

JAIPUR METRO RAIL CORPORATION LTD.

JMRC/O&S/EL/2016-17/NIB/04

**REPLACEMENT OF EXISTING FLUOROCENT AND
METAL HALLIDE LIGHTS AT VIVEK VIHAR WITH
COMPATIBLE LED LIGHTS**

BID DOCUMENT



Jaipur Metro Rail Corporation Ltd.
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur -302005
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CIN: U60221RJ2010SGC030630

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DISCLAIMER

The information contained in this Request for Proposal document (“NIB”) 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 NIB and such other terms and conditions subject to which such information is provided.

This NIB is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this NIB is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this NIB. This NIB includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIB 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 NIB. The assumptions, assessments, statements and information contained in this NIB, 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 NIB and obtain independent advice from appropriate sources.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this NIB. 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 NIB. The issue of this NIB 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 whatsoever.

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

1. NOTICE INVITING BIDS

- i. Jaipur Metro Rail Corporation (JMRC) invites online bids from eligible LED Lights manufacturers / Authorized dealer / retailer (hereinafter referred to as bidders) to replace existing florescent and metal halide lights with LED Lights at Vivek Vihar Metro Station.
- ii. The complete bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and 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 Corporation's website www.jaipurmetrorail.in and state procurement portal www.sppp.rajasthan.gov.in.
- iii. Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, Bidders will have to obtain Digital Signatures issued by a licensed Certifying Authority for e-tendering portal. Bidders who already have a Valid Digital Signature Certificate 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 entertained and will be rejected outright.
- iv. Schedule to the invitation of Bids:

Approximate cost of work	13,54,000/- inclusive of all taxes
Bid Security amount	27,080.00/-
Cost of Bid form (Non-Refundable)	500/-
Processing Fee	Rs. 1000/- (By Demand Draft / Bankers Cheque, payable in favour of MD, RISL, Jaipur)
Online tender document availability period	From 1700 Hrs. dated .18/11/2016. Upto 1500 Hrs. dated 09/12/2016.
Completion period of the Work	For 4 months (from the date of LOA the work)
Last date for receiving queries/clarification for Pre-Bid Conference	24/11/2016 Upto 1300. hrs.
Date and Venue of Pre- Bid Conference	24/11/2016. at 1400h, Meeting Hall, Jaipur Metro Rail Corporation Metro Train Depot, Bhriugu Path, Mansarovar, Jaipur 302020
Uploading of remarks of metro administration to the issues raised in pre bid conference	1300 Hrs. dated 28/11/2016
Submission start date	1330 Hrs. dated 28/11/2016
Last date of submission of tender	1500 Hrs. dated 09/12/2016
Time & Date of online technical bid	1530 Hrs. dated 09/12/2016
Venue of opening of online tender	Office of ED (Traction/E&M), JMRC, Room no. 322 III nd Floor, Admin Building, Metro Train Depot, Bhriugu Path, Mansarovar, Jaipur 302020
Venue & Date of physical submission of tender cost, bid security & processing fee	Upto 1500 Hrs. dated 09/12/2016 Office of ED (Traction/E&M), JMRC, Room no. 322 III nd Floor, Admin Building, Metro Train Depot, Bhriugu Path, Mansarovar, Jaipur 302020
Validity of tender	90 days from last date of submission of tender
Performance security	10 % of approved total contract price.

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. Physical submission of bid is not allowed.
5. JMRC will not be responsible for any delay in submission of online bid due to any reason.

Executive Director (Traction & E&M)

2. DEFINITIONS

manufacturers / authorized dealer / retailer	The manufacturers / authorized dealer / retailer engaged pursuant to this bid for Replacement of LED Lights as per the Schedule of Requirement defined in this document.
Agreement	The Contract Agreement to be executed between JMRC And successful bidder, subsequent to the Letter of Award, as per the format at Annexure- VI.
Authority	Jaipur Metro Rail Corporation Ltd.
Bidder	The firm or company which submits proposal in response to this NIB within the time prescribed for the purpose
Contract Agreement Amount	The contract amount finally approved by JMRC for the entire supply for the duration of the contract pursuant to this NIB process, as mentioned in the LOA.
Corporation/ JMRC	Jaipur Metro Rail Corporation Ltd.
Letter of Award (LOA)	Letter of Award - Letter from Corporation to selected Agency conveying selection as successful bidder and outlining the terms and rates for the supply.
NIB	Notice Inviting Bid
Replacement	Shall mean replacement of LED Lights as finished product to JMRC.
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by JMRC
LED Lights	LED Lights prescribed in Annexur-IV

3. INSTRUCTIONS TO BIDDERS

3.1 GENERAL INSTRUCTIONS TO BIDDERS

- i. JMRC's General Conditions of Contract (GCC) & SHE is part to this NIB 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.
- ii. The LED Lights are to be replaced for respective categories as per existing Lights. Technical Detail of the same is attached at Annexure-III & Annexure-IV.
- iii. The approximate quantity of the supplies to be made during the contract period is given at Annexure III.
- iv. 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 NIB.
- v. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender 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 Bid Security/ Security Deposit.
- vi. If any change/deletion is made by the Bidder in the NIB 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.
- vii. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- viii. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- ix. If the required document/annexure(s) is/are missing in the Bid, the Corporation may reject the Bid.
- x. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- xi. 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.
- xii. If required, the bidders may be called for presentation /briefing to assist in evaluation, at a date and time to be decided later.

- xiii. Any Bid not supported by valid Bid Security, Tender fee and e-tender processing fee in acceptable form will be liable to be treated as being non-responsive.
- xiv. The Bid Security is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. 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 of the tender and will result in forfeiture of the Bid Security, in part or in full, at the discretion of JMRC. The decision of JMRC in this respect shall be final and binding.
- xv. Bids complete in all respects must be filed not later than the time and date indicated in this NIB. JMRC may, at its discretion, extend this deadline for the submission of Bids by amending the NIB 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.
- xvi. Prices should be quoted all inclusive, Rajasthan VAT should be shown separately. FOR shall be at JMRC office, Jaipur, no other charges shall be paid by JMRC.
- xvii. 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 NIB. 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
- xviii. JMRC may at its sole discretion and at any time during the processing of Tender, 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 Tender document, which is not accompanied by required documentation and Bid Security/ Earnest Money Deposit (EMD) or is non-responsive.
 - d) Failed to provide clarifications related thereto, when sought.
 - e) Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

3.2 ELIGIBILITY CRITERIA OF BIDDERS

SN	Eligibility Criteria	Documents required
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SN	Eligibility Criteria	Documents required
i.	The bidder firm should be in existence at least for last three years excluding the current financial year & engaged in Manufacturing / supplying of LED Lights to various reputed Organizations since 01.04.2013	<p>a. Registration certification of the firm / Partnership deed / Certificate of incorporation, etc. (as applicable)</p> <p>b. Articles of Association & Memorandum of Association (if applicable)</p> <p>c. Income Tax Registration (PAN)</p> <p>d. VAT/ CST Registration number</p> <p>e. Profile of the firm including the related activities done in last three years along with copies of work.</p>
ii	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 ending 31.03.2016 and during current financial year till date of bid submission due to non-fulfillment of contractual obligations.	A self-declaration to this effect, signed by authorized signatory of the bidder company/ firm in the Bid profile (Annexure-II, Form-II).
iii.	Either the Registered Office or the Functional Branch Office or manufacturing unit of the bidder firm should be located in Jaipur OR the firm should be ready to open its functional branch office in Jaipur within 15 days of issue of the purchase order.	<p>Registration certificate of office in Jaipur / Lease Agreement supported By Telephone / Electricity/ Water connection Bill etc in the name Of bidder firm for the given address</p> <p>OR</p> <p>A self-declaration mentioning that firm shall open its office in Jaipur within 15 days of issue of the purchase order as per Annexure-X.</p>
iv.	<p>A. Definition of similar work: The bidder shall engaged in manufacturing / supplying of LED lights to various reputed Govt. / Pvt. Organizations.,</p> <p>B. Work experience: The bidder firm should essentially have Experience of having satisfactorily completed similar work during last three years periods ending last day of the month previous to the one in which the tenders are invited should be either of the following,</p>	<p>a. Supply & delivery of LED lights to public sector companies or.</p> <p>b. Supply & delivery of LED lights to central or state government department.</p> <p>c. Supply & delivery of LED lights to schools.</p> <p>d. Supply and delivery of LED Lights to reputed private organisations.</p> <p>a. Three similar satisfactory completed works each costing not less than the amount equal to 40% of estimated cost</p> <p>or</p> <p>b. Two similar satisfactory completed works each costing not less than the amount equal to 50% of estimated cost</p> <p>or</p> <p>c. One similar satisfactory completed works each costing not less than the amount equal to 80% of estimated cost</p>
	The bidder firm should have Experience of supplying LED lights (supply & delivery of LED lights) since last three years, i.e., from 01.04.2013 to reputed private companies /Public Sector Companies/Banks	<p>a. List of Important assignments completed satisfactorily.</p> <p>b. Self-Attested copies of orders received during the last three years.</p> <p>c. Certificates of satisfactory completion of these Orders mentioning the contract value/ amount paid, year of supply, issued by the authorized signatory of the client.</p>

	/ Central or State Government Departments / reputed private organizations / schools. The total value of LED Lights Supplied should be At least three work of RS. 541600 or two work of Rs. 677000 or one work of Rs. 1083200 in last three years.	
v.	The average annual turnover of Applicant during each of last three audited financial years should not be less than forty percent (40%) of the estimated cost given in NIB i.e. Rs. 5,41,600 /-	Audited Profit and Loss A/c or Balance Sheet OR Income Tax Returns (ITR) showing the required turnover OR any other document mentioning the required turnover, certified by a Chartered Accountant.

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 NIB 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 NIB, if any, the following officer of JMRC may be contacted:

JGM (Traction / E&M), 3rd Floor, Admin Building, Metro Train Depot, Bhriagu Path, Mansarovar, Jaipur 302020. Tel. No.0141- 5153711.

Email: jgtem@jaipurmetrorail.in

- i. Queries should be submitted in writing only 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, State Procurement Portal, www.sppp.rajasthan.gov.in and e-procurement portal <https://eproc.rajasthan.gov.in>. Prospective bidders are advised to keep visiting these websites for updates.
- vi. For any assistance in online submission, RISL helpline may be contacted as per following details:
0141-4022688
Email: eproc@rajasthan.gov.in

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

- i. The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is Rs. 500 (Rs. Five Hundred 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. Bidding document shall be provided to the micro, small and medium enterprises (Rajasthan) at 50% of the prescribed cost ;
- iii. In addition, E-tender processing fee of Rs. 1,000 (Rs. One thousand 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 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- i
 - (a) Bid Security / Earnest Money in the form of Demand Draft / Bankers Cheque of Rs 27,080 (Rupees Twenty Seven Thousand Eighty Only) drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (valid up to 120 days from the Last date of Bid submission) in the format enclosed at Annexure-VII drawn on any Scheduled Bank in favour of Jaipur Metro Rail Corporation Ltd., payable at Jaipur.
 - (b) In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply (i.e., Rs.6770 Rupees Six Thousand Seven Hundred Seventy Only) and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid(i.e., Rs. 13,540 Rupees Thirteen Thousand Five Hundred Forty Only). 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.
 - (c) In lieu of bid security, a bid securing declaration is 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.
- ii. Any Bid not accompanied by valid Bid Security / Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- iii. The Bid Security/ Earnest Money Deposit 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 placement of supply / work order within the specified period;
 - c. the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. the bidder does not deposit the performance security within specified period after the supply / work order is placed; 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.
- iv. The Bid Security / Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.

- v. The Bid Security / Earnest Money shall be returned promptly 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.
- vi. 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 Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of NIB from this site.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any 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 /Bank Guarantee for EMD. However, DD/ Bankers Cheque /BG for Tender Fee, e-tender Processing Fee & EMD should be submitted physically at the following address of JMRC with a covering letter mentioning therein the details & name of NIB, by the scheduled date and time as per NIB.

Executive Director (Traction and E&M))
3rd Floor, Room no. 322 , Admin. Building ,
Mansarovar Metro Train Depot, Bhriagu Path,
Mansarovar, (Rajasthan -302020).

- v. JMRC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

- vi. Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single-stage two envelope online selection procedure shall be adopted. The Bid shall contain:

- a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a pdf copy of this Bid with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, DD/BC/BG with annexures of NIB duly filled in support of eligibility, Bid Security (EMD), 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 authorized representative of the bidder.

All the Annexure shall be duly filled (except III, IV & VI), physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

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

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

This Part should contain the Financial Bid 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.
- iii. Fill Bidder's Name & Rate of Management Fee (in terms of percentage) in downloaded Financial Bid format as specified (in XLS/ XLSX format only) in greenback ground cells. Don't fill in other colour cells.
- iv. Validate the sheet and Save filled copy of downloaded financial bid file in your computer and remember its name & location and upload correct file (duly filled in).
- v. Performa A & B as per General Financial & Accounts Division Notification dated 19 Nov 2015 for affidavit must be submitted by the micro, small and medium enterprises (Rajasthan).

3.7 EVALUATION OF BID DOCUMENTS

- i. The bids will be opened online at the time; date and place as per schedule specified in the Notice Inviting Bids (Clause 1) of this NIB 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 NIB 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 technically qualified bidders through Email / Phone.
- v. The Bidder whose bid is responsive, complete and in accordance with the NIB 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 (Total for LED Lights) quoted by the particular bidder in the Financial Bid Format / BOQ given at Annexure V.
- vi. The bidders are required to spell out the rates of VAT separately, if applicable. The prices quoted are firm and final and inclusive of all other taxes and duties except VAT and no claim on account of any tax/duties will be entertained.
- vii. Comparison of rates of firms outside and those in Rajasthan- While tabulating the bids of those firms which are not entitled to price preference, the element of Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
- viii. Notwithstanding anything contained in the NIB Document, The Corporation reserves the right to:
 - accept any tender not necessarily lowest on reasonable ground and justification
 - reject any tender which doesn't fulfill
 - Reject all tenders and annul the bidding process without assigning any reason at any time before issuance of a letter of award without incurring any liability.

3.8 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 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 10% of approved contract Agreement Amount, in the form of Demand draft or Bank Guarantee from any scheduled bank (Annexure-VIII) in favour of Jaipur Metro Rail Corporation Ltd within 7 days from the date of issue of LOA. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of Agency i.e., up to 6 months from the date of LOA.
- iv. Performance security for the micro, small and medium enterprises (Rajasthan) shall be @1% of the amount of quantity ordered for supply of goods.
- v. An agreement on a non-judicial stamp paper of Rs. 100 as per format at Annexure-VI shall be executed within 10 days of issue of LOA. The original copy of the Agreement shall be retained by JMRC and the copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- vi. After completion of all contractual obligations, Performance Security Deposit shall be returned/discharged to the successful Agency within 60 days.
- vii. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be retained or to be extended to meet the requirement of validity of Performance Security valid up to the extended contract period enhanced by three months.

4. SPECIAL CONDITIONS OF CONTRACT

4.1 GENERAL CONDITIONS

- i. The GCC (General Conditions of Contract) & SHE (Safety, health and environment) of JMRC as available on JMRC website is applicable as a whole on this NIB process and the pursuant contract. However, wherever the provisions contained in this NIB are in conflict with the GCC, the provisions contained in the NIB shall prevail.
- ii. The Agency shall provide LED Lights strictly as per ANNEXURE-III and as per Detailed Technical Specifications on Annexure IV of the NIB.
- iii. Transportation & Packaging: The agency shall be responsible for the proper delivery of LED Lights in 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 LED Lights must be sent freight paid and no payment shall be made by JMRC at the time of receipt of supplies.
- v. The warranty of LED lights shall be three years from the date of supply.
- vi. Inspection:

- a. The JMRC (through a duly authorized representative) shall at all reasonable time have access to the Agency's premises and shall have the right to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
 - b. Before supply of first lot of LED Lights, 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 suitable replacement. The subsequent supply shall start after prototype approval.
 - c. 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.
- vii. 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.
 - c. 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 LED Lights if required, through their designated Support representatives/ Centre(s) 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 dispatch 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 LED Lights.
- 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 all the supplied LED Lights and delivered to the desired location(s) as per the schedule given hereunder:

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 purchase order	Within 30 days from the date of prototype approval
3.	Technical support for Installation and commissioning	Within 2 months from date of delivery

- * Before supply of LED Lights the Agency shall submit one sample of each item for prototype approval to JMRC. JMRC shall approve the prototype samples with or without suggestions. The mass production and subsequent supply shall start after prototype approval from JMRC.
- * Penalty of Rs.100 /- per day will be charged against late delivery. In case of unavoidable circumstances prior delivery period extensions may be obtained from competent authority.

4.2 DURATION OF CONTRACT

The contract shall begin immediately on acceptance of the LOA by the successful bidder. The duration shall be for four months from the date of acceptance of LOA.

4.3 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 quantities Specified in the Schedule of requirement during the contract period as per provisions of RTPPR Clause 73, Right to vary quantity.

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 LED Lights.. 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 LED Lights Ordered in JMRC Stores, acceptance and taken over after inspection	80% of the payable amount	1. Prototype approval letter of JMRC, applicable for 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
2.	Satisfactory Technical support for Installation and Commissioning	Balance 20% 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, 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. VAT, as applicable and if quoted, shall be paid as per prevalent/actual rates as per BOQ.

4.7 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between JMRC and the Agency, the same shall be discussed in the first instance between the representatives of the Agency and Executive Director (Traction and E&M).
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of JMRC within 10 days after the passage of this time. The MD, JMRC would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, JMRC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

4.8 FAILURE TO SUPPLY THE LED Lights AS PER THE PURCHASE ORDER / CONTRACT

The Agency shall supply the LED Lights as per the requirement of the Corporation spelt out in purchase order. Delay in supplies of these LED Lights 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% to 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 (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/black listing may also be taken. JMRC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

iii. Risk and Cost:

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

4.9 TERMINATION OF CONTRACT AGREEMENT

- i. JMRC reserves the right to terminate/curtail the contract at any time after giving 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 tender and agreement to be signed in pursuant to this tender process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.

- iii. It is expressly agreed that 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.

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

ENVELOPE:A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of NIB excluding Annexure duly signed by the Authorized 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 (NIB) & GCC, duly filled & signed.	Yes/No
4.	Annexure – II, Form-II: Bidder's Profile duly filled, signed & enclosing documents for eligibility	Yes/No
5.	Annexure – II, Form-III: Technical capacity of the bidder, duly filled, signed & enclosing certificate(s) from customer(s)/ Clients.	Yes/No
6.	Annexure – II, Form-IV: Financial capacity of the bidder, duly filled, signed & enclosing turn over documents as per clause 3(v).	Yes/No
7.	Annexure – III , Schedule of Requirement, duly initialled	Yes/No
8.	Annexure – IV, Detailed Technical Specifications, duly initialled	Yes/No
9.	Annexure – VI, Format of Agreement, duly initialled	
10.	Annexure VII, Proforma of Bank Guarantee for Bid Security	Yes/No
11.	Annexure VIII, Proforma of Bank Guarantee for Performance Security Deposit	Yes/No
12.	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 initialed	Yes/No
13.	Annexure – X: Performa for undertaking, duly initialed and filled (if applicable).	Yes/No
14.	Cost of Bid document(DD/Banker Cheque or JMRC receipt)	Yes/No
15.	Bid Security (DD/Banker Cheque/ Bank guarantee)	Yes/No

ENVELOPE: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 in and signed as per Annexure – V	Yes/No

Date:

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE NIB &
GCC & SHE

We,, having our office at
.....,
agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) and of
the Request For Proposal (NIB) No.

_____,
dated_____ issued by Jaipur Metro Rail Corporation Limited (JMRC) for
selection of Agency for Replacement of Existing Flurocent and Metal Hallide Lights at Vivek
Vihar with Compatible LED Lights to JMRC, Jaipur.

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

Date	Signature
Place	Name
	Seal of Authorized Signatory

**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	Replacement of Existing Flurocent and Metal Hallide Lights at Vivek Vihar with Compatible LED Lights
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	
	Website	
7.	Manufacturing facility address	
	Telephone Nos. (With STD Code)	
	Mobile No.	
	Fax Nos. (with STD Code)	
	E-mail ID	
8.	Jaipur Branch Office Address	
	Telephone Nos (with STD Code)	

	Mobile No.	
	Fax Nos. (with STD Code)	
	E-mail ID	
9.	Service Tax/Excise Tax Registration No.(As applicable) (copy enclosed)	
10.	PAN Card No. (copy enclosed)	
11.	TIN/VAT/CST Number (copy enclosed)	
12. (a)	Name and designation of the Chief Executive or equivalent of the firm	
(b)	Address	
13. (a)	Name and designation of the authority that is authorized to sign the tender document	
(b)	Address	
14.	Tender Fee (Details of the Cash Receipt/DD/Bankers cheque)	
15.	Bid Security details	
16.	Eligibility documents attached :	
(a)	Service Tax /Excise Registration proof – Yes/No	
(b)	Income Tax Registration Proof - Yes/No	
(c)	Registration Certificate/ partnership deed/ Certificate of incorporation --Yes/No	
(d)	VAT/CST Registration Proof – Yes/No	
(e)	Details of the activities carried out during last 5 years & Details of manufacturing activities done as per clause 3.2(i)	

(f)	Certificate of having not black listed as per clause 3.2(ii)	
(g)	Proof of functional office/ Manufacturing facility in Jaipur as per clause 3.2 (iii)	

We hereby certify that our organization has neither been black listed nor our contracts have been terminated / foreclosed by any company / government department / public sector organization during last 3 financial years ending 31.03.2016 and during current financial year till date of bid submission, due to non-fulfillment of contractual obligations.

Date

Signature

Place

Name

Seal of Authorized Signatory

Note: Additional pages, duly signed may be attached wherever necessary.

STATEMENT OF TECHNICAL CAPACITY OF BIDDER

EXPERIENCE OF MANUFACTURING / SUPPLY OF LED Lights

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.	Number of LED Lights manufactured / supplied	Remarks
1.							
2.							
3.							
4.							
5.							

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

Date

Signature

Place

Name

Seal of Authorized Signatory

FINANCIAL CAPACITY OF BIDDER

S. No.	Year	Turnover (Rs.)
1.	Year 2013-14	
2.	Year 2014-15	
3.	Year 2015-16	

Note: Turn over Proof as per clause 3.2 (v) enclosed.

Date

Signature

Place

Name

Seal of Authorized Signatory

SCHEDULE OF REQUIREMENT

The Agency shall carry out all activities covering replacement of LED Lights, quality inspection in coordination with JMRC or its authorized representative, as mentioned here under :

Sr No	Existing product Model No. Make : M/s Thorn	Existing product Make Thorn Fixture type	TO BE Replaced with (Watt)*	Fixture QTY	TOTAL Light Qty.
1	MFSR-I	2x36W	2*20	202	404
2	MFSR-II	2x36W	2*20	164	328
3	AQFC254	2x54W	1*40	43	43
4	FSER-236	2x36W	2*20	30	60
5	FTBS-136	1x36W	1*20	28	28
6	FTBS-236	2x36W	2*20	29	58
7	SPAK-150	150	80	36	36
8	BETA-250	250	120	30	30
9	NELA-70	70	40	4	4
10	SPAK-70	70	40	6	6

*Note : 1. The wattage mentioned in the column is tentative it may vary from manufacturer to manufacture. The bidder shall supply nearest higher wattage rating with suitable luminous output available of particular manufacturer.

2. All lights shall be of Group – I / Group – II PWD BSR.

DETAILED TECHNICAL SPECIFICATIONS

A. EXISITING LIGHT TYPE:

Sr No	Existing product Model No.	Existing product Make Thorn Fixture type	Luminosity of each tube light (min.)	TOTAL Lumens (min.)	Fixture QTY	TOTAL Light Qty.
1.	MFSR-I	2x36W	3250 Lumens	6500 Lumens	202	404
2.	MFSR-II	2x36W	3250 Lumens	6500 Lumens	164	328
3.	AQFC254	2x54W	5000 Lumens	5000 Lumens	43	43
4.	FSER-236	2x36W	3250 Lumens	6500 Lumens	30	60
5.	FTBS-136	1x36W	3250 Lumens	3250 Lumens	28	28
6.	FTBS-236	2x36W	3250 Lumens	6500 Lumens	29	58

B. EXISTING BEAM LIGHT TYPE:

Sr No	Existing product Model No.	Existing product Make Thorn Fixture type	Luminosity of each tube light (min.)	TOTAL Lumens (min.)	Fixture QTY	TOTAL Light Qty.
1.	SPAK-150	150	12150 Lumens	12150 Lumens	36	36
2.	BETA-250	250	28000 Lumens	28000 Lumens	30	30
3.	NELA-70	70	5200 Lumens	5200 Lumens	4	4
4.	SPAK-70	70	5200l Lumens	5200 Lumens	6	6

FINANCIAL BID

(A mount in Rupees)



Tender Inviting Authority: Executive Director (Traction & E&M)

Name of Work: Replacement of Existing Flurocent and Metal Hallide Lights at Vivek Vihar with Compatible LED Lights

Contract No: JMRC/O&M/TEM/2016-17/NIB/04

Dated:

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Basic Rate shall include all levies, Charges except Rajasthan State VAT / Central Sales Tax which are to be quoted in relevant column in rupees.

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	TEXT	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P 13	Rajasthan Statw VAT (in Rs.) 15	CST / Other Taxes (in Rs.) 18	TOTAL AMOUNT With Taxes 54	TOTAL AMOUNT In Words 55
1	LED LIGHTS								
1.01	LED Tubelight Compatible to thorn make MFSR – I of suitable wattage		404.000	Nos				0.00	INR Zero Only
1.02	LED Tubelight Compatible to thorn make MFSR – II of suitable wattage		328.0000	Nos				0.00	INR Zero Only
1.03	LED Tubelight Compatible to thorn make AQFC254 of suitable wattage		43.0000	Nos				0.00	INR Zero Only
1.04	LED Tubelight Compatible to thorn make FSR236I of suitable wattage		60.0000	Nos				0.00	INR Zero Only

1.05	LED Tubelight Compatible to thorn make FTBS136 of suitable wattage		28.0000	Nos				0.00	INR Zero Only
1.06	LED Tubelight Compatible to thorn make FTBS236 of suitable wattage		58.0000	Nos				0.00	INR Zero Only
1.07	LED Beamlight Compatible to thorn make SPAK150 of suitable wattage		36.0000	Nos				0.00	INR Zero Only
1.08	LED Beamlight Compatible to thorn make BITA250 of suitable wattage		30.0000	Nos				0.00	INR Zero Only
1.09	LED light Compatible to thorn make NELA70 T18 holder of suitable wattage		04.0000	Nos				0.00	INR Zero Only
1.10	LED Beamlight Compatible to thorn make SPAK70 of suitable wattage		06.0000	Nos				0.00	INR Zero Only

Terms & Conditions:

- a) Financial Evaluation shall be carried out on the “Replacement of Existing Flurocent and Metal Hallide Lights at Vivek Vihar with Compatible LED Lights” in the table above.
- b) Amount quoted above is inclusive of all technical support charges, levies, charges except Rajasthan State VAT / Central Sales Tax (CST) which are to be quoted extra (in rupees) in the relevant column of the financial bid. 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 extra paid by the Corporation in addition to the above quoted bid amount.
- c) If deduction at source is mandatory on account of any statutory tax, levy, cess, fee, etc., it will be deducted from the bill amount of the Agency.
- d) No additional condition(s) from the bidder would be accepted.

Date

Signature

Place

Name

Seal of Authorised Signatory

FORMAT OF AGREEMENT

This AGREEMENT is made on this _____ day of _____ two thousand _____ between Jaipur Metro Rail Corporation Limited (JMRC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Khaniy Bhawan, Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur, hereinafter called the “CORPORATION” of the one part, represented by _____ (name and designation of representing officer), JMRC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

and

_____ (Name of the successful bidder) of the other part, hereinafter called the “AGENCY” represented by _____ (name and designation of representing officer), (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees).

WHEREAS

- (A) the Corporation requires an Agency for Replacement of Existing Flurocent and Metal Hallide Lights at Vivek Vihar with Compatible LED Lights, as defined in the NIB 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 / supply of LED Lights have the required professional skills, personnel and technical resources, have been selected to supply the LED Lights 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 NIB Document (No. JMRC/O&S/TEM/2016-17/NIB/04 Dated:) in its entirety along with all its Annexures, Appendices, etc.
 - (iii) Addendum and/or Corrigendum to the NIB Document the Bid Submitted if issued by the Corporation.
 - (iv) General Conditions of Contract (GCC) (enclosed)
 - (v) The bid submitted by the Agency pursuant to this NIB.

2. Duration of contract

The contract shall begin immediately on acceptance of the LOA by the successful bidder. The duration shall be for four months from the date of acceptance of LOA. As the contract period is for four months therefore the period of price validity will also be for the same period.

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 NIB document and shall fulfill 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.

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.

PROFORMA FOR BANK GUARANTEE FOR THE BID SECURITY

(to be submitted by the bidder along with bid)

To,
Chairman and Managing Director,
Jaipur Metro Rail Corporation Limited (JMRC),
Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme,
Jaipur-302005 (Raj).

Sir,

1. In accordance with your NIB for engaging Agency for Replacement of Existing Fluorescent and Metal Halide Lights at Vivek Vihar with Compatible LED Lights to JMRC vide NIB No. JMRC/O&S/TEM/2016-17/NIB/04 Dated: M/s. (Name & full address of the firm) (hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said tender as mentioned in the NIB document.

It is a condition in the NIB document that the Bidder has to deposit Earnest Money amounting to Rs. _____/- (Rupees _____ only) in respect to the tender, with Jaipur Metro Rail Corporation, Jaipur (hereinafter referred to as “JMRC”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity period (i.e., 120 days from the last date of bid submission). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum Rs. _____/- (Rupees _____ only) to the JMRC as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1969 (delete, if not applicable) and branch Office at (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JMRC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the JMRC shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said NIB Document and the decision of the JMRC that the Bidder has committed such breach or breaches and as to the amount or

amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JMRC shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JMRC and it is further declared that it shall not be necessary for the JMRC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JMRC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the JMRC to recover the said amount of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____/- (Rupees _____ only) and our guarantee shall remain in force till 30 days after the bid validity period i.e., 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and

has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

In presence of:

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

(1)

(2)

.....

.....

.....

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to JMRC at the following address:

Executive Director (Traction and E&M)
Jaipur Metro Rail Corporation Ltd.
3rd floor, Admin Building, Metro Train Depot
Bhrigu Path, Mansarovar, Jaipur-302020.

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

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

1. In consideration of Jaipur Metro Rail Corporation Limited, Jaipur (hereinafter called JMRC, Jaipur) having agreed to exempt _____
(here in after called the said Agency from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said Agency of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____
_____ we, (name of the bank) _____
_____ (here in after referred to as “the Bank”) at the request of _____ Agency’s do hereby undertake to pay to JMRC, JAIPUR, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the JMRC, JAIPUR, _____ by reason of any breach by the said Agency’s of any of the terms & conditions contained in the said agreement.
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 would be caused to or suffered by the JMRC, JAIPUR, _____ reason of breach by the said Agency of any of the terms & conditions contained in the said agreement or by reason of the Agency 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 the 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 undertake to pay to JMRC, JAIPUR, _____ any money so demanded notwithstanding any disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Agency 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 Twenty Six 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 been fully paid and its claims satisfied or discharged or till JMRC, JAIPUR, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the JMRC, JAIPUR, _____ that JMRC, JAIPUR, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by JMRC, JAIPUR, _____ against the said Agency and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, and or any omission on part of the JMRC, JAIPUR, _____ or any indulgence by JMRC, JAIPUR, _____ to the said Agency 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 will not be discharged due to the change in the constitution of the Bank or the Agency.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by JMRC, JAIPUR.

Place:

Date:(Signature of the Bank Officer).....

Rubber stamp of the bank.....

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

.....

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

ANNEXURE 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 behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

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 (O&S) 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 endeavor 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.

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

UNDERTAKING

We, M/s_____ (name of the bidder)
hereby declare that we will open our office in Jaipur within 15 days of issuance of the first
purchase order pursuant to the NIB No. JMRC/O&S/TEM/2016-17/NIB/04 for Replacement
of Existing Flurocent and Metal Hallide Lights at Vivek Vihar with Compatible LED Lights.

(Signature of the authorized signatory)