supplier to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and
  - b) The Corporation will make payments to the Agency in accordance with the Letter of Award.
4. That the corporation and the agency further agree that they are bound by the terms and conditions of the RFP Document No. F.1(31)JMRC/DCA/Admn/Store/Uniform Shoes-00508, Dated: 05.12.2024 (including any corrigenda and/or addenda thereof.) In case of any conflict between the RFP Document (including any corrigenda and/or addenda thereof) and this Agreement, the later shall prevail insofar as the spirit of the RFP is not affected thereby. In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.
5. The Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Agreement.

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

Authorised Signatory

For Jaipur Metro Rail Corporation Ltd.

Authorised Signatory

For \_\_\_\_\_(Agency)

Witness:

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

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

**ANNEXURE-VII****UNDERTAKING**

We, M/s..... (Name of the bidder) hereby declare that we will open our office or authorised dealership in Jaipur within 15 days of issuance of the first purchase order pursuant to the No..... dated ..... for supply of Black Genuine Leather Shoes and Black Safety Shoes to JMRC.

Date:

Signature:

Place:

Name:

Seal of Authorised Signatory

**ANNEXURE - VIII**

**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

**(To be issued by a Scheduled Commercial Bank in India on non-judicial stamp paper of appropriate value as per prevailing rules and payable at Jaipur)**

BANK GUARANTEE NO.[\_\_\_\_\_]

dated [\_\_\_\_\_]

RFP No. F.1(31)JMRC/DCA/Admn/Store/Uniform Shoes-00508 dated 05.12.2024

In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC) having agreed to exempt (here in after called the selected bidder) from the demand of security deposit of Rs..... on production of Bank Guarantee for Rs..... for the due fulfillment by the selected bidder of the terms & conditions to be contained in a License agreement signed pursuant to the RFP No. F.1(31)JMRC/DCA/Admn/Store/Uniform Shoes-00508, Dated: 05.12.2024 issued by JMRC for **Supply of Black Genuine Leather Shoes and Black Safety Shoes in JMRC**

1. We..... (name of the guaranteeing bank, hereinafter referred to as "the Bank") at the request of (selected bidder) do hereby undertake to pay to JMRC, JAIPUR, an amount not exceeding Rs..... , against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, JMRC, JAIPUR, by reason of any breach by the selected bidder of any of the terms & conditions contained in the said license agreement or RFP, or against any penalty imposed by JMRC on the selected bidder on such grounds.
2. We..... (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from JMRC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by JMRC, JAIPUR or by way of penalty imposed on the selected bidder by JMRC, on account of breach by the selected bidder of any of the terms & conditions contained in the contract agreement or RFP or by reason of the selected bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of JMRC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We ..... (name of the Bank) undertake to pay to JMRC,JAIPUR, any money so demanded notwithstanding any disputes raised by the selected bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the selected bidder shall have no claim against us for making such payment.

4. We .....(name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 30 Months from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of JMRC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till JMRC, JAIPUR, certifies that the terms & conditions of the Contract agreement and RFP have been fully and properly carried out by the selected bidder and accordingly discharges this guarantee.
5. We..... (name of the Bank) further agree with JMRC, JAIPUR, that JMRC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the said agreement and to forbear or enforce any of the terms & conditions relating to the said agreement or RFP and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of JMRC, JAIPUR, or any indulgence by JMRC, JAIPUR, to the selected bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the selected bidder.
7. This guarantee shall be irrevocable and the obligations of the Bank here in shall not be conditional to any prior notice by JMRC, JAIPUR.

Place .....

Date.....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney.....

Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank:

.....

.....

Telephone Numbers: .....

Fax numbers: .....

**ANNEXURE - IX****ANNEXURE 'A' TO ANNEXURE 'C' AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013  
DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN****Annexure A: Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

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

**Conflict of Interest:-**

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts 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.

**Annexure B : Declaration by the Bidder regarding Qualifications****Declaration by the Bidder**

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:



### **Annexure C : Grievance Redressal during Procurement Process**

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

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

#### **(1) Filing an appeal**

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

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

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

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

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

#### **(4) Appeal not to be in certain cases**

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

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

#### **(5) Form of Appeal**

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

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

**(6) Fee for filing appeal**

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

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

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



FORM No. 1  
[See rule S3]

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

Appeal No ..... of .....  
Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:

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

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

Place.....

Date

Appellant's Signature



## Annexure D: Additional Conditions of Contract

### 1. Correction of Arithmetical errors

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

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

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim of compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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