

**Tender Document
For
Procurement of Complete Ladies Cycle**

[Ref. No. Shivira-Sec/Accounts/D-2/28011/2014/

Dtd.24-11-2014]

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring entity/ Procuring entity	Director, Secondary Education Department, Bikaner (Rajasthan)
Date & Time of Pre-bid meeting	9-12-2014 at 3:00 PM
Last Date & Time of Submission of Bid	30-12-2014 at 1:30 PM
Date & Time of Opening of Technical Bid	30-12-2014 at 3:00 PM

Cost of Tender Document: Rs. 1,000 (Rupees One Thousand only)

e-Tender processing fee: Rs. 1000/- (Rupees One Thousand Only)

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Other information:

1. Region: State of Rajasthan
2. Address for correspondence: Director, Secondary Education, Rajasthan, Bikaner
3. Phone no 0151-2522238,2541451
4. Fax:-0151-2201861

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SECTION-(I) ABBREVIATIONS & DEFINITIONS

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bidder	"Bidder" means any (OEM) Original Equipment Manufacturer. Also called offeror or quoter.
BoD	Board of Directors
BSER	Board of Secondary Education, Rajasthan, Ajmer
Business Day	A working day except Rajasthan Government holidays.
CMC	Contract Monitoring Committee
Contract	"The Contract" means a legally enforceable agreement entered into between Procuring Entity and the selected bidder(s) with mutual obligations.
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Supply order till 90 Days.
Day	"Day" means a calendar day as per GoR
Department	Secondary Education Department
EMD	Earnest Money Deposit.
GoR	Govt. of Rajasthan
Goods	"Goods" means Complete Ladies Cycle which the bidder is required to supply to Procuring entity under the Contract.
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LoA	Letter of Acceptance
NIT	Notice Inviting Tender.
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PC	Procurement Committee
PQ	Pre-Qualification
Project Site	"The Project Site", wherever applicable, means the designated place or places.
SD	Security Deposit.
Procuring entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.
RFP	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
School Working Day	See Business Day

Services	"Services" means the services to be delivered by the successful bidder
State Government	Government of Rajasthan.
TIN	Tax Identification Number
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order
Working Day	See Business Day
Defect Liability Period	365 days from the date of actual completion of complete supply as per supply order

SECTION (II): INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1) Director, Secondary Education Department, Bikaner (Rajasthan) invites **sealed single stage two-envelopes unconditional** electronic bid (e-bids) proposals from OEM, who meet the minimum eligibility criteria as specified in this bidding document for **“Supply Of Complete Ladies Bicycle”** as detailed in this RFP document. The tender/ bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.
- 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in> and <http://rajshiksha.gov.in> for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A single-stage two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) Department 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 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
 - a) Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
 - b) e-mail: eproc@rajasthan.gov.in
 - c) Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- 10) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 11) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder(s).
- 12) Department disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal

SECTION-(III) NOTICE INVITING e-TENDER

Director, Secondary Education Department, Bikaner (Rajasthan) invites **sealed single stage two-envelopes unconditional** competitive e-bids from the eligible bidders for “**Supply Of Complete Ladies Bicycle**”. The tender/ bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in. The schedule of dates is as follows:

Nature of the project	Supply Of Complete Ladies Bicycle 20" with adjustable seats 2 inches and 7 ply tyre, tube, frame, fork, mudguard ISI Mark in good condition as per specification
Cost of Tender Document (non-refundable)	Rs. 1,000/- (Rupees One Thousand Only) pay by DD in favour of Director Secondary Education Bikaner payable at Bikaner
Processing Fees (non-refundable)	Rs. 1,000/- (Rupees One Thousand Only) pay by DD in favour of M.D RISL Jaipur payable at Jaipur
Estimated cost of Project	Rs. 7000.00 lacs
Estimated no. of Cycle	268000(nos)
Earnest Money Deposit (EMD) (in Rs. lacs)	Rs.140.00 lacs pay by DD in favour of Director Secondary Education Bikaner payable at Bikaner
Publishing Date & Time	28-11-2014 at 11.30 AM
Document download Start Date & Time	28-11-2014 at 11.30 AM
Date, Time & venue of Pre-bid Meeting	09-12-2014 at 03:00 PM Office of the Director, Secondary Education, Rajasthan, Bikaner (Rajasthan) - 334001
Bid Submission Start Date & Time	28-11-2014 at 11.30 AM
Document download End Date & Time	30-12-2014 at 11:30 PM
Bid Submission End Date & Time	30-12-2014 at 01:30 PM
Submission of Demand Draft/ Banker Cheque of Tender Cost & Processing Fees and Draft/ Banker Cheque for Earnest Money*.	Up to the Date 30-12-2014 at 01.30 PM
Technical Bid Opening Date & Time	30-12-2014 at 03:00 PM
Date & time of opening of Financial bids	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://rajshiksha.gov.in http://eproc.rajasthan.gov.in
Bid & EMD Validity	90 Days from the date of bid submission
* In case any bidder fails to submit the original Demand Draft/ Banker Cheque of Tender Cost & Processing Fees and Draft/ Banker Cheque for Earnest Money up to 3.00 PM on dated 30-12-2014 the Technical Bid of the bidder shall not be opened. For the processing fees the Demand Draft/ Banker Cheque should be of Scheduled Bank drawn in favour of Managing Director, RajCOMP Info Services Limited, Jaipur. All the documents are to be submitted at Office of The Director, Secondary Education, Rajasthan, Bikaner (Rajasthan) - 334001	
Note: The procuring entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids without assigning any reason, at any time prior to contract award, without thereby incurring any liability to the bidders.	

Director
Secondary Education Rajasthan,
Bikaner

SECTION-(IV): SCHEME PROFILE

The scheme of "Distribution Complete Ladies Bicycle" was started to improve Girls Education. Cycle will be distributed to all rural and urban regular Girl students of government schools. For the financial year 2014-15 as per Hon'ble C.M. Budget Speech announcement NO.155

SECTION-(V): ELIGIBILITY CRITERIA FOR TECHNICAL BID

Basic pre-qualification criteria for the Tenderer for participation in the tender process are as under:

Srl	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a OEM.	Certified copy of OEM Certificates.
2	Turnover	The tenderer should have a consolidated average turnover Rs. 50.00 Crores during the last three Assessment year (2011-12, 2012-13 and 2013-14).	Audited Balance Sheets and CA Certificate with CA's Registration Number/ Seal
3	Net Worth	The net worth of the bidder in the last Assessment year should be positive.	CA Certificate with CA's Registration Number/ Seal
4	Project Experience	The tenderer should have registered in manufacturing of cycle last three years.	Copy of registration certificate issued by industry department OR competent authority.
5	Tax registration and clearance	The Bidder should have a registered number of i. VAT/Sales Tax where his business is located ii. Service Tax iii. Income Tax / Pan number. The bidder should have cleared his VAT dues to the State Government of Rajasthan	Copies of relevant registration certificates, and VAT clearance certificate from the CTO of the circle concerned
6	Financial resources	The tenderer should have adequate financial resources or should have sufficient reserves as per the audited financial statement to undertake the contract.	Letter from a financial institution (as unit or groups of same unit) that it is willing to fund this project/ scheme OR Bank statement OR Declaration on tenderer's letterhead (in case tenderer wish to use the internal sources for funds) shall be furnished along with sufficient proofs
7	Manufacturing Capacity	1. Production of 5.00 Lacs Bicycles per annum 2. Production capacity per month	1. Copy of a valid certificate 2. Self declaration on letter head
8	Price & Rate Assurance Certificate	We hereby confirm/declare that the price quoted for the above mentioned Tender by us are not higher than those quoted to any other Central/State Government Department in India in the financial year 2014-15 for the Ladies Bicycles (As per the specifications mentioned in NIB) And also the price quoted will not be lower than our quoted price during the tenure of tender as specified in NIB.	Self declaration.

9	Certification	<p>i. The Bidder must possess a valid ISO 9001:2008 certification, as on date of submission of the bid and a copy of same should be enclosed with the Technical bid.</p> <p>ii. The OEM must be the manufacturer of Complete Ladies Bicycle quoted by the tenderer . The manufacturer of the product (OEM) should be ISO 9001:2000 processes certified for manufacturing. ISO certificates are must for items as mentioned in this RFP.</p>	Copy of a valid certificate. The tenderer should enclose relevant photocopies of the certificates, catalogues, brochures, etc. in support of all the items quoted
10	Blacklisting	<p>A firm is not eligible to participate in this project while under sanction by Education Department, GoR. Similarly, at the time of bidding, the firms black-listed/ debarred in participating in any procurement process undertaken by -</p> <p>i. any Procuring Entity, if debarred by the State Government; and</p> <p>ii. Procuring Entity if debarred by such procuring Entity.</p>	A Self Certified letter as given in the Annexure-7
Other requirement			
11	Make & Model	The tenderer will indicate the exact make & model of it in the technical bid so that their performance eligibility could be assured as per specifications mentioned in this tender. Tenderer would supply only those makes & models which have been accepted during technical evaluation. No other make & model will be supplied which is not quoted or not approved	A self declaration (on Bidder's Letterhead)
12	POA	General Power of attorney / Board of Directors resolution / Deed of Authority executed in favour of person(s) authorized to sign the Bid Document and the contract and all correspondences / document thereof	As required.
13	7 Ply Tyre	ISI MARK	Copy of valid certificate
14	TUBE	ISI MARK	Copy of valid certificate
15	FRAME	ISI MARK	Copy of valid certificate
16	FORK	ISI MARK	Copy of valid certificate
17	MUDGUARD	ISI MARK	Copy of valid certificate

SECTION-(VI): SCOPE OF WORK

The Secondary Education Department, Government of Rajasthan proposed to provide Complete Ladies Bicycles to girls studying in class 9th in Government Secondary/Senior Secondary Schools for financial year 2014-15.

SECTION-(VII): INSTRUCTION TO BIDDERS (ITB) and BIDDING PROCESS

- 1) **Sale of Tender/ Bidding Document-** The complete bidding document would be available on the websites for the period as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the ebids. The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.
- 2) **Clarification of Bidding Document and Pre-Bid Conference-**
 - a) The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications in the specified format as per **Annexure-4**. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the NIT. The Procuring Entity will respond in writing to any request for clarification, within seven days, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids. The Procuring Entity shall forward copies of its response to all Bidders who have acquired/ procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the websites of State Public Procurement Portal and the Procuring Entity.
 - b) The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
 - c) The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre-Bid Conference.
 - d) Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference.
 - e) At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document if required by issuing an addenda which will form part of the Bidding Document.
 - f) Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
 - g) The procuring entity reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- 3) **Amendment of Bidding Document-**

- a) Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the websites of State Public Procurement Portal and the Procuring Entity for prospective bidders to download.
- b) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the websites of State Public Procurement Portal and Procuring Entity.

4) **Documents comprising the Bid-**

- a) A Single stage-Two cover system shall be followed for the bid –

- a. Technical bid b. Financial bid

- b) Technical bid shall include the following documents: -

SNo.	d) Documents Type	e) Document Format
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
Fee Details		
1	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque. In favour of the Director Secondary Education Bikaner Payable at Bikaner.
2	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque. In favour of the M.D RISL Jaipur Payable at Jaipur.
3	EMD	Scanned copy of DD/ Banker's Cheque In favour of the Director Secondary Education Bikaner payable at Bikaner.
Technical Bid Documents		
1	Tender Form	as per Annexure-5
2	Bidder's Authorisation Certificate	as per Annexure-6
3	Self-Declaration – No Blacklisting	as per Annexure-7
4	Certificate of Conformity/ No-Deviation	as per Annexure-8
5	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Bid Documents		
1	Manufacturer's Authorisation Form (MAF) of Complete Ladies Bicycle as required	as per Annexure-9
2	Financial Bid Undertaking	as per Annexure-11
3	Components Offered	as per Annexure-15
4	Compliance Sheet for the supplied items	Compliance sheet as per Annexure 2 from OEM of the product and bidders both on their respective letterheads.
Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on e-procurement website as per the BoQ template.		

- c) Commercial bid shall include the following documents: -

SNo.	Documents Type	Document Format
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1.	Price Bid	As per Annexure-12
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d) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

e) Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

5) **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6) **Language of Bid:** The eBid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in Hindi/English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) **Bid Prices-**

- The price/ financial bid must be specified in the BoQ file available at e-proc and without changing its form and type.
- Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Revision in taxes/ duties including VAT and Service Tax shall be on account of the tenderer.
- All the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). All payments shall be made in Indian Rupees only.
- Prices/ Rates shall be written both in figures and words, as applicable.
- All rates quoted must be FOR Nodel school . The DEO (Sec.I/II) will provide space in boys schools for fitting of bicycles. The rates should include all taxes, duties, excise and other expenses any rates and taxes revision/imposed by the government during the supply period and procuring entity will not pay any cartage or transportation charges.
- Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- The prices quoted by the Bidder in the Financial bid shall conform to the requirements specified therein.
- The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.
- The disaggregation of price components, if required, is solely for the purpose of facilitating the comparison of bids by the procuring entity. This shall not in any way limit the procuring entity's right to contract on any of the terms offered: -
 - For Goods offered from within the country.

- For Related Services whenever such Related Services are specified in the bidding document.

8) Period of Validity of Bids-

- a. Bids shall remain valid for the period as specified in NIT, after the bid submission deadline date prescribed by the procuring entity. A bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive bid.
- b. In exceptional circumstances, prior to the expiration of the bid validity period, the procuring entity may request bidders to extend the period of validity of their Bids. The requests and the responses shall be made in writing. The Bid Security (EMD) shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security i.e. EMD. A Bidder granting the request shall not be required or permitted to modify its Bid.

9) Bid Security or Earnest Money Deposit (EMD)-

- a. Unless otherwise specified in this RFP, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in this RFP.
- b. Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the State Government. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated value of Bid.
- c. The Bid Security may be given in the form of a banker's cheque or bank demand draft of a Scheduled Bank payable at Bikaner (Rajasthan) or deposit through eGRAS.
- d. In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. **For the Bid Securing Declaration the Bidder shall use the form included in Section IV, Bidding Forms.**
- e. Bid Security instrument or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
- f. Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
- g. The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
- h. Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if it is in a different form than specified above. The Procuring Entity shall respond promptly to such a request.
- i. The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder

- j. The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-
- (i) when the Bidder withdraws or modifies his Bid after opening of Bids; or
 - (ii) when the Bidder does not execute the agreement in accordance with terms & conditions laid down in this RFP within the specified time after issue of letter of acceptance/ placement of supply order; or
 - (iii) when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - (iv) when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed;
 - (v) if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules; or
 - (vi) if the Bidder does not accept the correction of its Bid Price
- k. In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
- 10) **Deadline for the submission of Bids-** Bids shall be received at the place and up to the time and date specified in the Notice Inviting Bids or an extension issued thereof.
- 11) **Format and Signing of Bid-**
- a. The bid forms/templates/ annexures etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the authorised person, accompanied with a board resolution, in case of a company/power of attorney as per Annexure-6.
 - b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the bid.
 - c. The bid, duly signed (digitally) by authorised signatory, should be uploaded on the e-proc portal in respective file/ format.
 - d. Bidders must submit their bids online at e-proc portal. Bids received by another other means shall not be accepted.
 - e. If bids are not submitted as per the details mentioned in this bidding document and e-proc website, the procuring entity shall reject the bid.

12) Withdrawal, Substitution and Modification of Bids-

- a) A Bidder may withdraw, substitute or modify its Bid Proposal after it has been submitted by sending a written Withdrawal/ substitutions/ modifications etc. Notice, duly signed by the Bidder or its authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 'Format and Signing of Bid'. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be:
 - (i) submitted in accordance with ITB Clauses 'Format and Signing of Bid' and 'Sealing and Marking of Bids', the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL"; "SUBSTITUTION", or "MODIFICATION" and
 - (ii) received by the Procuring Entity prior to the deadline specified by the Procuring Entity for submission of Bids in accordance with ITB Sub-Clause 'Deadline for Submission of Bids'.

- b) Bid Proposals that are withdrawn in accordance with ITB Sub- Clause 'Withdrawal of Bids' shall be returned unopened to the Bidders.
- c) No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 'Period of Validity of Bids' or any extension thereof.

13) Bid Opening-

- a) The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- b) The procuring entity shall conduct the bid opening at the address, date and time specified in the NIT.
- c) All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at e-Proc website.
- d) All the documents comprising of technical bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidder's who have submitted the prescribed fee(s)).
- e) All the technical bid covers, except the Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the RISL processing fee, tender fee, EMD and any other details as the procuring entity may consider appropriate. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, processing fee or user charges (in case of e-procurement) and Bid Security.
- f) The Procuring entity shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.
- g) The Financial cover will remain unopened and will be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity.
- h) The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
- i) The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding documents, processing fee or user charges and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids opening committee shall also sign the record with date.

14) **Selection method-** The selection method is Least Cost Based Selection (LCBS or L1).

15) **Guiding Principles for Evaluation of Bids-**

- a) The procuring entity shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- b) The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
- c) A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP

d) Deviations, Reservations, or Omissions in Technical or Financial Bids: A responsive bid would be the one that meets the requirements of the bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where: -

- i. "Deviation" is a departure from the requirements specified in the bidding document;
- ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

e) Responsiveness of Technical or Financial Bids:

- i. The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.
- ii. A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that,
 - a. if accepted, would: -
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
 - (ii) limits in any substantial way, inconsistent with the bidding document, the procuring entity's rights or the bidder's obligations under the proposed Contract; or
 - b. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- iii. The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of this RFP have been met without any material deviation or reservation.
- iv. If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

f) Nonmaterial Non-conformities in Technical or Financial Bids: Provided that a bid is substantially responsive, the procuring entity -

- may waive any nonconformity (with recorded reasons) in the bid that does not constitute a material deviation, reservation or omission.

- may request that the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the bid price shall be adjusted during evaluation of financial proposals for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

16) Evaluation of Technical Bids-

- a) The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid including the pre-qualification documents.
- b) Examination of Terms and Conditions of the Technical or Financial Bids:**
 - i. The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the bidding document have been accepted by the Bidder without any material deviation or reservation.
 - ii. The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with 'Documents Comprising the Bid' and Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document, to confirm that all requirements specified in this document and all amendments or changes requested by the Procuring Entity in accordance with 'Amendment of Bidding Document', have been met without any material deviation or reservation.
- c) Technical Evaluation Criteria – Bid shall be evaluated technically based on the documents submitted by the bidder as asked in the clause “Documents comprising the bid”
- d) The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification”, and shall be informed, either in writing or by uploading the details on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids.
- e) The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially nonresponsive and not qualified in accordance with the requirements of the Bidding Document and return their Financial Bids unopened.
- f) The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

17) Evaluation of Financial Bids-

- a) The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
- b) To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this document. No other criteria or methodology shall be permitted.

- c) To evaluate a Financial Bid, the Procuring Entity shall consider the following:
- i. the Bid Price quoted in the Financial Proposal;
 - ii. price adjustment for correction of arithmetical errors in accordance with Clause 'Correction of Arithmetical Errors';
 - iii. price adjustment due to discounts offered, if permitted, in accordance with Clause 'Bid Prices'; and
 - iv. price and/ or purchase preference in accordance with Clause 'Price and/ or Purchase Preference'
 - v. price adjustment due to application of all the evaluation criteria specified in Evaluation and Qualification Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified.
- d) Unless otherwise specified, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
- e) In comparing the rates quoted by firms from outside Rajasthan and those in Rajasthan but not entitled to Price Preference, the element of Rajasthan VAT shall be excluded whereas that of Central Sales Tax shall be included for comparison of rates.
- f) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax / VAT shall be excluded.

18) Clarification of Technical or Financial Bids-

- a) To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing/ email.
- b) Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

19) Correction of Arithmetical Errors in Financial Bid- Provided that the 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.
- iv. 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.

20) Preliminary Examination of Technical or Financial Bids:

- a) The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in 'Documents Comprising the Bid' have been provided, and to determine the completeness of each document submitted.
 - b) The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :
 - (i) Bid is signed, as per the requirements listed in the Bidding documents;
 - (ii) Bid has been upload as per instructions provided in the Bidding documents;
 - (iii) Bid is valid for the period, specified in the Bidding documents;
 - (iv) Bid is accompanied by Bid Security or Bid securing declaration;
 - (v) Bid is unconditional and the Bidder has agreed to give the required performance Security; and
 - (vi) Price Schedules in the Financial Bids are in accordance with RFP Clauses;
 - (vii) written confirmation of authorisation to commit the Bidder;
 - (viii) Manufacturer's Authorisation, if applicable;
 - (ix) Declaration by the Bidder in compliance of Section 7 of the Act;
 - (x) other conditions, as specified in the Bidding documents are fulfilled.
- 21) **Price and/ or Purchase Preference:** Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIT.
- 22) **Comparison of bids:** The procuring entity shall compare all substantially responsive bids to determine the lowest-evaluated bid in accordance with the evaluation criteria given in this RFP.
- 23) **Post qualification of the Bidder:** The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.

24) Negotiations-

- a) Except in case of procurement by method of single source procurement, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-
 - (i) when ring prices have been quoted by the Bidders for the subject matter of procurement; or
 - (ii) when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- c) The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Bid

- evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
- e) Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions
 - f) In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and supply order be awarded to the Bidder who accepts the counter-offer.
 - g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
- 25) **Disqualification:** Procuring entity may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder: -
- i. Has not submitted the bid in accordance with the bidding document.
 - ii. Has submitted bid without submitting the prescribed Tender Fee, RISL Processing Fee, EMD or the Bidder's authorisation certificate/ Power of Attorney.
 - iii. Has imposed other conditions in his bid.
 - iv. During validity of the bid or its extended period, if any, increases his quoted prices.
 - v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - vi. Has failed to provide clarifications related thereto, when sought.
 - vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
 - viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification
- 26) **Acceptance of the successful bid and award of contract-**
- a) The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
 - b) Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
 - c) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
 - d) The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria, and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
 - e) Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
 - f) The issuance of formal letter of acceptance (LOA) may be sent to the successful Bidder. By posted or sent by email (if available) to the address of the successful Bidder given in its Bid.

27) Confidentiality-

- a) Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- b) Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
- c) Notwithstanding above clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
- d) In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28) 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:

- a) A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
 - i. have controlling partners/ shareholders in common; or
 - ii. receive or have received any direct or indirect subsidy from any of them; or
 - iii. have the same legal representative for purposes of this Bid; or
 - iv. 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 this bidding process; or
 - v. the Bidder participates in more than one Bid in this 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
 - vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
 - vii. 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.
- b) The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV of Transparency Act, Bidding Forms.
- c) Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

29) **Procuring entity's Right to accept any bid, and to reject any or all of the Bids:** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without assigning any reasons thereof and without thereby incurring any liability to the bidders.

30) **Procuring entity's Right to Vary Quantities at the time of award-**

a) At the time of award of contract, the quantity of Goods originally specified in the Bidding Documents may be increased, but such increase 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.

b) 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 or compensation except otherwise provided in the Conditions of Contract.

31) **Dividing quantities among more than one Bidder at the time of award -**

I-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, supply order may be split in view of the manufacturing capacity 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. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities as per disclosed in the bidding documents shall not be deemed to be a negotiation.

II-The Purchase Officer May Split the Quantities on the basis of Production Capacity Per Month.

32) **Signing of Contract-**

a) In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of fifteen days from the date on which the LOA is dispatched to the Bidder. Until a formal contract is executed, LOA shall constitute a binding contract.

b) If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall take action against the successful Bidder as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance on the rates of lowest Bidder to the next lowest responsive Bidder.

- c) The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained.

33) Performance Security Deposit (PSD)-

- a) Performance Security shall be solicited from all successful Bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- b) The amount of Performance Security shall be five percent of the amount of the supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees.
- c) Performance Security shall be furnished in one of the following forms-
- i. deposit through eGRAS; or
 - ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or
 - iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or
 - iv. Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in Clause 'Bid Security'; or
 - v. Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance Security furnished in the form of a document mentioned at options (ii) to (v) of Sub-Clause (c) above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including guarantee obligations and operation and / or maintenance and defect liability period, if any.
- e) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder at the rates of the lowest bidder whose offer is substantially

- responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily
- f) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases-
- i. when the Bidder does not execute the agreement in accordance with Clause 'Signing of Contract' within the specified time period; after issue of letter of acceptance/ placement of supply order; or
 - ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
 - iv. when any terms and conditions of the contract is breached; or
 - v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and specified in Clause 36.
- g) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
- 34) **Reservation of Rights:** To take care of unexpected circumstances, procuring entity reserves the rights for the following: -
- a) Extend the closing date for submission of the bid proposals.
 - b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
 - c) Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
 - d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.
 - e) Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
 - f) Seek the advice of external consultants to assist procuring entity in the evaluation or review of proposals.
 - g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
 - h) Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.
- 35) **Monitoring of Contract-**
- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
 - b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.
- g) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

36) Code of Integrity- Any person participating in the 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.

37) Grievance handling during procurement process- Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in **Appendix A** to these ITB.

38) Samples-

- a) When notified by the Procuring entity to the supplier/ bidder for Complete Ladies bicycles, if any, shall be accompanied by two set of samples of the articles bid, where asked for, properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples.
- b) Each sample shall be marked suitably either by writing on the sample or on a slip of durable paper securely fastened to the sample, the name of the Bidder and serial number of the item, of which it is a sample in the Schedule of Supply

- c) Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The Procuring Entity shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The samples shall be collected by the Bidder on the expiry of stipulated period. The Procuring Entity shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Procuring Entity and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the Bidders. The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) The selected bidder shall at its own expense and at no cost to the Procuring entity carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

Appendix A: Procedure of Appeals

1) Filing an appeal-

1st appeal to Secretary, School Education, Rajasthan, Jaipur.

2nd appeal to Principal Secretary, School Education, Rajasthan, Jaipur.

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 Clause 37 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 ITB Clause 7.1 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 lie 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 authorised 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 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(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)

Prayer:

.....

.....

Place

Date

Appellant's Signature

SECTION-(VIII): TERMS AND CONDITIONS OF TENDER & CONTRACT

A. GENERAL CONDITIONS OF CONTRACT (GCC):

- 1) **Definitions-** The following words and expressions shall have the meanings hereby assigned to them-
- a) 'Act.' Means the Rajasthan Transparency in Public Procurement Act., 2012
 - b) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - c) "Contract" means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.
 - d) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - e) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - f) "Day" means calendar day.
 - g) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
 - h) "GCC" mean the General Conditions of Contract
 - i) "Goods" means all of the commodities, raw material, machinery and equipment, documents, guarantees/warrantees and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
 - j) "Procuring Entity" means the Entity purchasing the Goods and Related Services, as specified in the bidding document.
 - k) "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the Supplier under the Contract.
 - l) 'Rules' means the Rajasthan Transparency in Public Procurement Rules ,2012
 - m) "SCC" means the Special Conditions of Contract.
 - n) "Subcontractor" means any natural person, private or government Entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - o) "Supplier" means the natural person, private or government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
 - p) "The Site," where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the bidding document
- 2) **Income Tax and VAT Registration and VAT Clearance Certificate** - No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, Gol and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The VAT Registration

Number should be quoted and a VAT/ Sales Tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the bid is liable to be rejected. The bidder quoting Rajasthan VAT should have valid VAT registration in the state of Rajasthan and he should mention the same VAT registration number in the bid document.

3) Notices-

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

4) Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of India and the State of Rajasthan.

5) Scope of Supply-

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

6) Delivery of Complete Ladies Bicycles -

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the supplier are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the bidding document and/ or contract.
- d) Shifting the place of Installation: The end-user will be free to shift the place of installation within the same city /town/ district/ division. The supplier shall provide all assistance, incl. transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

- 7) **Supplier's/ Selected Bidder's Responsibilities:** The Supplier shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
- 8) **Procuring entity's Responsibilities** - Whenever the supply of goods and related services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring entity shall, if so required by the Supplier, shall make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.
- 9) **Recoveries from Supplier/ Selected Bidder-**
- Recovery of penalty, short supply, breakage, rejected articles shall be made ordinarily from bills.
 - The Purchase Officer shall withhold amount to the extent of penalty, short supply/ installation /deployment, breakage and rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and Security Deposit available with procuring entity.
 - The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to Rajasthan Public Demand Recovery Act or any other law in force.

10) Taxes & Duties-

- For Goods supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- For Goods supplied from within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity.
- If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

11) Liquidated Damages:

- Subject to provisions of GCC Clause 'Force Majeure' and 'Extensions of Time', if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/ or Related Service which the Supplier has failed to supply or complete:-

No.	Condition	LD %
a.	Delay up to one fourth period of the specified period of delivery of procurement	2.5%
b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery of procurement	5.0%
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery of procurement	7.5%
d.	Delay exceeding three fourth of the specified period of delivery of procurement	10.0%

- Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day. The value of Goods and/ or Related Services not received in specified time should be calculated

carefully. The method of calculation for contracts which include multiple items of supply/ service in case individual value of each item is not taken in the Bid should be generally given in the SCC. For turnkey projects in which cost of individual items is not known also, some apportionment formula should be given in the SCC. If not given, the total value of the turnkey project shall become the basis for imposing LD, if due. The maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 'Termination & Disputes'.

- c) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the Supplier along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case balance of recovery is not possible, recourse will be taken under Rajasthan Public Demand Recovery Act or any other law in force.

- 12) **Copyright:** The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials or Related Services, the copyright in such materials or related services shall remain vested in such third party.

13) Subcontracting:

- a) The Supplier shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity. The Supplier shall notify the Procuring Entity in writing of all subcontracts to be awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. The capability details of such subcontractors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether approve it or not, if not initially approved during the evaluation of the bid.
- b) Subcontractors shall comply with the provisions of GCC Clauses 'Code of Integrity' and 'Confidential Information'.

- 14) **Insurance-** Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges will be borne by the supplier and the Procuring Entity will not be required to pay such charges, if incurred.

15) Transportation-

- a) Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the conditions and Incoterms specified in this document
- b) In case of Supply from within India, the Goods shall be supplied FOR locations specified in this document. All transportation charges, local taxes, etc. shall be borne by the Supplier.

16) Rejection-

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

- b) If, however, due to exigencies, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder 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 selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ bidder's/ selected bidder's risk and on his account.

17) Extensions of Time-

- a) If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC 'Delivery' Clause the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.
- b) Except in case of Force Majeure, as provided under GCC, or reasons beyond the control of the Supplier under GCC sub-clause (a) above, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 'Liquidated Damages'.

18) Authenticity of Equipments-

- a) The selected bidder shall certify (as per Annexure-10) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the procuring entity may have inspected and/ or approved the said goods, the procuring entity will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the procuring entity in terms of the contract shall in no way dilute procuring entity's right to reject the same later, if found deficient in terms of the this clause of the contract.

19) Guarantee (defect liability period) Clause -

The Tenderer would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of 1 year from the date of last delivery of the Complete Ladies Bicycles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the Complete Ladies Bicycles, if during the

aforesaid period of 1 year, the Complete Ladies Bicycles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the Complete Ladies Bicycles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the Complete Ladies Bicycles will be at the tenderer's risk and all the provisions relating to the rejection of Complete Ladies Bicycles etc., shall apply, The tenderer shall if so called upon to do, replace the Complete Ladies Bicycles etc. or such portion thereof as rejection by the Purchaser Officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- a) The Supplier guarantee that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- b) Subject to GCC Sub-Clause 'Specifications & Standards', the Supplier further guarantee that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use.
- c) Unless otherwise specified in the SCC, the guarantee shall remain valid for entire project upto completion of defect liability after supply of the Goods and completion the Related Services has been accepted (commencing from the date of acceptance). This guarantee shall cover all items irrespective of the fact whether the tenderer has manufactured these or not. If the project extends for one more year than comprehensive on-site OEM guarantee would also be extended without any financial liability of Department/ GoR.
- d) The Procuring Entity shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- e) Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- f) If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
- g) The bidder shall submit a undertaking (as per Annexure-9) from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive guarantee & support for the prescribed period, etc.
- h) Maintenance: The tenderer shall provision for on-site maintenance services during the entire contract period.

20) Patent Indemnity-

- a) The supplier shall, subject to the Procuring entity's compliance with sub-clause (b) below, indemnify and hold harmless the Procuring entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring entity may suffer as a result of

any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- i. the installation of the Goods by the supplier or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Procuring entity arising out of the matters referred to above, the Procuring entity shall promptly give the supplier a notice thereof, and the supplier may at its own expense and in the Procuring entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier fails to notify the Procuring entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring entity shall be free to conduct the same on its own behalf and at the expenses of the supplier.
- d) The Procuring entity shall, at the supplier's request, afford all available assistance to the supplier in conducting such proceedings or claim, and shall be reimbursed by the supplier for all reasonable expenses incurred in so doing.
- e) The Procuring entity shall indemnify and hold harmless the supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring entity.

21) Limitation of Liability: Except in cases of gross negligence or wilful misconduct:-

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalty to the Procuring entity; and
- b) the aggregate liability of the supplier to the Procuring entity, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring entity with respect to patent infringement.

22) Force Majeure-

- a) The supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier. Such events may include, but not be limited to, acts of the Procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier shall promptly notify the procuring entity in writing of such condition and cause thereof. Unless otherwise directed by procuring entity writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by Force Majeure event.

23) Change Orders and Contract Amendments-

- a) The Procuring entity may at any time order the supplier/ selected bidder through Notice in accordance with clause 'Notices' above, to make changes within the general scope of the Contract in any one or more of the following:
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring entity;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the supplier's receipt of the Procuring entity's change order.
- c) Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- d) 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 25% 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.

24) Termination-

a) Termination for Default-

- i. The procuring entity without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of contract, by notice of default sent to the supplier, may terminate the contract in whole or in part:
 - a. If the supplier fails to deliver any or all quantities of the Goods and/or related services within the period specified in the contract, or any extension thereof granted by procuring entity pursuant to GCC clause 'Extensions of Time'; or
 - b. If the supplier fails to perform any other obligation under the contract.
 - c. If the supplier, in the judgement of the Procuring entity, has breached the Code of Integrity, as defined in GCC, in competing for or in executing the contract.

- ii. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause (i) above, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods and/ or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

b) Termination for Insolvency: Procuring entity may at any time terminate the Contract by giving notice to the supplier if the supplier becomes bankrupt or otherwise declared insolvent. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Procuring Entity.

c) Termination for Convenience-

- i. The Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.
- ii. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- iii. The Goods that are complete and ready for shipment at the time of Supplier's receipt of the Notice of termination may, if required, be accepted by the Procuring Entity at the Contract terms and prices.

25) Dispute Resolution Mechanism -

- a) If any dispute arise out of the contract with regard to the interpretation, meaning and preach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- b) All legal proceedings, if necessary arise to institute may be any of the parties (Government or Contractor) shall have to be lodged in courts situated in Bikaner (Rajasthan) and not elsewhere.

26) Local Conditions-

- a) Each Bidder is expected to fully get acquainted with the local conditions and factors, which may have any effect on the performance of the contract and /or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding documents. The department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the department. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the department, on account of failure of the bidder to know the local laws / conditions.
- d) The bidder is expected to obtain all information that may be necessary for preparing the bid at their own interest and cost

27) General Conditions-

- a) The final acceptance of the tender would be entirely vested with the procuring entity who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There are no obligations on the part of the procuring entity to communicate in any way with the rejected tenderer. After acceptance of the tender by procuring entity the tenderer shall have no right to withdraw his tender or claim higher price.
- b) Tenders with incomplete information are liable for rejection.
- c) For each category of qualification criteria, the documentary evidence is to be produced duly attested by the tenderer, serial numbered and enclosed with the technical bids. If the documentary proof is not enclosed for any/ all criteria the tender is liable for rejection.
- d) If any information given by the tenderer is found to be false/fictitious, the action would be initiated against the tenderer as per Govt. rules.
- e) If GoR/ Department decide to appoint a third party agency for inspection and evaluation to measure the success of the project during the tenure of the project and tenderer need to share all the information and co-operate with third party monitoring /technical agency during the period of contract.

28) Terms of Payment-

- a) The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees.
- b) No advance payment shall be made. The payment will be made by the D.E.O. (Secondary) to the bidder on complete supply of Ladies Bicycles in their district as per specification after duly inspected by district level committee.
- c) The DEO(s) would provide the Income tax deduction certificate and the reasons of other deductions in writing to the tenderer at the time of payment

29) Payment schedule –

- a) The supplier's/ selected bidder's request for payment shall be made to the procuring entity in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) Due Payments shall be made promptly as far as possible within in a month through treasury process by the procuring entity.
- c) All remittance charges will be borne by the supplier/ selected bidder.
- d) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- e) Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective/ prospective quarters.
- f) Taxes (work contract tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

SECTION-(IX)

ANNEXURE-1: BILL OF MATERIAL (BoM) required in each school

As per RFB Supply Of Complete Ladies Bicycle 20" with adjustable seats 2 inches and 7 ply tyre, tube, frame, fork, mudguard ISI Mark in good condition as per specification.

ANNEXURE-2: TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR LADIES BICYCLES

Ladies bicycles of specified size as specified below:- sturdy and confirming to following specifications :-

1 FRAME :-

The frame (curved frame) for bicycle for ladies shall conform to IS:3404:1979 (with up-to-date amendments)

2 FORK (Front) :-

As per relevant IS:2061:1962 (with up-to-date amendments).

3 STEERING HEAD ASSEMBLY :-

The steering handle bar shall be of lever type fitted to the head tube. The steering shall be free to turn through at least 60 degree on either side of the straight head position and shall exhibit no tight spots, stiffness, or slackness in the bearings correctly adjusted and conforming to IS:2973:1983 (with up-to-date amendments).

4 BRAKES :-

Hand operated lever brake system shall be provided.

5 MUDGUARD :-

The mudguards shall be made from CR sheet of not less than 0.45 mm as per relevant IS:6218:1971 (with up-to-date amendments).

6 HUB:-

As per relevant IS:629:1963 (with up-to-date amendments).

7 CHAIN:-

As per relevant IS:627:1961 (with up-to-date amendments).

8 SADDLES (SEAT) :-

As per relevant IS:626:1979 (with up-to-date amendments).

9 PEDALS :-

As per relevant IS:10613:1983 (with up-to-date amendments).

10 STAND :-

Full stand.

11 COLOURS :-

Bicycles to be supplied in Black colour .

12 FREE WHEELS :-

As per relevant IS:1283:1995 (with up-to-date amendments).

13 STEEL TUBES FOR BICYCLE :-

IS:2039 (Part 1 to 3) (with up-to-date amendments).

14 BICYCLE BOTTOM BRACKET ADJUSTABLE BALL CUP(PH TYPE) :-

As per relevant IS:1132:1995 (with up-to-date amendments).

15 BICYCLE BOTTOM AXLE (PH TYPE) :-

As per relevant IS:1131:1986 (with up-to-date amendments).

16 BICYCLE PEDEL ASSEMBLY :-

As per relevant IS:628:1993 (with up-to-date amendments).

17 BICYCLE SPOKES (PLAIN) & NIPPLES FOR SPOKES :-

As per relevant IS:630:1982 (with up-to-date amendments).

18 RUBBER VALVE TUBING FOR CYCLE TUBE VALVES :-

As per relevant IS:5079:1969 (with up-to-date amendments).

19 BICYCLE TUBE VALVES :-

As per relevant IS:532:1979 (with up-to-date amendments).

20 BICYCLE BOTTOM BRACKET LOCK RING (R-TYPE) :-

As per relevant IS:11736:1986 (with up-to-date amendments).

21 BICYCLE BOTTOM BRACKET AXLE (R-TYPE) :-

As per relevant IS:11685:1986 (with up-to-date amendments).

22 BICYCLE BOTTOM BRACKET LOCK RING (PH-TYPE) :-

As per relevant IS:1134 (with up-to-date amendments).

23 COTTER PINS, WASHERS :-

As per relevant IS:1282 (with up-to-date amendments).

24 LOCK :-

As per relevant IS:860 (with up-to-date amendments).

25 RIM TAPES 7 BUCKLES :-

As per relevant IS:960 (with up-to-date amendments).

26 SCREWS THREADS :-

As per relevant IS:2728 (with up-to-date amendments).

27 CHAIN COVER :-

One side chain i.e. full half gear cover (FHGC) shall be provided shielding the upper junction of the chain and chain wheel against the entrapment of clothing or body parts with best quality make.

28 BASKET :-

The overall size of the basket shall be 250X250X250 mm approximately without steel stand with to reinforced 3 mm wire mesh of size 25X50 mm approximately. All the mesh shall be PVC coated.

29 DRESS GUARD :-

Dress guard shall be provided at both sides of therear wheel made of 5 mm and 3 mm rods. All the outer sides shall be made of 5 mm rod. The height of vertical side of the guard shall be 250 to 300 approx and the length of horizontal side be 325 mm to 400 mm. The guard shall be PVC coated.

30 ADDITIONAL FEATURES :-

Apart from above, the bicycle shall be supplied with reflectors, carrier and bell. The bicycle shall be supplied with guarantee for one year against any manufacturing defect. The 7 ply tyres & tubes shall be ISI marked. All the bicycles shall be inspected by t he inspecting agency covering the performance tests as per IS:10613-2004. The tenderer shall also provide any other item/part\that is essential for a complete bicycle and is not mentioned above. Where ever a item is not specified, it should be of standard quality.

31 WEIGHT OF COMPLETE LADIES BICYCLES 20 INCHES WILL BE 20 KGS (MINIMUM) WITHOUT FILLING AIR IN TUBES.

Signature of Tenderer

ANNEXURE-3: The list of Ranges with Districts

1. The list of ranges with districts are as under:

S No.	Range Name	Name of the Districts	Range Office	Contact No.
1.	Ajmer	Ajmer, Tonk, Bhilwara, Nagaur	DD(Sec.), Ajmer	0145-2621991
2.	Bharatpur	Bharatpur, Dholpur, Karauli, Sawaimadhopur	DD(Sec.), Bharatpur	05844-223556
3.	Churu	Churu, Jhunjhunu, Sikar	DD(Sec.), Churu	01562-250439
4.	Jaipur	Jaipur, Alwar, Dausa	DD(Sec.), Jaipur	0141-2706849
5.	Jodhpur	Jodhpur, Jaisalmer, Barmer	DD(Sec.), Jodhpur	0291-2511091
6.	Kota	Kota, Baran, Jhalawar, Bundi	DD(Sec.), Kota	0744-2387225
7.	Udaipur	Udaipur, Rajsamand, Banswara, Dungarpur, Chittorgarh, Pratapgarh	DD(Sec.), Udaipur	0294 -2421621
8	Bikaner	Bikaner, Hanumangarh, SriGanganagar	DD(Sec.), Bikaner	0151-2544098
9	Pali	Pali, Sirohi, Jalore	DD(Sec.), Pali	02932-221077

ANNEXURE-4: PRE-BID QUERIES FORMAT {to be filled by the bidder}

NIT No: Shivira-Sec/Secondary/Accounts/D-2/28011/14

dtd.

Name of the Company/Firm: _____

Tender Fee Receipt No. _____ Dated _____ for Rs. _____/-
f)

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-5: TENDER FORM {to be filled by the bidder}

I. Addressed to:

a.	Name of the procuring entity	Director, Secondary Education Department, Bikaner
b.	Address	As above
c.	Telephone	0151-2522238
d.	Telephone/Fax	0151-2201861
e.	e-Mail	commsecedu@yahoo.com

II. NIT Ref.: **NIT No: Shivira-Sec/Secondary/Accounts/D-2/28011/14** dtd.

III. Other related details: -

1.	Name of Tenderer					
2.	Name & Designation of Authorized Signatory					
3.	Registered Office Address					
	Telephone Nos. / Mobile			Fax:		
	Website			Email		
4.	Rajasthan center (if any)	Address				
		Phone		Fax:		
		Contact Person				
5.	Jaipur center (if any)	Address				
		Phone		Fax:		
		Contact Person				
6.	Year of Establishment					
7.	Nature of the Firm		Public Ltd.	Private Ltd.	Partnership	Proprietary
	Put Tick (√) mark					
8.	Previous Experience in supplying Complete Ladies Bicycle					
9.	Any other details in support of your offer					
<p>Note: Please attach list of offices & centers situated in Rajasthan along with address and phone & Fax numbers. Pls. attach proof in support of details stated above.</p>						

IV. The Cost of Tender amounting to Rs. 1,000/- (Rupees One Thousand) has been deposited vide cash receipt / DD/ Banker's cheque no. _____ dated _____ in favour of the Director, Secondary Education, payable at Bikaner.

- V. The processing fees amounting to Rs. 1,000/- (Rupees One Thousand) has been deposited vide DD/ Banker's cheque no. _____ dated _____ in favour of Managing Director, RISL payable at Jaipur.
- VI. The rates quoted are applicable up to 90 days from the date of opening of technical bid of tender document. This validity can be extended with mutual agreement.
- VII. The Permanent Income Tax No. (PAN) _____ has been submitted.
- VIII. We agree to abide by all the terms and conditions mentioned in this form issued by the Procuring entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

ANNEXURE-6: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT No: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

ANNEXURE-7: DECLARATION by the Bidder –{to be filled by the bidder}

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No. Shivira-Sec/Accounts/D-2/28011/14 Dtd. I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 Rule 2013 and G.F.& A.R., that:

- a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. 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;
- c. 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;
- d. 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;
- e. 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:
Place:

Signature of bidder
Name:
Designation:
Address:

ANNEXURE-8: CERTIFICATE OF CONFORMITY/ NO DEVIATION (to be filled by the bidder)

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

g)

NIT No: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

h)

CERTIFICATE

This is to certify that, the specifications of Supply Of Complete Ladies Bicycle 20" with adjustable seats 2 inches and 7 ply tyre, tube, frame, fork, mudguard ISI Mark which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

i)

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

j)

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

k)

Thanking you,

l)

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-9: MANUFACTURER'S AUTHORIZATION FORM (MAF)

{to be filled by OEMs of item no. 1, 2, 5, seven ply tyre and tube with copy of BIS certificate}

(Indicative Format of MAF)

Date:

NIB No.: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

WHEREAS

We, who are official manufacturers of having factories at do hereby authorise to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

1. Frame
2. Fork
3. Mud Guard
4. Seven ply tyre
5. Tube

We hereby extend our full guarantee in accordance with the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name

In the capacity of:

Signed

Duly authorised to sign the Authorisation for and on behalf of

Tel: Fax: e-mail

Date

ANNEXURE-10: UNDERTAKING ON AUTHENTICITY OF COMPLETE LADIES BICYCLES

{to be filled by the bidder of Complete Ladies Bicycle 20 inches

{(On Rs. 100/- Non-judicial stamp paper)}

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

m)

Reference: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

n)

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____.

o)

We hereby undertake that all the components/ parts/ assembly used in the Complete Ladies Bicycle 20 inches shall be genuine, original and new components /parts/ assembly from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly are being used or shall be used.

In case, we are found not complying with above at the time of delivery of Complete Ladies Bicycle already billed, we agree to take back the bicycles already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD for this bid or debar/ black list us or take suitable action against us.

p)

q)

Authorized Signatory

Name:

Designation:

r)

ANNEXURE-11: FINANCIAL BID Submission Sheet

{on bidders letterhead}

Date:

NIB No.: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document:
- b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Supply, the following Goods and Related Services:
- c) The total Price for our Bid is including all taxes, duties, levies & other charges.
- d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bidding process or execution of the Contract:

Name of Recipient:

Address:

Reason:

Amount:

(If none has been paid or is to be paid, indicate "none.")

- e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- g) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- h) Other comments, if any:

Name/ address:

In the capacity of

Signed

Duly authorised to sign the Bid for and on behalf of

Date:

Tel:

Fax: e-mail:

ANNEXURE-12: PRICE BID (on e-Proc website)

Tender Inviting Authority: Director, Secondary Education Deptt., Bikaner	
Name of Work: Supplying of Complete Ladies Bicycle 20"	
NIT No: Shivira-Sec/Accounts/D-2/28011/14 Dtd.	
Bidder Name:	
PRICE SCHEDULE	

Sl. No	Item Description	Amount (in rupees) (including all taxes, duties, levies & and any other charges) per complete ladies bicycle 20 inches
1	2	3
1	Supply Of Complete Ladies Bicycle 20" with adjustable seats 2 inches and 7 ply tyre, tube, frame, fork, mudguard ISI Mark in good condition as per specificaion	

ANNEXURE-13: DRAFT PERFORMANCE BANK GUARANTEE

{to be submitted by the bidder's bank}

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch in Rajasthan)

(Payable at par at respective Range HQ)

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

1. In consideration of the Directorate of Secondary Education, Bikaner (hereinafter called "Department") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the Department through Director Secondary Education, Rajasthan, Bikaner and (Contractor) for the supply of Complete Ladies Bicycles work (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the Department an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Department. Any such demand made on the bank by the Department shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Department and We..... (Indicate the name of Bank), bound ourselves with all directions given by Department regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Contractor(s) and to forbear or enforce any of the terms and 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 Contractor(s) or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Department in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Department. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the Department to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Department may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Bikaner. We undertake that this Bank Guarantee shall be payable at any of its branch at Bikaner. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor 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 for the power of attorney issued by the bank.
12. The Bank guarantee shall remain valid upto sixty days beyond completion of the contract period.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature
(Name & Designation)
Bank's Seal

The above performance Guarantee is accepted by the Director, Secondary Education, Rajasthan Bikaner

Signature
(Name & Designation)

ANNEXURE-14: DRAFT AGREEMENT FORMAT

{to be signed by selected bidder and procuring entity}

1. An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the successful tenderer", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Government or the State of Rajasthan (hereinafter called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the successful tenderer has agreed with the Government to supply of Complete Ladies Bicycle in the manner set forth in the terms & conditions of the bidding document appended herewith and at the rates set forth in the said **annexure-12**.
3. And whereas the successful tenderer has deposited a sum of Rs. _____ (Rupees _____) through the Bank Guarantee no. _____ dated _____ (Name of bank with branch: _____).
4. Now these Presents witness:
 - a. In consideration of the payment to be made by the District Education Officer (Secondary-I/II) through cheque/ DD at the rate set forth in the annexure hereto appended the successful tenderer will supply of Complete Ladies Bicycle effective way and thereof in the manner set forth in the condition of the tender and contract.
 - b. The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the open tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice NIT No: Shivira-Sec/Accounts/D-2/28011/14 Dtd. and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - c. The Letter of Intent Shivira-Sec/Accounts/D-2/28011/14 Dtd. issued by the Government and appended to this agreement shall also form part of this agreement.
 - d. In consideration of the payment to be made by the concerned District Education Officer (Secondary-I/II) in accordance with the directions mentioned in the tender document on submission of bills in proper form by the tenderer.
 - e. The tenderer will not be entitled for the start of first payment for the entire district unless the tenderer has supply of Complete Ladies Bicycle as mentioned in this RFP.
5. Penalties and termination due to non-fulfillment of contract and other, if any, shall be as per terms & conditions of the tender document.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the State Level High Empowered Committee and the decision of this committee shall be final.

In witness whereof the parties hereto have set their hands on the _____ day of _____ (Year).

Signature of the successful
tenderer

Director,
Secondary Education Rajasthan,
Bikaner

Designation:

Signature

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

ANNEXURE-15: COMPONENTS OFFERED – BoM
{ to be submitted by the bidder }

NIT No: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

Please submit test report/certificated from any BIS recognised lab covering the performance test as per relevant IS10613(2004) and BIS certificates of frame, fork, mud guard, seven ply tyre and tube.

ANNEXURE-16: Technical Bid Submission Sheet

NIB No.: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

Alternative No., if permitted:

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Document, including Addenda No.:

We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Supply, the following Goods and Related Services:

- b) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5 percent of the Contract Price or Performance Security Declaration for the due performance of the Contract;
- d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
- e) We are not participating, as Bidders, in more than one Bid in this bidding process in the Bidding Document;
- f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
- g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
- j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and GF&AR and this Bidding Document in this procurement process and in execution of the Contract;
- k) Other comments, if any:

Name/ address:
In the capacity of
Signed

Duly authorised to sign the Bid for and on behalf of

Date

Tel: Fax: e-mail:

ANNEXURE-17: Bid Security

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert Name and Address of Procuring Entity]*

Date: *[insert date]*

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") has submitted to you its bid dated ***[insert date]*** (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Notice Inviting Tender No. ***[insert NIT number]*** ("the NIT").

Name

In the capacity of

Signed

Duly authorized to sign the Bid Security for and on behalf of

Date

Bank's Seal

ANNEXURE-18: Bid Securing Declaration

Form of Bid-Securing Declaration

Date: ***[insert date (as day, month and year)]***

Notice Inviting Bids No.: Shivira-Sec/Accounts/D-2/28011/14 Dtd.

To,
The Director,
Secondary Education, Rajasthan,
Bikaner (Rajasthan)

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the Bid Securing Declaration is to be executed.]* starting on the date that we receive a notification from the **Procuring Entity** that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - (i) fail or refuse to execute the Contract Form, if required,
 - (ii) fail or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- c) have not accepted the correction of errors in accordance with the ITB, or
- d) have breached a provision of the Code of Integrity specified in ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: ***[insert signature of person whose name and capacity are shown]***

In the capacity of:

[insert legal capacity of person signing the Bid-Securing Declaration]

Name:

[insert complete name of person signing the Bid-Securing Declaration]

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

[insert complete name of Bidder]

Dated on day of , ***[insert date of signing]***

Corporate Seal