

GOVERNMENT OF RAJASTHAN

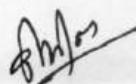
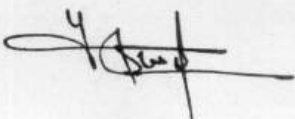
**DISASTER MANAGEMENT,
RELIEF & CIVIL DEFENCE DEPARTMENT**

REQUEST FOR PROPOSAL

FOR

**SUPPLY, DELIVERY, COMMISSIONING AND RELATED
SERVICES OF 12650 EMERGENCY RESPONDER KIT(ERK)
UNDER YUVA AAPDA MITRA SCHEME**

JUNE, 2023

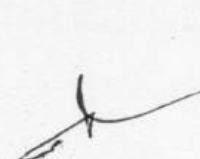
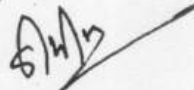
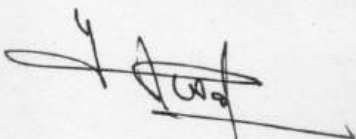


Single Stage - Two Envelope Bid

Table of Contents

Contents

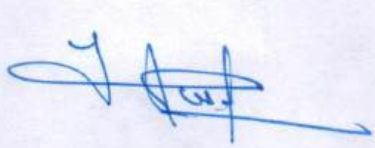
Abbreviations.....	3
VOLUME I - Bidding Procedure	4
Notice Inviting Bids (NIB)	5
SECTION I: Instructions to Bidders.....	9
Section II: Bid Data Sheet.....	37
Section III: Evaluation and Qualification Criteria.....	44
Section IV: Bidding Forms	51
Section V: Schedule of Supply	77
Section VI A: General Conditions of Contract	86
Section VI B: Special Conditions of Contract	117
Section VI C: Contract Forms.....	120

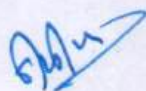


Abbreviations

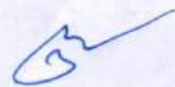
BDS - Bid Data Sheet
BDF - Bidding Forms
BOQ - Bill of Quantities
BIS - Bureau of Indian Standard
CCC - Current Contract Commitments
DSC - Digital Signature Certificate
DMR&CD - Disaster Management Relief and Civil Defence Department
eGRAS - Online Government Receipts Accounting System
ERK - Emergency Responder Kits
EQC - Evaluation and Qualification Criteria
FDR - Fixed Deposit Receipt
GCC - General Conditions of Contract
GST - Goods and Service Tax
GSTIN - Goods and Service Tax Identification Number
ITB - Instructions to Bidders
LBSM - Lowest Bid Selection Method
LoA - Letter of Acceptance
MSME - Micro, Small and Medium Enterprise
MoU - Memorandum of Understanding
NIB - Notice Inviting Bids
NSIC - National Small-Scale Industries Corporation
O&M - Operating and Maintenance
PAN - Permanent Account Number
RTPP Act - Rajasthan Transparency in Public Procurement Act
RTPP Rule - Rajasthan Transparency in Public Procurement Rule
SoS - Schedule of Supply
SCC - Special Conditions of Contract
MSBD - Model Suggestive Bidding Document
SPFC - State Procurement Facilitation Cell

VOLUME I - Bidding Procedure

 2/6







Government of Rajasthan
Disaster Management, Relief & Civil Defence Department
Food Building, Ground Floor, Secretariat, Rajasthan, Jaipur

Tel No.: +91 141 2227084

Fax No.:

web site : www.dmrelief.rajasthan.gov.in

F.No. F8(09)DMRD/TRAINING/YAMS(NDMA)/2024/

Date :

Notice Inviting Bids (NIB)

Single stage two envelopes unconditional online bids are invited on behalf of Governor of Rajasthan by Assistant Secretary, DMR&CD from eligible bidders for procurement of **Emergency Responder Kit (ERK)** for Disaster rescue use as under:

NIB/

File Number

Date.....

Bid Details-

#	Particulars	Quantity and Unit	Price of Bid Document	Processing fees or user charges	Reserve for MSME	Bid Security		
						Regular	SSI Raj.	Sick Ind.
1	DMR&CD Emergency Responder Kits (ERK)	12650	INR 1000/-	INR 2500/-	NO	INR 25,30,000.	INR 6,32,500	INR 12,65,000
	Total	12650				INR 25,30,000.	INR 6,32,500	INR 12,65,000

1. Bid dates (other details provided in Instruction to Bidders)	Bid publishing	13/07/2026
	Document Download/Sale Start Date	13/07/2026
	Pre-Bid Meeting Date	20/07/2026 At 3.00 pm
	Bid Submission Start Date	24/07/2026
	Bid (Techno-commercial and Financial) Submission Closing Date and Time	04/08/2026 At 3.00 pm
	Bid (Techno-commercial) opening Date and Time	04/08/2026 At 3.30 pm
	Financial Bid opening Date and Time	To be informed later on

2.	Payment to be made upon submission of bid	- Bid doc fee INR 1000/- in favour of Assistant Secretary, DMR&CD, Raj. Jaipur payable at Jaipur. - RISL processing fee Rs. 2500/- in favour of MD, RISL - Bid security (if submitted through eGRAS) INR 25,30,000/- in favour of Assistant Secretary, DMR&CD, Raj. payable at Jaipur. All the three payments can be made on single challan through eGRAS and should be submitted along with the bid. It can also be submitted through cash, a banker's cheque or demand draft as per Rule 42(6) and Rule 45 (2) of RTPP Rules.
3.	Opening of Bids	Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bids shall be opened on the date and time as specified. However, if opening date happens to be a holiday, then the bid will be opened on the next working day.
4.	Bid Security	- Bid Securing Declaration (where applicable) on INR 500/- value of non-judicial stamp paper - Or - Bid Security @ 2% amounting to INR 25,30,000 - only for regular supplier or @ 0.5% amounting to INR 6,32,500 only for SSI or @ 1% amounting to Rs INR 12,65,000 only for Sick Industries Payable via deposit on single challan through eGRAS/ along with bid document cost and processing fees or user fees/ or through Cash/Demand Draft/ Banker's Cheque/ If submitted through Bank Guarantee, it should be from Scheduled Bank of India and shall be submitted with a validity of 30 days beyond the original or extended validity period of the bid as per Rule 42(6) of RTPP Rules. Any bid not secured by BID SECURITY as specified above will be rejected as non-qualified and will be returned to the bidder. Upon the successful bidder furnishing the signed agreement and performance security, each unsuccessful bidder will be promptly notified and their bid security be returned without interest within 30 (thirty) days of notice of award of contract.
5.	Procurement Method	Single Stage – Two Envelope National Open Competitive Bidding for Fixed Quantity Contract
6.	Scope of Bid	In support of the Invitation to Bid for National Open Competitive Bidding the Procuring Entity, Assistant Secretary, Disaster Management, Relief & Civil Defence Department, Room No. – 7006, Ground Floor, Food Building, Secretariat Jaipur, issues this Biddings Document for purchase of Fixed Quantity of Goods
7.	Bid Evaluation Method	Lowest Priced Bid Method
8.	Bidding Mechanism	Bidding will be conducted via e-procurement portal.

9.	Detailed Bid available on	- State Public Procurement Portal (SPPP)- https://sppp.rajasthan.gov.in/ - e-procurement portal- https://eproc.rajasthan.gov.in/ - Detailed BOQ in MS Excel is made available. - Department website www.dmrelief.rajasthan.gov.in
10	Key Notes	- No conditional or partial or incomplete bid shall be accepted. - Price of bid document and processing fee or user charges once submitted shall not be refunded. - Proof of payment of price of bid document, processing fees or user fees, bid security submitted via eGRAS or Demand Draft or Banker's Cheque or bid security through Bank Guarantee original cop should be submitted to Procuring Entity at AS, DMR&CD, Room No. – 7006, Ground Floor, Food Building, Secretariat Jaipur before bid (Technical and Financial) submission closing date and time. - Bids shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) before 15:00 Hrs and 04-10-2026 by following the procedure for submission of bids including payment of price of bid document, processing fees or user charges, bid security, etc. as provided on the e-Procurement Portal, https://eproc.rajasthan.gov.in. - The Procuring Entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids. - The bidders are required to submit: - Proof of payment (soft copy) towards the Price of Bid Document, processing fees/ user charges or bid security amount through single challan through eGRAS or through Demand Draft/ Banker's Cheque to be submitted along with bid. - The original copy of deposit of eGRAS, bank demand draft, banker's cheque or original bid security in approved form to Assistant Secretary, DMR&CD, Room No: 7006, Ground Floor, Food Building, Secretariat, Jaipur 302005 before the opening of the Bid (Technical and Financial) submission closing date and time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents will be opened publicly before the online bid opening. g) The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing any, or all bids as per Rule 72 of RTTP Rules.

(Mahesh Chandra Maan)

Assistant Secretary

Disaster Management Relief & Civil Defence Department
Room No. – 7006, Ground Floor, Food Building, Secretariat Jaipur

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Government of Rajasthan
Disaster Management, Relief & Civil Defence Department
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Tel No.: +91 141 2227084

Fax No.:

web site : www.dmrelief.rajasthan.gov.in

F.No. F8(09)DMRD/TRAINING/YAMS(NDMA)/2024/

Date :

Notice Inviting Bids (NIB)

Bids for supply, delivery, commissioning and related services of **Emergency Responder Kit (ERK)** are invited from interested bidders up to 04.10.2024

Other particulars of the bid may be visited on the State Public Procurement Portal <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in> and <https://dmrelief.rajasthan.gov.in> Department website. The value of procurement is Rs. 12.65 Cr.

UBN :

Assistant Secretary

Date :

F.No. F8(09)DMRD/TRAINING/YAMS(NDMA)/2024/

Copy to Following for information:-

1. SA to Hon'ble Minister, DMR&CD, GoR
2. PS to ACS, DMR&CD, GoR
3. PS to Special Secretary, DMR&CD, GoR
4. DS, DMR&CD, GoR
5. FA, DMR&CD
6. DIPR for publication of NIB in one leading regional daily newspaper, one state level leading daily newspaper having circulation of 50,000 copies or more and one all India level daily English Newspaper with wide circulation.
7. Notice Board.....

Assistant Secretary

SECTION I: Instructions to Bidders

Important Instruction: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "The Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. The Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

The Procuring Entity should ensure that all the changes made in the RTPP Act & Rules by the State Government post issuance of this MSBD are appropriately incorporated in this MSBD.

1. General

#	Clause	Sub-Clause
1.1.	Scope of Bid	1.1.1. In support of the Invitation to Bid with Number as indicated in the Bid Data Sheet for National/ International Bidding as indicated in the Bid Data Sheet (BDS) , the Procuring Entity, as indicated in the BDS , issues this Bidding Document for Fixed Quantity or Rate Contract. Rate Contract will be for period as specified in BDS for the Supply and Installation Services incidental thereto as specified in Section V [Schedule of Supply (SoS)] . The extendable duration is also mentioned in the BDS . In rate contract there will be no commitment of quantity during the duration of rate contract and may be placed on single or multiple firms. The name, identification and number of item/package of this Bid are specified in the BDS
		1.1.2. Throughout this Bidding Document: i. the term " in writing " means communicated in written form through letter, fax, e-mail, distributed or received via e-procurement system used by the Procuring Entity etc. with proof of receipt. ii. and " Day " means calendar day.
	Definition	1.1.3. As per Rule 2 (iv) of RTPP Rules "International Competitive Bidding" means a bidding process in which qualified bidders from all over the world, except those having nationality of a country declared ineligible by the Central Government, are allowed to participate. As per Rule 2 (v) of RTPP Rules "National Competitive Bidding" means a bidding process in which qualified bidders only from within India are allowed to participate As per Section 2 (xviii) of RTPP Act "rate contract" means an agreement between a procuring entity and one or more bidders which specifies the terms and conditions including the price, for the supply of a subject matter of procurement required on a recurring basis.

#	Clause		Sub-Clause
1.2.	Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest	1.2.1.	Bidder to ensure compliance with RTPP ACT & Rules, primarily following- i. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules ii. 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 Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules. iii. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.
1.3.	Eligible Bidders	1.3.1.	i. A Bidder may be a natural person, private Entity, government-owned Entity or, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], if allowed in BDS. ii. The provisions for JV are specified in Appendix A2 of this bid document. In the case of a Joint Venture the bidder should ensure the compliance with Rule 39 of RTPP Rules which states that in case of Joint Venture: a) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable b) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company / firm or otherwise all the parties to Joint Venture shall sign the Agreement. iii. Each Bidder (either individually or as a JV member or as a group of holding company) shall submit only one Bid. Multiple bids submitted by a bidder shall be summarily rejected. iv. A Bidder debarred under Section 46 of RTPP Act by Rajasthan Government shall not be eligible to participate in any procurement process undertaken by: a) any Procuring Entity, if debarred by the State Government; and b) a Procuring Entity if debarred by such procuring Entity. v. A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or a country not declared ineligible by Government of India (https://www.mea.gov.in/india-and-the-united-nations.htm). A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated and operates in

#	Clause		Sub-Clause
			conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed s or suppliers for any part of the Contract including related services. vi. The bidders belonging to or with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.
		1.3.2.	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.3.3.	In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empaneled, or registered Bidders.
1.4.	Eligible Supply and Installation Services	1.4.1.	All Supply and Installation Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.
		1.4.2.	For purposes of this Clause, the term " Supply " means "goods" as per Section 2 (vii) of RTPP Act "goods" includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
		1.4.3.	" Origin " means the place where the Plant/ Machinery & Equipment/ Materials and component parts thereof are mined, grown, produced or manufactured, and from where the services are provided. Plant/ Machinery & Equipment components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.
		1.4.4.	Bidder/Vendor for Supply of finished Goods has to comply with Government of Rajasthan as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.

#	Clause		Sub-Clause
		1.4.5.	The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.
1.5.	Sections of the Bidding Document	1.5.1.	The Bidding Document consists of Volume 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 1.7 [Changes to Bidding Document]. Notice Inviting Bids Volume 1: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms Volume 2: Schedule of Supply Section V. Schedule of Supply, installation/ commissioning, Mandatory operation and maintenance, training, specifications/ conformance to standards, designs and drawings etc. Volume 3: Contract Section VI A. General Conditions of Contract [GCC] Section VI B. Special Conditions of Contract [SCC] Section VI C. Contract Forms Clarification to bid document/Addenda to bid document if any.
		1.5.2.	The complete bidding document is made available for downloading from the website of State Public Procurement Portal State Public Procurement Portal (SPPP) - https://sppp.rajasthan.gov.in/ , e-procurement portal- https://eproc.rajasthan.gov.in/ , - and Department website as mentioned in BDS.
		1.5.3.	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda if they were not downloaded correctly from the State Public Procurement Portal/ Procuring Entity's website.
1.6.	Clarification of Bidding Document and Pre-Bid Conference	1.6.1.	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Supply and Installation Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity in writing within the time limit as specified in the BDS and get clarifications as allowed as per Section 22 (i), (ii), (iii) of RTPP Act .

#	Clause		Sub-Clause
			The Procuring Entity shall also place on the websites of State Public Procurement Portal and should the Procuring Entity deem it necessary to change the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 1.7 [Change to Bidding Document] .
		1.6.2.	The Bidder is advised to visit and examine the site where the Supply is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering a Contract for the provision of Supply and Installation Services. The costs of visiting the site shall be at the Bidder's own expense.
		1.6.3.	The Bidder and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Procuring Entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
		1.6.4.	The Bidder or his authorized representative is invited to attend the Pre-Bid Conference, if provided for in the BDS . 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.
		1.6.5.	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 as per Section 22 (iv) of RTPP Act along with the clarification as per ITB 1.6.1 [Clarification of Bidding Document and Pre-Bid Conference] not later than number of days before opening date as specified in BDS . Any modification to the Bidding Document that may become necessary because of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.
		1.6.6.	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
1.7.	Changes of Bidding Document	1.7.1.	Any addendum/corrigendum with changes to the bidding document issued in accordance with provisions of section 23 of RTPP ACT, shall be part of the Bidding Document. It will be uploaded on the website of State Public Procurement Portal and e-procurement portal for prospective bidders to download. Bidders shall be responsible to download and refer such addendum/ corrigendum, issued if any, before submitting the Bid.

#	Clause		Sub-Clause
		1.7.2.	As per Section 23 of RTPP Act , to give prospective Bidders reasonable time in which to take an clarification to bid document/addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.3 [Deadline for Submission of Bids] , as per timelines specified in bid cycle of outer time frame for various procurement method by one stage bidding (S. No. 2) Rule 40 of the RTPP Rules .
1.8.	Key Timelines	1.8.1.	Following will be specified in the BDS Bid Publishing Date- DD/MM/YYYY Document Download / Sale Start Date - DD/MM/YYYY Seek Clarification Start Date - DD/MM/YYYY Seek Clarification End Date - DD/MM/YYYY Pre-Bid Meeting Date - DD/MM/YYYY Bid submission start Date - DD/MM/YYYY Bid (Techno-commercial & Financial) Submission Closing Date and Time - DD/MM/YYYY at HH:MM: YYYY Bid (Techno-commercial) opening Date and Time – DD/MM/YYYY at HH:MM: YYYY

2. Preparation of Bids

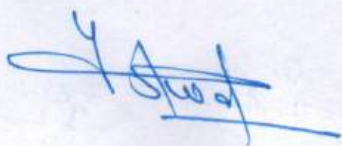
#	Clause		Sub-Clause
2.1.	Cost of Bidding	2.1.1.	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#	Clause		Sub-Clause
		2.1.2.	The prospective bidders who have downloaded the Bidding Document from the website will have to pay its price of the bidding document as well as Tender Fees and Processing fees as prescribed in the BDS while uploading the filled-up Bidding Document on e-procurement gateway. The bid document fee and processing fee can be paid by cash, bank demand draft, banker's cheque of a scheduled bank, or through single challan through eGRAS unless the procurement is reserved for any specific category of Bidders. The details i.e., soft copy of the challan of these payments shall be submitted electronically through State e-Procurement Portal along with the Bid. The original copy of deposit of cash, bank demand draft, banker's cheque or bank guarantee of a scheduled bank shall be submitted in physical form at the address of the Procurement Entity as per ITB 1.1.1 latest by Bid (Techno-commercial) submission closing date and time as per ITB 1.8.1.
2.2.	Language of Bid	2.2.1.	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
2.3.	Documents Comprising the Bid	2.3.1.	The Bid shall comprise number of covers as specified in BDS submitted simultaneously, as follows- (i) First cover comprises of Techno-commercial Bid (in PDF File) shall comprise of the documents as provided in Section IV: Bidding Forms without any alteration, unless otherwise indicated in the BDS and the scanned copies shall be uploaded on the e-procurement portal, and Any other documents besides standard Bidding Forms which are required to be submitted will be as specified in BDS, (ii) Second cover comprises of Financial Bid (in MS-Excel File) shall comprise of the documents (BOQ) as specified in BDS and provided in Section IV: Bidding Forms.
		2.3.2.	The Techno-commercial Part shall not include any financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Techno-commercial Part the Bid shall be declared non-responsive.

#	Clause		Sub-Clause
2.4.	Bid Prices	2.4.1.	Bidders shall quote for the entire Supply and Installation Services on a "single responsibility" basis which means that the Supplier will be the single point responsibility for the Procuring Entity. The total bid price shall include all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement (if any), delivery, construction, installation, and completion of the Supply. This includes all requirements under the Supplier's responsibilities for testing, pre-commissioning, and commissioning of the Supply and, where so required by the bidding document, the acquisition of all permits, approvals, and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the BDS, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Procuring Entity when executed and shall be deemed to be covered by the prices for other items.
		2.4.2.	Bidders shall give a breakdown of the prices in the manner and detail called for in the BOQ (Excel File) attached with the Bidding document. Depending on the scope of the Contract, the Price Schedules may comprise up to the seven (7) schedules listed below. Separate numbered Schedules included in Section IV- Bidding Forms, from those numbered 1 to 7 as mentioned below, shall be used for each of the elements of the Supply and Installation Services. Following are the important points for these Schedules: Schedule No. 1: Supply (including Mandatory Spare Parts/Consumables) Supplied from within the Procuring Entity's Country. [Mandatory spare parts or consumables are those which is required for day-to-day operation of the Supply/Goods and should be included in the cost of Supply/Goods. It includes cost of transportation (GCC 6.5), sample test and inspection GCC 6.7, packing (GCC 6.8), and insurance (GCC 8.4). It excludes material used for civil, building, and other construction works.] Schedule No. 2: Supply (including Mandatory Spare Parts/Consumables) Supplied from Abroad. [Mandatory spare parts or consumables are those which is required for day-to-day operation of the Supply/Goods and should be included in the cost of Supply/Goods. It includes cost of transportation (GCC 6.5), sample test and inspection GCC 6.7, packing (GCC 6.8), and insurance (GCC 8.4). It excludes material used for civil, building, and other construction works.] (Optional to be used in ICB) Schedule No. 3: Design Services (optional) [This schedule is to be used in case along with supplies design for installation/supply or goods etc. are required to be undertaken.]

#	Clause	Sub-Clause
		Schedule No. 4: Installation Services (Cost of material and work used for civil, building, and other construction activities (Procurement GCC 6.4, Installation, Erection, Training and Commissioning GCC 6.6, Defect liability GCC 7.3, Care of facility GCC 8.2, Loss of or damage to property; accident or injury to workers; indemnifications GCC 8.3.) Schedule No. 5: Recurrent Costs during and beyond Warranty Period if applicable. (Cost for extended warranty (Annual Maintenance Contract/Comprehensive Maintenance Contract Functional guarantee GCC 7.4) if required by PE else optional and/or cost of consumables if required by PE else optional.) [Please refer to user guide for further guidance] Schedule No. 6: Grand Summary (Schedule Nos.1 to 5) (Required to determine the total cost of Bid) Schedule No. 7: Recommended Spare Parts (Supplier agrees to supply these spare parts which may be required for operation of Supply/Goods. Rates of such spare parts although taken along with Bid but the cost is not included in the total price). However, the identity, specifications, and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the PE and the Supplier, and the price of such spare parts shall be that given in Price Schedule No. 7, which shall be added to the Contract Price.)
		2.4.3. In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows: (a) Supply manufactured within the Procuring Entity's Country (Schedule No. 1): i. The price of the Supply shall be quoted on an EXW Incoterm basis as per BOQ (Excel file) in case of manufacturer and for previously imported supplies ex-warehouse/ex showroom. ii. Customs duty and other charges like port handling charges already paid for imported items to be indicated in BOQ. iii. No cartage or transportation charges will be paid by Procuring Entity and the delivery (including unloading and stacking etc.) of the Supply shall be given at the designated premises of the Procuring Entity. The cost of cartage and transportation charges (including unloading and stacking) will have to be indicated in BOQ. iv. Goods and Service Tax and all other taxes payable in the Procuring Entity's Country on the Supply if the contract is awarded to the Bidder to be indicated in the BOQ. v. The unit and total price of the goods on DDP (Delivery Duty Paid) must

#	Clause	Sub-Clause
		be indicated in BOQ (Excel file) – Consignee Location/ Destination as specified in BDS. (b) Supply/Goods to be supplied from abroad (Schedule No. 2) (Optional): i. the price of the Supply quoted CIF (Cost Insurance and Freight) (named port of destination), or CIP (Carriage and Insurance Paid to) (border point), in India in BOQ (excel sheet), as specified in the BDS. ii. Customs duty and other charges like port handling charges applicable on the imported items to be indicated in BOQ. iii. No cartage or transportation charges will be paid by Procuring Entity and the delivery (including unloading and stacking etc.) of the Supply shall be given at the designated premises of the Procuring Entity. The cost of cartage and transportation charges (including unloading and stacking) will have to be indicated in BOQ. iv. Goods and Service Tax and all other taxes payable in the Procuring Entity's Country on the Supply and Installation if the contract is awarded to the Bidder to be indicated in the BOQ. v. the unit and total price of the goods on DDP (Delivery Duty Paid) – Consignee Location/ Destination as per ITB 2.4.3 (a) v. (c) Design Services (Optional) (Schedule No. 3) in BOQ (excel sheet). (d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as specified in the BDS, insurance and other services incidental to delivery of the Supply, all labour, Supplier's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the bidding document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Procuring Entity's Country in BOQ (excel sheet). [It includes Procurement GCC 6.4, Installation GCC 6.6, Defect liability GCC 7.3, Care of facility GCC 8.2, Loss of or damage to property; accident or injury to workers; indemnifications GCC 8.3]; (e) Prices for Recurrent Costs beyond the scope of Warranty services if required by PE else optional (Schedule No. 5) to be incurred during the Warranty Period and beyond warranty period, shall be quoted as service prices on the Price Schedule for Recurrent Costs. Recurrent costs are all-inclusive of the cost's necessary items such as spare parts/consumables, Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) if required by PE else optional, needed for the continued



2A

18







#	Clause		Sub-Clause
			and proper operation of the Supply and Services in BOQ (excel sheet) [It includes cost for Functional Guarantee GCC 7.4]. (f) Grand Summary (Schedule No. 1 to 5) in BOQ (excel sheet) (g) Recommended spare parts shall be quoted separately (Schedule No. 7) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts in BOQ (excel sheet).
		2.4.4.	All items in the Schedule of Supply must be specified/ listed and priced separately in the Financial Schedules. If a Financial Schedule shows items specified/ listed but not priced, these may be marked as Not Quoted.
		2.4.5.	The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid.
		2.4.6.	Prices proposed in the BOQ (excel sheet) for Supply and Installation Services, is disaggregated. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity.
		2.4.7.	This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered.
		2.4.8.	Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS . A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 6.1 [Preliminary Examination] . However, if in accordance with the BDS , prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
		2.4.9.	In Case of International Competitive Bidding, the terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms 2020 or published by The International Chamber of Commerce, on the date of the Invitation for Bids or as specified in the BDS .
2.5.	Currencies of Bid.	2.5.1.	The currency of the Bid and the currency of payments shall be the Indian Rupees up to two decimal places in case of National Competitive Bidding.
		2.5.2.	The currency of International Bid and the currency of payments, other than the Indian Rupees, shall be as specified in BDS .
2.6.	Documents Establishing the Eligibility of the Bidder	2.6.1.	To establish their eligibility in accordance with ITB Clause 1.3 [Eligible Bidders] , Bidders shall submit all the necessary documents and complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV- Bidding Forms .

#	Clause		Sub-Clause
2.7.	Documents Establishing the Eligibility of the Supply and Installation Services	2.7.1.	To establish the eligibility of the Supply and Installation Services to the Bid Document, the Bidder shall furnish as a part of documentary evidence that the supply and Installation conform to the requirement specified in Section V- Schedule of Supply, in accordance with ITB Clause 1.4 [Eligible Supply and Installation Services] . Bidders shall complete the country-of-origin declarations included in Section IV- Bidding Forms and in the price declaration Forms.
2.8.	Documents, Tests, Samples and Trials Establishing the Conformity of the Supply and Installation Services to the Bidding Document	2.8.1.	The Bidder shall furnish the information stipulated in Section IV- Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the work requirements and the completion time.
		2.8.2.	For major items of Supply and Installation Services as listed by the Procuring Entity in Section III - Evaluation and Qualification Criteria , which the Bidder intends to purchase, the Bidder shall give details of the name and nationality of the manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Procuring Entity for these items.
		2.8.3.	Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes), demonstrate trials or carry out tests as specified in Section V- Schedule of Supply and any changes to thereof issued in accordance with ITB Clause 1.7 [Changes to Bidding Document] .
		2.8.4.	Bidder shall provide a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Supply for the period specified in the BDS , following completion of Supply and Installation Services in accordance with provisions of contract.
		2.8.5.	The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential Techno-commercial and performance characteristics of the Supply and Installation Services, demonstrating substantial responsiveness of the Supply and Installation Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions to the provisions of Section V- Schedule of Supply .
		2.8.6.	Standards for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Supply, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and/ or catalogue numbers, provided that it demonstrates, to the

#	Clause		Sub-Clause
			Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
		2.8.7.	Bids for articles, if any, specified in Section V- Schedule of Supply shall be accompanied by two set of samples of the articles bid or as specified in the BDS . Such samples should be properly packed and if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. In case samples are required to be duly tested after submission, then the charges for such inspection/ testing <u>shall</u> be borne by bidder. The testing charges of the subject matter of procurement at any stage of procurement shall be borne by bidder.
		2.8.8.	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.
		2.8.9.	Approved samples of successful bidders would be retained by the Procuring Entity.
		2.8.10.	Samples not approved shall be collected by the Bidders within one month after notification of result of Techno-commercial and Qualification Evaluation. 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.
2.9.	Documents Establishing the Qualifications of the Bidder	2.9.1.	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Techno-commercial Bid the documentary evidence indicated for each qualification criteria specified in Section III- Evaluation and Qualification Criteria .
2.10.	Period of Validity of Bids	2.10.1.	As per Rule 48 (1) of RTPP Rules , Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity.
		2.10.2.	As per Rule 48 (2) and (3) of RTPP Rules 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 request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 3.1 [Bid Security and Bid Securing Declaration] it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

3. Bid Security and Bid Securing Declaration

#	Clause	Sub-Clause
3.1.	Bid Security and Bid Securing Declaration	3.1.1. 1. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, either a Bid Security Declaration or a Bid Security in original form. The value of bid security amount will be as specified in the BDS. 2. In lieu of bid security, a bid securing declaration shall be taken from the- i. Departments/Boards of the State Government or Central Government; or ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
		3.1.2. As per Rule 42 (6) of RTPP Rules , Bid Security submitted as Bank Guarantee or Bid Securing Declaration shall be valid for 30 days beyond the original validity as per ITB 2.10.1 [Period of Validity of Bids] or extended bid validity period.
		3.1.3. The form and value of Bid Security will be as per Rule 42 (1) to (3) of RTPP Rules , and can be given in the form of cash, banker's cheque or bank demand draft or bank guarantee, in specified format as given in TECH3 Section IV- Bidding Forms, of a Scheduled Bank in India or deposit on single challan through e-GRAS (https://egras.raj.nic.in). For obtaining benefit of lower value of Bid security like for MSME/SSI or Sick Industries. Bidder(s) to submit relevant document along with Bid. Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan from time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules . As per Rule 42 (2) of RTPP Rules the amount of Bid Security is - In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid.

#	Clause	Sub-Clause
		3.1.4. Soft copy of Bid Security instrument or receipt of Bid Security or a Bid securing declaration or document for obtaining benefit of lower value of bid security like for MSME/SSI or Sick Industries to necessarily accompany the online Bid. The physical original copy of deposit of eGRAS, cash, bank demand draft, banker's cheque or original bid security in approved form i.e., Bank Guarantee or document for obtaining benefit of lower value of bid security like for MSME/SSI or Sick Industries shall be submitted before the Bid (Techno-commercial and Financial) submission closing date and time as per ITB 1.8.1 either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents will be opened publicly before the online bid opening. 3.1.5. As per Rule 42(5) of RTPP Rules Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited. Bid Security can be refunded on request after completion and notification of technical bid evaluation. 3.1.6. The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate in BDS that the bid security shall be issued by an issuer in India as per Rule 42(7) of RTPP Rules. 3.1.7. Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in Clause 3.1.3 [Bid Security and Bid Securing Declaration]. The Procuring Entity shall respond promptly to such a request. 3.1.8. The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer has become insolvent or is under liquidation or has otherwise ceased to be creditworthy. 3.1.9. The procuring entity shall promptly return the bid security as per as Rule 42 (13) of RTPP Rules. 3.1.10. Rule 42 (11) of RTPP Rules shall apply for the forfeiture of the Bid Security taken from a Bidder.

#	Clause	Sub-Clause
		3.1.11. In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful Bidder furnishes the full amount of Performance Security as per Rule 42 (12) of RTPP Rules. No interest will be paid by the Procuring Entity on the amount of Bid Security. 3.1.12. The Bid Security of a Joint Venture must be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of Bidding, the Bid Security shall be submitted in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 2.7.1 [Documents Establishing the Eligibility of the Bidder]. 3.1.13. If a Bid Security is not required in the BDS: and a. If a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or b. If the successful Bidder fails to: (i) sign the Contract in accordance with ITB 8.5 [Signing of Contract]; or (ii) furnish a Performance Security in accordance with ITB 8.6 [Performance Security]. The Procuring Entity may declare the Bidder disqualified for a period as stated in the BDS as per Section 46 of the RTPP Act.

4. Format, Signing, Submission and Opening of Bids

#	Clause	Sub- Clause
4.1.	Format and Signing of Bid	4.1.1. The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement website in the format/ type of file specified in ITB 2.3.1 [Documents comprising of Bid] consisting of documents specified in Section III (Evaluation and Qualification Criteria). All the documents uploaded should be with the DSC of authorized signatory which means that all the pages of the uploaded document are signed. In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in Non-Judicial Stamp Paper as per TECH2 – Power of Attorney for Signing of Bids. An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid. 4.1.2. In the case that the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their

#	Clause		Sub- Clause
			legally authorized representatives. Bidder and other members of JV have to comply with the requirements given in Appendix A2 .
		4.1.3.	Any amendments which is uploaded shall be valid only if they are digitally signed by the person authorized for signing the Bid.
4.2.	Submission of Bid	4.2.1.	Bidders must submit their bids both Techno-commercial and financial bids including modified bids online at e-Procurement portal as per process specified in Bidders Manual Kit available on e-procurement portal. Bid(s) submitted in any other mode(s) like manual, email etc. shall be treated as unresponsive.
4.3.	Deadline for Submission of Bids	4.3.1.	Bids shall be received online at e-Procurement portal and up to the time, date and place ITB 1.8.1 . Outer time frame for opening of Bid would be as per Rule 40 of RTPP Rules .
		4.3.2.	As per Rule 52 (2) of RTPP Rules , the Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 1.7 [Changes to Bidding Document] , in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
4.4.	Late Bids	4.4.1.	The electronic bidding system would not allow any late submission of bid after due date and time as per server time.
4.5.	Withdrawal, Substitution and Modification of Bids	4.5.1.	Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal before submission of bids as per procedure specified in Bidder Manual Kit.
		4.5.2.	As per Rule 54 (3) of RTPP Rules , no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Form Tech 1 - Letter of Bid or any extended date thereof.
4.6.	Online opening of Techno-commercial Parts of Bid	4.6.1.	Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bidders may witness the electronic bid opening procedure online at the place. Date and time specified in BDS .
		4.6.2.	Only "TECHNO-COMMERCIAL COVER" shall be opened one at a time. Cover marked as "FINANCIAL COVER" shall not be opened in case of two cover system.

5. Evaluation of Bids – General Provisions

#	Clause		Sub-Clause
5.1.	Confidentiality	5.1.1.	Information relating to the examination, evaluation, comparison, and post-qualification of both Techno-commercial and Financial 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.
		5.1.2.	Any attempt by a Bidder to influence the Procuring Entity during 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.
		5.1.3.	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality] , 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.
		5.1.4.	In addition to the restrictions specified in Section 49 of RTPP Act (Confidentiality) , 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.
5.2.	Clarification of Techno-commercial or Financial Bids	5.2.1.	As per Rule 60 of RTPP Rules following clarification can be sought: To assist in the examination, evaluation, comparison, and qualification of the Techno-commercial 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.
		5.2.2.	Any clarification submitted by a Bidder regarding his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		5.2.3.	No change in the prices or substance of the Bid shall be sought, offered, or permitted in tenders invited through e-procurement portal,
		5.2.4.	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.
		5.2.5.	If a Bidder does not provide clarifications of its Bid by the date and time set in the Procurement Entity's request for clarification, it's Bid may be rejected.

#	Clause		Sub-Clause
5.3.	Deviations, Reservations and Omissions in Techno-commercial or Financial Bids	5.3.1.	During the evaluation of Techno-commercial or Financial Bids, the following definitions shall apply as per Rule 59 (2) of RTPP Rules: 1.1.1. "Deviation" is a departure from the requirements specified in the Bidding Document. 1.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and 1.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

6. Evaluation of Techno-commercial Bids

#	Clause		Sub- Clause
6.1.	Preliminary Examination	6.1.1.	To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules and all the documents specified in Section III Para 1.2 or Para 2.2 [Preliminary Examination of Bids] of Evaluation and Qualification Criteria. If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected.
	Techno-commercial Examination	6.1.2.	The Procuring Entity's determination of a Techno-commercial Part's substantial responsiveness is to be based on the contents of the Bid itself. For purposes of this determination, a substantially responsive Bid is one that materially conforms to the requirements of the Bid Document without material deviation, reservation, or omission. As per Rule 59 (3) of RTPP Rules, a material deviation, reservation, or omission is one that: - If accepted, would: - affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or - limit in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or - If rectified, would unfairly affect the competitive position of another Bidder's presenting substantially responsive Bid.
		6.1.3.	As per Rule 59 (4) bid evaluation committee shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission and as per Rule 59 (5) of RTPP Rules, the procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the

#	Clause		Sub- Clause
			bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.
6.2.	Waiver of Nonmaterial Nonconformities	6.2.1.	As per Rule 61 of RTPP Rules: 1. Nonconformities in the bid that do not constitute a material deviation, reservation or omission can be waived off and the bid shall be deemed to be substantially responsive. 2. Bidder may be requested to submit the necessary information or document like [audited statement of accounts, PAN, etc.] within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid. Non-material nonconformities or omissions may be rectified on the basis of the information or documentation received from the bidder under sub-rule (2).
6.3.	Exclusion of Bids	6.3.1.	As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in accordance with the provisions of Section 25 of RTPP Act if: a. the bidder is not qualified in terms of Section 7 of RTPP Act; b. the bid materially departs from the requirements specified in the bidding documents or it contains false information; c. the bidder submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process; d. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
6.4.	Evaluation of Techno-commercial factors of Bids	6.4.1.	Evaluation of Techno-commercial Bid would be as per Rule 63 of RTPP Rules and in accordance with the provisions Section 7 of RTPP Act. The Procuring Entity will carry out a detailed Techno-commercial evaluation of each Techno-commercial Bid that has been determined to be responsive pursuant to ITB 6.2 [Waiver of Nonmaterial Nonconformities]. In order to reach such a determination, the Procuring Entity will examine the information supplied by the Bidders, pursuant to ITB 2.4 [Bid Prices], 2.5 [Currencies of Bid], 2.6 [Documents Establishing the Eligibility of the Bidder] and 2.7 [Documents Establishing the Eligibility of the Supply and Installation Services] in response to other requirements in the Bid Documents, taking into account the following factors. a) Overall completeness and compliance with the Procuring Entity's Performance and/or Functional Requirements; , including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Procuring Entity Requirements and in Section III Evaluation and Qualification Criteria.

#	Clause		Sub- Clause
			b) Long-term availability of mandatory and recommended spare parts and maintenance services. c) any other relevant Techno-commercial factors that the Procuring Entity deems necessary or prudent to take into consideration as specified in Section III- Evaluation and Qualification Criteria; and d) any proposed deviations in the Bid to the contractual provisions stipulated in the Bid Documents.
		6.4.2.	In case of Most Advantageous Bid Selection Method - The scores to be given to Techno-commercial factors and sub factors if applicable are specified in the BDS.
	Evaluation of Bidder's Qualification	6.5.1.	The Procuring Entity shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive and Techno-commercial offer is also acceptable pursuant to ITB 6.2 [Waiver of Nonmaterial Nonconformities] and ITB 6.4 [Evaluation of Techno-commercial Bids] to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria. Evaluation and Qualification Factors not included in Section III cannot be used in the evaluation of Bidders Qualification.
	Notification of result of Techno-commercial and Qualification Evaluation	6.5.2.	Following the completion of the evaluation of the Techno-commercial Parts of Bids i.e., after both Techno-commercial and Qualification Criteria evaluation, the Procuring Entity shall make the following notifications: I. Notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially non-responsive and qualified to the requirements in the Bid, advising them of the following information: a. The grounds on which their Techno-commercial Part has been considered non-responsive. b. Their online "Financial Bid" will remain unopened. II. Simultaneously, notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially responsive to the requirements in the Bid, advising them that their Bid has been evaluated as substantially responsive to the Bid; and III. Notify all Bidders about the date and time of the public opening of the online financial bids.

7. Opening and Evaluation of Financial Bids

#	Clause		Sub- Clause
7.1.	Public Opening of Financial Bids	7.1.1.	Financial Bids will be opened online as per procedure as specified on the e- Procurement Portal. The bidders may witness the electronic bid opening procedure online.
7.2.	Financial Bid Calculation	7.2.1.	The e-procurement portal automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
7.3.	Non-material Non-conformities	7.3.1.	In view of ITB 7.2.1 [Financial Bid Calculation] , there is no possibility of any Nonmaterial Nonconformities.
7.4.	Conversion to Single Currency	7.4.1.	In case of International Bidding for Evaluation and Comparison Purposes, the currency (ies) of the Bidders shall be converted into a single currency as specified in BDS
7.5.	Evaluation of Financial Bids	7.5.1.	To evaluate each Bidder's Financial Bid, the Procuring Entity shall consider the following: (a) Bid is digitally signed, as per the requirements listed in the Bidding Document. (b) Letter of Financial Bid as per Section IV- Bidding Forms. (c) the Bid price are Submitted as per ITB 2.4 [Bid Prices]. (d) Any other evaluation factors specified in the BDS and detailed in Section III, Evaluation and Qualification Criteria. (e) converting the amount resulting from applying (a) and f) above, to a single currency in accordance with ITB 7.4.1 [Conversion to Single Currency] if applicable.
		7.5.2.	<i>[PE to select one]</i> For bids invited in package the evaluation would be done for all the items put together. The item/items for which no rates have been quoted or left blank would be treated as zero i.e., Bidder will supply item/items free of cost and the total amount would be computed accordingly. There is no option with bidder to submit quote for partial quantity of any item/items of any item/items Discounts offered of any kind shall not be considered. or] For bids invited item-wise the evaluation would be done for each item separately. There is no option with bidder to submit quote for partial quantity of any item/items. If the Bidder does not want to Bid for a particular item than it should be left blank or filled zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item. Discounts offered of any kind shall not be considered.

#	Clause		Sub- Clause
		7.5.3.	The Procuring Entity's evaluation of responsive Bids may take into account Techno-commercial factors as specified ITB 6.4.2 [Evaluation of Techno-commercial Bids] in addition to Financial Factors in accordance with Section III - Evaluation and Qualification Criteria . The weight to be assigned for the Techno-commercial factors and Financial Factors will be as specified in BDS .
7.6.	Comparison of Bids to select lowest Evaluated Bid or Most Advantageous Bid	7.6.1.	As per Rule 58 of RTPP Rules, the Procuring Entity shall select Bid either by comparing all substantially responsive Bids to determine the lowest-evaluated Bid in accordance with ITB Clause 7.5.1 and 7.5.2 [Evaluation of Financial Bids] or shall compare all substantially responsive Bids to determine the Most Advantageous Bid in accordance with ITB Clause 7.5.1 and 7.5.3 [Evaluation of Financial Bids] . Method of Evaluation will be specified in BDS as well as in Section III Evaluation and Qualification Criteria .
7.7.	Unbalanced or Front-Loaded Bid i.e., Higher-pricing or under-pricing of different Schedules	7.7.1.	If the Bid that is evaluated as the Lowest Priced Bid or Most Advantageous Bid is, in the Procuring Entity's opinion has higher-priced some schedules and have under-priced in other schedules (seriously unbalanced or front loaded) (ITB 2.4.2 Schedules), the Procuring Entity may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of Goods/ Equipment, Design, supply and installations, proposed methodology, schedule, and any other requirements of the Bid Document.
		7.7.2.	After the evaluation of the information and detailed price analyses presented by the Bidder, the Procuring Entity may: (a) accept the Bid, or (b) if appropriate, require that the total amount of the Performance Security be increased at the expense of the Bidder, to a level not exceeding as specified in BDS of the Contract Price or resort to part payment after receipt of supply and release the payment gradually as the installation, AMC/CMC services etc. get's progressively completed, or (c) reject the Proposal.
7.8.	Negotiations	7.8.1.	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself. Circumstances under which negotiations are to held and the method of negotiation would be as per Rule 69 of RTPP Rules .
7.9.	Purchase Preference (MSME)	7.9.1.	Items listed in Notification No. F.1(8)/FD/GF&AR/2011 dated 19.11.2015 under Schedule are reserved items for MSME firms only. Bids from firm(s) other than MSME shall not be considered for eligible for participating in the bid. Purchase Preference, if applicable and specified in BDS , shall be given in accordance with the policy of State Government notified / prevalent at the time of submission of bid.

#	Clause		Sub- Clause	
7.10.	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	7.10.1.	As per Rule 72 of RTPP Rules , 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 award of contract, without thereby incurring any liability to the bidders.	
7.11.	Respond to query by unsuccessful Bidder	7.11.1.	The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.	

8. Award of Contract

#	Clause		Sub- Clause	
8.1.	Acceptance of the successful Bid and award of contract	8.1.1.	As per Rule 70 (5) of RTPP Rules , Procuring Entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding documents and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding documents for the subject matter of procurement. As per Rule 29 (2) (d) of RTPP Rules Rate Contract shall be entered, for price without a commitment for quantity, place, and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.	
		8.1.2.	As per Rule Clause 70 (6) of RTPP Rules , 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 through electronic media, that its Bid has been accepted.	
		8.1.3.	As per Rule Clause 70 (7) and 70 (8) of RTPP Rules , if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.	
		8.1.4.	As per Section 27 (3) of RTPP Act and Rule 71 of RTPP Rules Information of award of contract shall be communicated to all participating bidders and published on the State Public Procurement Portal.	

#	Clause		Sub- Clause
8.2.	Procuring Entity's Right to Vary Quantities	8.2.1.	Procuring Entity right to vary quantity would be as per Rule 73 of RTPP Rules . As per Rule 73 (1) of RTPP Rules . 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.
8.3.	Procuring Entity's Right to Extend the period of Rate Contract	8.3.1.	As per Rule 29(i) of RTPP Rules , for Rate Contract the contract may be extended for three (3) months. In such cases it shall be ensured that market prices have not fallen down during the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
8.4.	Dividing quantities among more than one Bidder at the time of award	8.4.1.	Procuring Entity right to divide quantity among more than one Bidder would be as per Rule 74 of RTPP Rules . For Rate Contract, Procuring Entity right to enter into rate contract with more than one Bidder as parallel rate contract would be as per Rule 29 (f) and Rule 65 (j) of RTPP Rules.
8.5.	Signing of Contract	8.5.1.	As per Rule 70 (7) of RTPP Rules , 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 specified in the BDS or where the period is not specified in the BDS, then within fifteen days as per Rules 76(2) and 76(4) of RTPP Rules from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. While signing the contract, bidder will also have to submit signed copy of Bid Document in token of having accepted all the terms and condition of Bid Document. For contract, Stamp Paper issued in the State of Rajasthan has to be used.
		8.5.2.	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 within the specified time, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions under Section 26(4) of RTPP Act and Rule 76(3) of RTPP Rules .

8.6.	Performance Security	8.6.1.	1. Performance Security amount or Performance Security Declaration shall be dealt as per Rule 75 of RTPP Rules and Government of Rajasthan Government latest Notification as specified in BDS. In case additional quantity is ordered than the Supplier will have to submit additional Performance Security. 2. Performance security shall be solicited from all successful bidders except the- i. Departments/Boards of the State Government or Central Government; ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. However, a performance security declaration shall be taken from them. 3. Performance Security for value and validity or Performance Securing Declaration shall be dealt as per Rule 75 of RTPP Rules. The amount of Performance Security shall be as specified in BDS of the contract amount. 4. Performance security shall be furnished in any one of the following forms (a) deposit through eGRAS; (b) Bank Draft or Banker's Cheque of a scheduled bank; (c) National Savings certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of the bid and formally transferred in the name of procuring entity with the approval of Head Post-Master. (d) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rules for bid-security. (e) Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The Procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the
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#	Clause		Sub- Clause
			event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such fixed Deposit. As per Rule 75 (4) of RTPP Rules , the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
		8.6.2.	The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.
		8.6.3.	As per Rule 76 (3) of RTPP Rules , failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		8.6.4.	Forfeiture of Performance Security: The amount of Performance Security may be forfeited in the following cases: - 1. When any terms and conditions of the contract is infringed; 2. When the tenderer fails to make complete supply satisfactorily; 3. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the RTPP Act and Chapter VI of Rules and this Bidding Document. 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.

9. Punishment

#	Clause		Sub- Clause
9.1.	Punishments	9.1.1.	If the Bidder during the supply of goods, interferes with the procurement process as mentioned in Section 42 of RTPP Act , then following actions can be taken: i. As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend up to INR Fifty (50) Lakhs or ten percent of the assessed value of procurement whichever is less besides forfeiture of Performance Security; and/or ii. As per Section 46 of RTPP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three (03) years.

10. Procurement Appeals

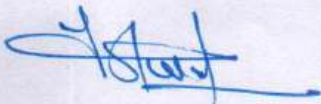
#	Clause		Sub- Clause
10.1	Procurement Appeals	10.1.1.	Any appeal of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS , in accordance with the provisions of Chapter III of RTPP Act and Chapter VII of Rules and as given in Appendix A4 .

11. Exclusive Jurisdiction

#	Clause		Sub- Clause
11.1	Jurisdiction of courts	11.1.1.	The Courts of Rajasthan [Jaipur] as specified in BDS shall alone have exclusive jurisdiction in respect of all claims and matters arising under the consignment or for the Supply and Installation of goods.

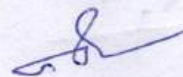
Section II: Bid Data Sheet

Section II, Bid Data Sheet, consists of provisions that supplement, amend, or specify information or changes to Section I: Instructions to Bidders that are specific to this procurement.



2/2

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1. General

#	Description
ITB 1.1.1	The number of the Notice Inviting Bids is..... Type of Bidding procedure is National Competitive Bidding The Procuring Entity is Assistant Secretary Disaster Management Relief & Civil Defence Department, Room No. – 7006, Ground Floor, Food Building, Secretariat Jaipur This procurement is for Fixed Quantity.
ITB 1.3.1	Joint Venture will not be allowed.
ITB 1.5.2	Department website is www.dmrrelief.rajabhar.gov.in
ITB 1.6.1	For clarification purposes only, the time limit for submission of query is 15 number of days before the deadline of submission of Bid.
ITB 1.6.4	A Pre-Bid conference will be held. If it will be held, the time and date will be: <u>20/07/2026</u> at 3:00 PM at SEOC, First Floor, Library Building, Secretariat, Jaipur Name: Mahesh Chandra Maan Designation of the Procuring Entity: Assistant Secretary, Disaster Management, Relief and Civil Defence Department, Jaipur. Complete Address with Floor and Room Number: Room No.-7006, Ground Floor, Food Building, Secretariat, Jaipur. City: Jaipur PIN Code: 302005 Telephone No.: 0141- 2227084 Facsimile number: Email address: relief-rj@nic.in
ITB 1.6.5	The time limit for uploading of clarification on query of ITB 1.6.1 or pre-bid conference minutes of ITB 1.6.4 is <u>10</u> number of days before deadline for submission of Bid.
ITB 1.8.1	Bid Publishing Date- <u>13/07/2026</u> Document Download - <u>13/07/2026</u> Pre-Bid Meeting Date - <u>20/07/2026</u> at 3.00 PM Bid submission start Date - <u>24/07/2026</u> Bid (Techno-commercial & Financial) Submission: Closing Date and Time - <u>04/08/2026</u> at 3.00 PM Bid (Techno-commercial) opening Date and Time - <u>04/08/2026</u> at 3.30 PM

2. Preparation of Bids

#	Description
ITB 2.1.2	The Price of Bidding Documents is Indian Rupees 1000/- and processing fees is Indian Rupees 2500/-
ITB 2.2.1	The language of the Bid is English. The language of the translation of supporting documents and printed literature is English.
ITB 2.3.1	The bid comprises of <u>[2]</u> number of Covers. (i) First cover will consist of details of Techno-commercial Bids and will consist of Bidding Forms], and Other documents which are required to be submitted (ii) Second cover will consist of Financial Bid
ITB 2.4.1	Supplier will also be responsible for following: 1. The bidder shall be responsible for supply, delivery, distribution of ERK Kit to the registered concern persons of Disaster Management, Relief and Civil Defence Department, Secretariat, Rajasthan 2. The bidder shall put logo in the form of sticker/print etc. at a proper place of a selected item of the ERK Kit as per the approval of Disaster Management, Relief and Civil Defence Department, Secretariat, Rajasthan. 3. The concerned Government Disaster Management officer/officials authorized by Disaster Management, Relief and Civil Defence Department, Secretariat, Rajasthan shall act as an authorized nodal officer at each district. The bidder shall be responsible to coordinate with the authorized nodal officer of Disaster Management, Relief and Civil Defence department during distribution of ERK Kit. 4. The bidder shall distribute the ERK Kit to the Authorised concern officer and ensure to collect receipt acknowledgment from Disaster Management department to whom the ERK Kit is handed over. 5. The bidder shall collect the stamp and signature of the Authorised concern officer of Disaster Management department on the delivery receipt given by the Nodal officer for distribution of the ERK Kit. Thereafter, the bidder shall submit this receipt to the concerned Disaster Management, Relief and Civil Defence Department, Secretariat, Rajasthan. 6. The payment shall be done as per actual basis, on number of ERK Kit distributed by the selected bidder. 7. The GST rate shall be as applicable actual at the time of billing. 8. Direct Supply & Logistics Responsibility: ERK Kits shall be supplied directly by the supplier to the designated nodal officers at the respective districts, as specified by the procuring entity. No additional cost on account of FcR shall be borne by the procuring entity on this account. 9. The Successful Bidder will supply ERK kit in the following districts-Ajmer, Alwar, Bikaner, Barmer, Bharatpur, Jalore, Jodhpur, Jaipur, Jhalawar, Kota, Nagaur, Pali, Sirohi. In each district ERK kit will be supplied at four centres: NCC, NSS, NYKS, Bharat Scout Guide. 10. BG should be payable at Jaipur

ITB 2.4.3 (a) v	Named consignee location: Direct Supply & Logistics Responsibility: ERK Kits shall be supplied directly by the supplier to the designated nodal officers at the respective districts, as specified by the procuring entity. No additional cost on account of FoR shall be borne by the procuring entity on this account. The Successful Bidder will supply ERK kit in the following districts-Ajmer, Alwar, Bikaner, Barmer, Bharatpur, Jalore, Jodhpur, Jaipur, Jhalawar, Kota, Nagaur, Pali, Sirohi. In each district ERK kit will be supplied at four centres: NCC, NSS, NYKS, Bharat Scout Guide.
ITB 2.4.3 (b) i	Named port of destination/border point : <i>Not Applicable</i>
ITB 2.4.3 (d)	Named place of final destination (or Project site) is: <i>Not Applicable</i>
ITB 2.4.8	Prices quoted by the Bidder shall be fixed.
ITB 2.4.9	The Incoterms edition is: <i>Not Applicable</i> For Goods offered from outside India, the Bidder shall quote prices as (EXW/ CIF/ CIP/ FOB etc.): <i>Not Applicable</i>

#	Description
ITB 2.5.2	The currency of International Bid, other than the Indian Rupees, shall be: Not Applicable
ITB 2.8.4	Spares required for operation; is [insert number of years] following completion of installation : Not applicable
ITB 2.8.7	Samples along with Bid are required : 2
ITB 2.10.1	The bid validity period shall be [180] days from the deadline of submission of Bid.

3. Bid Security and Bid Securing Declaration

#	Description
ITB 3.1.1	The Bidder shall furnish a bid security in the amount of 2% (INR 25,30,000) of the estimated value of procurement, 1% (INR 12,65,000) for sick industries, and 0.5 % (INR 6,32,500) for SSI Rajasthan units. [or] The Bidder shall furnish a Bid-Securing Declaration.
ITB 3.1.4	Name: Mahesh Chandra Maan Designation of the procuring entity: Assistant Secretary, Disaster Management, Relief & Civil Defence Department. Complete Address with Floor and Room Number: Room No: 7006, Ground Floor, Food Building, Secretariat, Jaipur. City: Jaipur PIN Code. 302005 Telephone No.: 0141- 2227084 Facsimile number: Email address: relief-rj@nic.in
ITB 3.1.6	For International bidding, the issuer of bank guarantee as a bid security may be an issuer Indian/Abroad <i>Not Applicable</i>

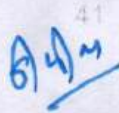
#	Description
ITB 3.1.13	The period of bidder disqualification would up to <u>3</u> years

4. Format, Signing, Submission and Opening of Bids

#	Description
ITB 4.6.1	The Bid opening shall take place at: Complete Address of Office with Floor/Room number: SEOC, Library Building Secretariat, Jaipur City: Jaipur Date: 04/08/2026 Time: 15:30 Hrs.





41






6. Evaluation of Techno-commercial Bids

#	Description
ITB 6.4.2	Evaluation and comparison will not consider Techno-commercial scores

7. Opening and Evaluation of Financial Bids

#	Description
ITB 7.4.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is Indian Rupee. Not applicable
ITB 7.5.1	The adjustments shall be determined using the following criteria as detailed in Section III: Not applicable

#	Description
(d)	(a) Deviation in Terms of Payment: No (b) Deviation in Time for Completion: No (c) The projected operating and maintenance costs during the life of the goods or equipment NO (d) Performance or productivity of the supply No
ITB 7.5.3	The weight to be given for cost Not Applicable
ITB 7.6.1	Evaluation of Bid will be Lowest Evaluated Bid.
ITB 7.7.2 (b)	Performance Security can be enhanced to ____ [.....] % of the contract price
ITB 7.9.1	Purchase Preference shall not apply.

8. Award of Contract

#	Description
ITB 8.5.1	The period within which the contract agreement is to be executed and performance Security is to be submitted is <u>15</u> days.
ITB 8.6.1	Submission of Performance Security/Performance Security Declaration would be as per Government of Rajasthan Notification as per RTTP Act and Rules. Amount of performance Security shall be [10] % of the value of contract, [2] % for sick industries and [1] % for SSI Rajasthan units.

#	Description
ITB 8.6.2	Currency for the Performance Security should be in Indian Rupees and Performance Security in Foreign currency is not allowed.

10. Grievance Handling Procedure During Procurement Process (APPEALS)

#	Description
ITB 10.1.1	1. The Designation and complete Address of First Appellate Authority, including Room Number and Floor No., if any, is: Additional Chief Secretary/Principal Secretary/Secretary, Disaster Management, Relief and Civil Defence Department, Room No. 5101, First Floor, Main Building, Secretariat, Jaipur, Rajasthan. (b) The Designation and complete Address of Second Appellate Authority, including Room Number and Floor No., if any, is: Secretary Finance (Budget), Main Building Secretariat, Jaipur, Rajasthan.

11. Exclusive Jurisdiction

ITB 11.1.1	The Courts of Jaipur of Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods.
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Section III: Evaluation and Qualification Criteria

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Evaluation Criteria

1. Lowest Priced Bid Method

Lowest Priced Bid Method is appropriate for purchase for supply and installation where Techno-commercial/specification and scope of supply is well established, and sufficient number of suppliers are available who are able to supply the product without substantial deviation in Techno-commercial requirement/scope of supply. The selection will be decided on the basis of price comparison to select lowest priced most responsive bid. Clear-cut, pass-fail qualification criteria has to be defined and indicated in the Bidding Document to enable bidders to make an informed decision whether to pursue a specific contract.

1.1 Qualification Criteria

To be considered for opening of their financial Bid, Bidder needs to submit documents given below:

The documents are divided into two (02) categories –

- 1.1.1 The documents are listed in Para 1.2. If Bidder fails to submit these documents, then further examination of Bids shall not be done, and the Bid will be rejected.
- 1.1.2 After Bidder has submitted documents as required for Preliminary Examination, Bid will be examined for **Techno-commercial Qualification** based on the documents submission as listed in **Para 1.3** and if required as listed in **Para 1.4**.

1.2 Preliminary Examination of Bids

- i. Bidder must submit Letter of Bid as per Bidding Form (Tech Form 1).
- ii. Bid is accompanied by proof of payment for Bid Document price and Processing Fees as specified in ITB 2.1.2. (Original copy should be submitted prior to techno-commercial submission date).
- iii. Bid is accompanied by bid security (**Form TECH 3**) and if submitted via eGRAS, cash, bank demand draft, banker's cheque, of a scheduled bank. (Original copy should be submitted prior to techno-commercial bid submission date).

or

Bid is accompanied by bid securing declaration (**Form TECH 4**).

- iv. For obtaining benefit of lower value of Bid security like for MSME/ SSI or Sick Industries, Bidder(s) to submit relevant document. (Verification from documents to be submitted by the bidder).

1.3 Essential Documents for Techno-commercial Examination

- a) Declaration by the Bidder under **Section 7 (Qualification of Bidder)**, **Section 11 (Code of Integrity) of RTPP Act** and under **Section 46 (Debarment from Bidding)**. (**Tech 5 Declaration by Bidder**)
- b) (i) Proof of registration of Indian bidder, by submission of any of the following but not limited to-

Type of Company/Firm	Certificate
Any company, registered/ incorporated under 'Companies Act, 1956/2013'.	Valid certificate of incorporation
Proprietorship firm registration under the Shop and Commercial establishment Act, 1958	Shop Establishment certificate
Partnership firm registered under "The Indian Partnership Act, 1932".	Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership
A limited liability partnership (under the Limited Liability Partnership Act, 2008)	Copy of Certification of Incorporation
Society registered under Societies Registration Act, 1960/ Rajasthan Society Registration Act, 1958,	Society registration certificate
Trust Deed registered under The Indian Trusts Act, 1882	Certified copy of the trust deed

(ii) If the Bid submitted by a JV, JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

c) Proof of Registration of Foreign Bidder, by submission of the following:

- Certificate of incorporation (legal document/license relating to the formation of a company or corporation) of the Bidder in his country
- A copy of its manufacturing license issued by the regulatory authority in the country of manufacture to supply the Goods covered by the Bid.

d) Bidder to submit copy of **valid PAN card for Indian Bidder only**.

e) Bidder to submit **copy of GST certificate along with latest quarterly return** so that it can be verified that there is no overdue tax to be deposited to the Government.

f) Bidder has submitted documents/literature/data to demonstrate that the offered product meets the Techno-commercial Requirement as per Specification & Standards mentioned in **Section V - Schedule of Supply**.

g) Bidder has submitted copy of written Power of Attorney in favour of the signatory of the Bid authorizing him/her to commit the Bidder, if applicable (**TECH2 Power of Attorney**).

h) In case sample is also submitted then Sample will also be examined whether it conforms to the requirements specified in Specification & Standards in **ITB 2.8.7**, prior to opening of Financial Bids.

i) If the Bidder is not a manufacturer, then Bidder should submit authorization from the Manufacturer as per format given in **TECH7 Manufacturer Authorization**. In case there are the more than one item than authorisation will have to be submitted for each item. If the Bidder is a manufacturer, then the bidder should submit the following:

- Copy of valid manufacturing license issued by a competent authority
- Product permission with reference to the subject matter of procurement

j) Copy of MSME (Udyog Aadhaar, Udyam registration, Entrepreneurs Memorandum-II 'Udyam Registration Certificate etc.) certification if required *[PE to specify]*

- k) Any other certificate(s), required to be submitted. (For example, International Organisation for Standards, Environment Management, Bureau of Indian Standard, Central Drugs Standard Control Organisation, Indian Pharmacopoeia etc.) [PE to specify].
- l) Country of Origin Declaration Form and Certificate that bidders belonging to or with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan as per **Rule 13 of RTPP Rules** Government of Rajasthan Notification No. F.2(1)FD /G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. **Declaration by the Bidder (TECH-6)** and if applicable registration certificate issued by the Industries Department, Government of Rajasthan or issued by the Competent Authority of the Government of India. (Verification from documents to be submitted by the bidder).

1.4 Additional Techno-commercial Evaluation

Besides, Preliminary Examination mentioned in 1.2 and Techno-commercial Examination mentioned in 1.3 following additional documents/declaration needs to be submitted:

1.4.1 Manufacturer or Distributors or Supplier, who qualify the tender conditions and qualification criteria, are eligible to participate and submit their offer against this tender invitation. Manufacturer in all the case must have own factory and Manufacturing or Distributors or Supplier license or shop establishment registration/CIN/Partnership deed issued by or prepared by respective organization.

1.4.2 PAN Card: A self-attested copy of the PAN card must be submitted.

1.4.3 To qualify, the bidder must show an average annual turnover of at least 6 Crore during the three financial years (2022-23, 2023-24 and 2024-25) or (2023-24, 2024-25 and 2025-26) This threshold applies to the tender in its entirety.

1.4.4 The bidder should have positive net worth during the three financial years i.e., (2022-23, 2023-24 and 2024-25) or (2023-24, 2024-25 and 2025-26) (CA certificate for positive net worth for last three years).

1.4.5 The Bidder or its OEM {themselves or through re-seller(s)} should have supplied Emergency Responder kits for 50% of bid quantity (minimum 6325 kits out of total bid quantity of 12650 kits), in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. For the purpose of experience evaluation, the bidder must have supplied atleast any 8 (eight) out of total 16 (sixteen) items specified in Volume II Schedule of Supply (3. Techno-commercial Specifications of items included in Emergency Responders Kit).

Experience of supplying fewer than 8 items shall not be considered.

1.4.6 Experience Criteria: The bidder must have successfully completed the supply of Emergency Responders Kit during the last three financial years preceding the bid opening date.

The experience must satisfy any one of the following criteria:

1. One completed work order of value not less than Rs. 5 Crore; or
2. Two completed work orders having a cumulative value of not less than Rs. 6.50 Crore; or
3. Three completed work orders having a cumulative value of not less than Rs. 8 Crore.

For the purpose of experience evaluation, the bidder must have supplied atleast any 8 (eight) out of total 16 (sixteen) items specified in Volume II Schedule of Supply (3 Techno-commercial Specifications of items included in Emergency Responders Kit).

Experience of supplying fewer than 8 items shall not be considered.

Documentary evidence in support of the above, such as work orders/completion certificates and proof of execution, shall be submitted along with the bid

1.4.7 Superficial statements / Brief compliance on item-by-item parameter such as 'will be provided', 'complies', 'as per BIS/specification/literature', or merely repeating the tender text will not be accepted; bids containing such generic declarations will be treated as incomplete and rejected. Also upload the product brochures with this.

1.4.8 Authorized dealers must furnish an authorization letter from the manufacturer or its Indian Dealer of the product if the product is foreign made. A single OEM may authorize two or more bidders for this tender. Bidder should upload this letter in the bid documents, for each products authority letter required and it should be mentioned in the letter.

1.4.9 Submission of a valid ISO 9001 and other certificate as per bid specification documents. The bidder should have the following certifications: ISO 9001:2015 (Quality Management System) ISO 14001:2015 (Environment Management System) and ISO 45001:2018 (Occupational Health and Safety Management)

1.4.10 Provide the bidder's GST registration along with proof of filing the latest GSTR-1 and GSTR-3B returns.

1.4.11 An affidavit on ₹ 500 non-judicial stamp paper, affirming that the firm is not blacklisted by any government body and does not supply refurbished equipment, must be submitted in original to this office before bid closure. The documents are submitted are true as per my knowledge, must be submitted in original to this office before bid closure.

1.4.12 Income-tax returns, Audited Balance Sheet and Profit and Loss Statement for the last three financial years (2022-23, 2023-24 and 2024-25) or (2023-24, 2024-25 and 2025-26) are to be furnished.

1.4.13 The bidder shall submit 02 set of samples (ERK Kit) as per given specifications mentioned under this tender document at the office of The Assistant Secretary, Disaster Management Relief and Civil Defence Department, Secretariat, Jaipur (Rajasthan). Before last date of tender submission as per given specifications. The bidder shall upload sample submission acknowledged copy along with the other tender documents. The Disaster Management department reserves the right to summarily reject the bid of the bidder who fails to submit the samples as per the date and time as intimated by the Disaster Management, Relief and Civil Defence Department.

1.4.14 Successful bidder has to submit total 52 kits in 13 districts before starting of the delivery for the comparison of actual material with approved samples.

1.4.15 Compliance statement of specifications; The bidder must submit details of contact person, name of office, email-id and contact details for verification of supplies and experiences.

1.4.16 All the Annexure mentioned in the bid documents

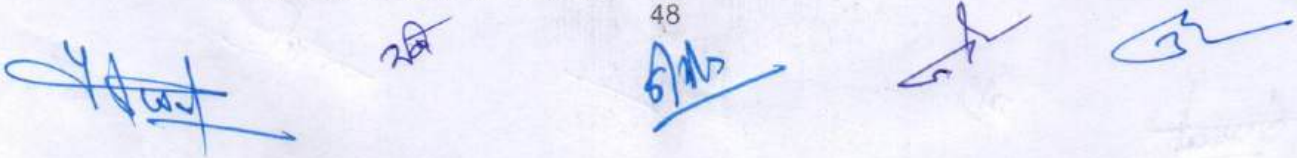
1.4.17 Eligible Procuring Entities: Experience will only be considered valid if the supplies were made to:

- Central Government Ministries or Departments.
- Any State or Union Territory Government Departments.
- Public Sector Enterprises (PSUs) of Central or State Governments.
- Local Government Entities (Municipal Corporations, Development Authorities, etc.).

Bidder shall submit work order and proof of supply towards the same.

1.4.18 Determination of Experience Value: Bidders shall be evaluated based on the total value of completed works as per the submitted Completion Certificates.

- If a certificate specifies both 'Base Value' and 'Tax/GST', the Gross Total shall be used for eligibility.
- If a certificate only mentions a single "Total Value," it will be assumed to be the Gross Value unless otherwise specified in the document.



- The Procuring Entity reserves the right to verify the authenticity of these values with the respective authorities.

Techno-commercial Examination

1.4.2 Contractual Experience and Techno-commercial Capacity

- 1.4.2.1 **Production Capacity:** The Bidder or manufacturer shall demonstrate that it can supply the type, size, and quantity of the Supplies as required by Procuring Entity in accordance with the Delivery and Completion Schedule in **Section V (Schedule of Supply) (TECH12)**.

1.4.3 Financial Performance

- 1.4.3.1 **Audited Financial Statement:** Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Procuring Entity, for the last 3 years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive. **(TECH13)**
- 1.4.3.2 **Size of Operation (Average Annual Turnover):** Minimum average annual turnover of Rs 600 Lakhs calculated as total payments received by the Bidder for contracts completed or under execution over the last 3 years. **(TECH14)**
- 1.4.3.3 Procuring Entity reserves the right to inspect the manufacturing premises for available capacity, infrastructure, machinery, manpower etc.

1.4.4 Contract Information

- 1.4.4.1 **Contract in Hand:** Contract in hand as on 1st June, 2026 to be provided in format given in **TECH 15**.

1.5 Price Comparison

The Procuring Entity will compare the price bids, pursuant to **ITB Clause 7.6 Comparison of Bids to select lowest Evaluated Bid** to select the lowest evaluated bid.

For bids invited in package the evaluation would be done for all the items put together. The item/items for which no rates have been quoted or left blank would be treated as zero i.e., Bidder will supply item/items free of cost and the total amount would be computed accordingly. There is no option with bidder to submit quote for partial quantity item/items. Procuring Entity will award the contract to the lowest responsive bidder for that package.

Discounts of any kind shall not be considered for proposal evaluation.

1.6 Purchase Preference

- 1.6.2 **Method of Application:** If domestic preference is provided for under **ITB 7.9.1 (Purchase Preference)**, the following procedure shall apply: Not Applicable

2.4 Financial Evaluation

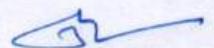
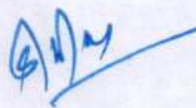
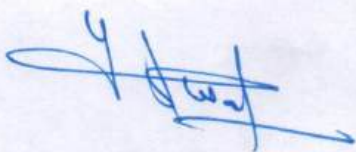
2.4.2 Financial Criteria

Examples of such criteria appear below:

2.4.2.1 Adjustment for Local Handling and Inland Transportation Deviations from the Terms of Delivery as specified in ITB 2.4.3 are not permitted.

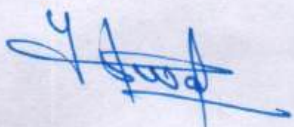
2.4.2.2 Adjustment for Deviations from the Terms of Payment "Deviations from the Terms of Payment as specified in SCC 4.2 are not permitted."

2.4.2.3 Adjustment for Deviations in the Delivery and Completion Schedule "Deviations from the Delivery and Completion Schedule specified in Section V (Schedule of Requirement) are not permitted. No credit will be given for earlier completion."



Section IV: Bidding Forms

Bidding Forms includes all such forms bidders are required to use / fill and submit along with their Bids. These forms are to be used without modification and to be filled as per instructions given in footnote. The documents which are to be attached in support of the information submitted should be digitally signed. Procuring Entity reserves the right to verify the information submitted. Check list is also included to ensure that Bidders do not miss submission of any information or document.



Checklist for Techno-commercial and Financial Bid

[With reference to Section III]

The Bid must necessarily contain scanned copies of all the filled-up forms of Bid along with attested copies of the relevant referred documents as proof:

Sl. No.	Activity	Form Number	Whether submitted, Yes / No	Page number	Remarks, if any
Checklist for Techno-commercial Bid					
1	Letter of Techno-commercial Bid, as per Bidding Forms				
(a)	Letter of Techno-commercial Bid duly digitally signed	TECH-1			
(b)	Written Power of Attorney in favour of the signatory of the Bid authorizing him/her to commit the Bidder, if applicable. or Alternative- An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.	TECH-2			
2	Proof of Payment of cost of Bid Document and Bid Processing Fee				
	Cost of Bidding Document and Processing Fee submitted through single challan on eGRAS.				
3	Bid Security or Bid Securing Declaration				
(a)	Bid Security for required amount submitted through eGRAS; or				
(b)	Bid Security submitted through manual mode in the form of Bank Guarantee as per format in Bidding document ; or	TECH-3			
(c)	Bid Securing Declaration Submitted as per Section IV (Bidding Forms) if applicable; or	TECH-4			

Sl. No.	Activity	Form Number	Whether submitted, Yes / No	Page number	Remarks, if any
(d)	Validity Date of Bid Security or Bid Securing Declaration (Valid up to 30 days beyond the bids validity as specified in ITB clause 2.10.1); or	TECH-3 & TECH-4			
(e)	Amendment in Bid Security (if any); or				
(f)	Contact details of the issuing bank for the purpose of verifying the authenticity of the bid security; or				
4	Declaration by the Bidder under Section 7 (Qualification of Bidder), Section 11 (Code of Integrity) of the RTPP Act and under Section 46 (Debarment from Bidding). If debarred than details provided.	TECH-5			
5	Profile of Bidder's Organization Documents defining the constitution or legal status, place of registration, and principal place of business;				
(a)	Any company, registered/incorporated under 'Companies Act, 1956/2013' (to submit valid certificate of incorporation)				
(b)	Bidder may be a proprietorship firm – Shop Establishment Certificate				
(c)	Partnership firm (to submit Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership)				
(d)	A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification of Incorporation)				
(e)	Any Society registered under Societies Registration Act, 1860, or Trust registered under The Indian Trusts Act, 1882 (Society registration certificate or trust deed issued by the office of the Registrar of Cooperatives)				

Sl. No.	Activity	Form Number	Whether submitted, Yes / No	Page number	Remarks, if any
(f)	Copy of valid PAN card	-			
(g)	Copy of GST certificate along with latest quarterly return				
(h)	Documents/literature/data to demonstrate that the offered product meets the Technical Requirement as per Specification & Standards				
(i)	In case sample is required to be submitted, whether samples submitted or not				
(j)	Copy of MSME (Udyog adhaar, Entrepreneurs Memorandum-II/Udyam registration, Any other registration etc.) certification [Applicable / Not Applicable]				
(k)	Any other certificate(s) required to be submitted. (For example, International Organisation for Standards, Environment Management, Bureau of Indian Standard, Central Drugs Standard Control Organisation, Indian Pharmacopoeia etc.)				
6	If permitted and if the Bid is submitted by a joint venture firm, then following is required				
(i)	Letter of intent or a copy of an existing legally valid joint venture agreement complying with the provisions of Annexure General Provisions of Joint Venture and Provisions Required to be Included in the Memorandum of Understanding /Joint Venture Agreement	TECH-8			
(ii)	Power of Attorney for the authorized representative of each JV member; and	-			
(iii)	Power of attorney for the representative of the lead member to represent all JV members are required	-			
7	Country of Origin Declaration is submitted as the form included in Section IV- Bidding Forms declaring that country of origin is either India or a country which has not been declared ineligible by Govt of India and Declaration for Land Border Countries	TECH-6			

Sl. No.	Activity	Form Number	Whether submitted, Yes / No	Page number	Remarks, if any
8	Manufacturer's Authorization				
	Manufacturer's Authorisation in case Bid is submitted by a dealer as per Form given in Section IV: Bidding Forms if applicable	TECH-7			
9	Bidder's Information Sheet	TECH-8			
10	Contractual Experience	TECH-10			
11	Techno-commercial Experience	TECH-11			
12	Production Capacity	TECH-12			
13	Historical Financial Performance	TECH-13			
14	Size of Operation	TECH-14			
15	Pending Contract Information	TECH-15			
17	Any other documents specified in Section IV (Bidding Forms)	TECH-16			
A					
B					
18	Any other documents submitted by the Bidder to strengthen the Bid				
a					
b					
Checklist for Financial Bid					
1	Letter of Financial Bid	FIN-1			
2	Financial Bid Schedules				
a	Price Schedule for Supply to be Supplied from within India	Schedule - 1			

Part A: Techno-commercial Forms

Form TECH-1 Letter of Techno-commercial Bid

(To be executed on company/firm letter head)

[NOTE: The Bidder must accomplish the letter of Techno-commercial Bid on its Letterhead clearly showing the Bidder's Complete name and address]

Date: _____

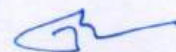
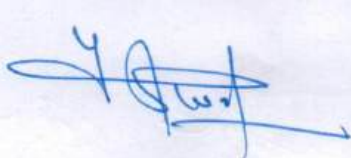
NCB/ICB No.: _____

Alternative No. if permitted: _____

To: [insert complete name of the Purchaser]

I/We, the undersigned, declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with **Instructions to Bidders Clause 1.5.1 [Sections of bidding document]** and I/we will abide by all the terms and conditions mentioned in the bid document.
- (b) I/We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with **Instructions to Bidders ITB 1.7 [Changes to Bidding Document]**.
- (c) I/ We have submitted **bid document cost** of INR **processing fees/ user fees** INR and **bid security amount** INR If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid which is **digitally signed**.
- (d) I/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 Supply and Installations: [insert a brief description of the Supply and Installations].
- (e) Our Bid consisting of the Techno-commercial Bid and the Price Bid shall be valid for a period of [insert validity period as specified in **ITB 2.10 [Period of Validity of Bids]** of the **BDS** 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
- (f) Our Techno-commercial Bid is in conformity with all the Requirement(s) as per **Section V Schedule of Supply**/ Our Techno-commercial Bid is not in conformity with all the Requirement(s) as per **Section V Schedule of Supply** and we are attaching a separate letter detailing the deviations from the requirement given in Section V Schedule of Supply [select one]
- (g) I/We undertake, if our bid is accepted, to commence work on the Supply and Installation and to achieve installation and acceptance within the respective times stated in the Bidding Documents.
- (h) Our firm, including joint venture partners, fulfil all the **eligibility criteria (Nationality, Submission of only one Bid, Debarment and Conflict of Interest)** mentioned in **ITB 1.3 [Eligible Bidder]** and **1.4 [Eligible Supply and Installation Services]**.
- (i) If our Bid is accepted, I/we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or shall submit the Performance Security Declaration for the due performance of the Contract. In case additional quantity is to be supplied than I agree to submit additional performance security.



- (j) I/We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority as may be specified in the Bidding Document.
- (k) I/We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- (l) I/We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded,
- (m) I/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.
- (n) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per **Rule 72 of RTPP Rules.**

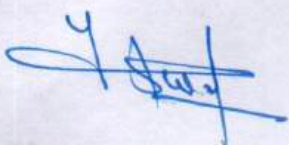
Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

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

Duly authorized to sign the Bid for and on behalf of [insert complete name of the bidder]

Date: [insert date of signing]



Form TECH-2 Power of Attorney for signing of Bid
(To be executed on a non-judicial stamp paper duly notarised)

Know all men by these presents, We.....[name of the firm and Address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. [name], son/daughter/wife of and presently residing at....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the Supply of "....." required by [Name of the Procuring Authority] (the "Authority") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For
[Signature, name, designation and Address]

Witnesses:

1.

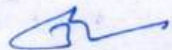
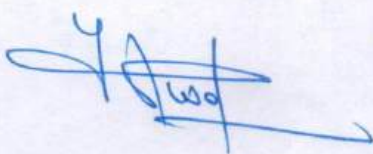
(Notarised)

2.

Accepted

.....
(Signature)

[Name, Title and Address of the Attorney]



Form TECH-3 Bid Security
Bank Guarantee Unconditional
(To be executed on a non-judicial stamp paper)

Form of Bid Security

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

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

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

Bid Security No.: [insert number]

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 Bids No. [insert NIB number] ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] [insert amount in words] payable at Jaipur upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the **Bid Data Sheet** (hereinafter "the BDS"); or
- (b) Having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,
 - (i) Failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
 - (ii) Failed or refused to furnish the performance security, in accordance with the **Instructions to Bidders** (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) Has breached a provision of the Code of Integrity specified in the *RTPP Act*, *RTPP Rules* and the *ITB*.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

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

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

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

[insert name of the Bank]

Dated on _____ day of _____,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture that submits the bid.]

The bottom of the page features several handwritten signatures in blue ink. From left to right, there is a large signature, a smaller one, a signature with the number '59' written above it, and two more signatures on the far right. There are also some faint circular stamps or marks near the signatures.

Form TECH-4 Bid-Securing Declaration
Form of Bid Securing Declaration
(To be executed on a non-judicial stamp paper)

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

Bid No.: [insert number of bidding process]

Alternative No, if permitted: [insert identification No if this is a Bid for an alternative]

To: [insert complete name and address of Procuring Entity]

We, the undersigned, declare that that we are a (Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):

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

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under **Rule 42 (3) of RTPP Rules, 2013**:

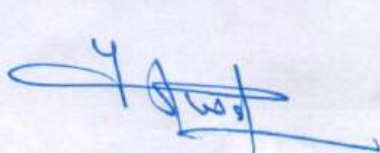
We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [insert designation of the Procuring Entity], for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions. more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the 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]



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

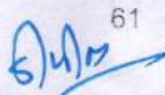
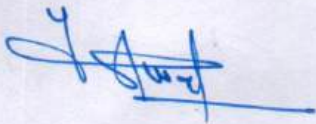
In the capacity of: _____
[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____
[insert complete name and address of the Bidder]

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

Corporate Seal _____
[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid]


61

Form TECH-5 Form of Declaration by the Bidder
(To be executed on a non-judicial stamp paper duly notarized)

In relation to our Bid submitted to[enter designation and address of the procuring entity]
for procurement of.....[insert name of the Goods] in response to their Notice Inviting Bids
No..... Dated.....we hereby declare under **Section 7 and 11 of the Rajasthan Transparency in
Public Procurement Act** that:

1. I/We are eligible and possess the necessary professional, Techno-commercial, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We have not been/have been debarred under Section 46 of RTTP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or any other country then following details to be provided for each Procuring Entity:
 - (i) Name of Entity State/Centre or any other country:
 - (ii) Period of debarment [start and end date]:
 - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition.
 - i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid;
 - g. bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract. This means that any person participating in a procurement process shall –

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

Date:

Place:

Signature of Bidder

Name:

Designation:

Address:



28



Form TECH-6 Land Border Country Declaration

(To be executed on company/firm letter head)

Name of Bidder _____ NCB/ICB Number _____ Page ____ of ____

Item	Description of Supply, Related Services, Installation Services etc.	Country of Origin

I/We have read the **Rule 13 of RTPP Rules** and Government of Rajasthan Notification No. F.2(1)/FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is

- (i) not from such a country
or
(ii) if from such a country or supply of finished goods from such a country has been registered with the Competent Authority as specified in Rule 13 and Government of Rajasthan Notification No. F.2(1)/FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 of RTPP Rules. **(Evidence of valid registration by the Competent Authority shall be attached).**

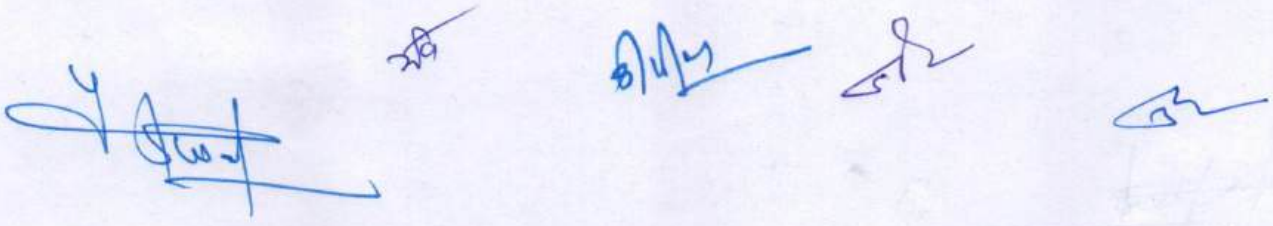
Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

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

Duly authorized to sign the Bid for and on behalf of [insert complete name of the bidder]

Date: [insert date of signing]



Form TECH-7 Manufacturer's Authorization

(To be executed on company/firm letter head)

Date: [insert date]

NCB/ICB No.: _____ [insert number] _____

Alternative No., if applicable: _____

To: [insert complete name and address of Procuring Entity]

WHEREAS

We, who are official manufacturers of _____ having factories at _____ do hereby authorize _____ 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:

We hereby extend our full guarantee / warranty in accordance with **Clause 7.4 [Functional Guarantee] of the General Conditions of Contract**, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name: [insert complete name of person signing the bid]

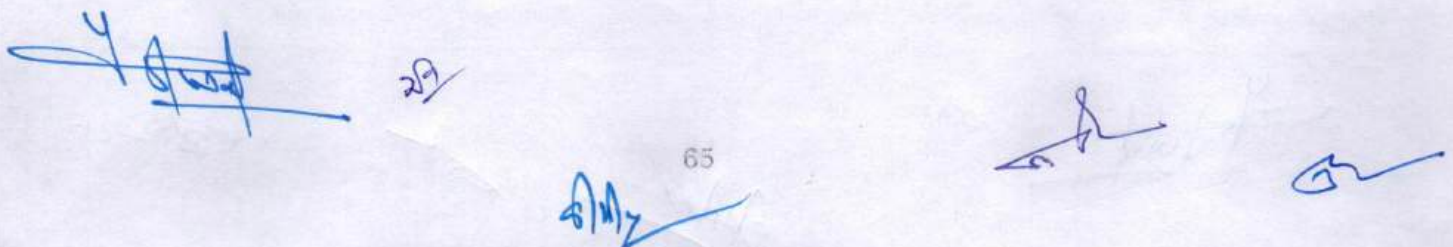
In the capacity of: [insert legal capacity of person signing the bid]

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

Duly authorized to sign the Authorization for and on behalf of (Manufacturer): [insert complete name of the bidder]

Manufacturer' seal: [Affix Seal]

Tel: _____ Fax: _____ e-mail: _____

The bottom of the page features several handwritten signatures in blue ink. On the left, there is a large, stylized signature. To its right is a smaller signature. In the center, there is a signature with a date stamp '2/19' next to it. Below this, there is another signature. To the right of the center, there is a signature with the number '65' written above it. Further right, there is a signature. On the far right, there is a signature. The page is otherwise blank.

Form TECH 3- Bidder's Information Sheet

(To be executed on company/firm letter head)

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	

Attached are copies of the following documents whenever applicable:

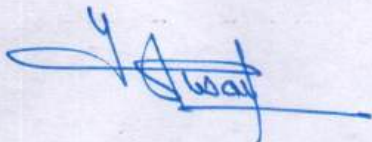
- ☐ Documents defining the constitution or legal status, place of registration, and principal place of business
- ☐ Registrar of Companies along with Memorandum of Association (MOA)) be submitted. or in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid.
- ☐ In case of a partnership firm, Partnership Deed and valid Registration Certificate issued by Registrar of Firms along with Power of Attorney in favour of one partner duly signed by all the partners of the firm authorizing him to represent all partners of the firm in case of Sole Proprietorship, Registration Certificate and complete residential and office address for communication, telephone numbers, emails, etc
- ☐ Self-attested copy of Income Tax Registration Certificate / Permanent Account Number (PAN) Card issued by Income-Tax Department.
- ☐ Self-attested copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return filed and declaration of no default.
- ☐ Valid Registration Certificate issued by District Industries & Commerce Centre (DI&CC), Govt. of Rajasthan, or National Small Industries Corporation (NSIC), New Delhi etc. in case bidder seeks to avail benefit of submission of reduced bid security (ITB 3.1.3) and/or purchase preferences (ITB 7.9) for the goods required under Section V.
- ☐ In case of a single entity, articles of incorporation or constitution of the legal entity named above

Form TECH-10 Contractual Experience
(To be executed on company/firm letter head)

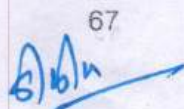
Fill out one (1) form per contract.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	☐ Manufacturer	Supplier
Total Contract Amount	Rs	
If partner in a joint venture or, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with 1.4.2.1 & 2.4.2.1 of Section 3 (Evaluation and Qualification Criteria for both Lowest Priced Bid and Most Advantageous Bid)		

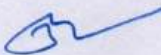
[Note: This form shall only be introduced if Criterion 1.4.2.1 & 2.4.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable as per BDS]. The Procuring Entity reserves the right to verify authenticity of Bidder submissions.





67






Form TECH- 11 Techno-commercial Experience

(To be executed on company/firm letter head)

Fill out one (1) form per contract.

Techno-commercial Experience			
Name of Product			
Manufacturer:		Address and Nationality:	
Requirements in Accordance with Criterion 1.4.2.2 & 2.4.2.2 of Section 3 (Evaluation and Qualification Criteria for both Lowest Priced Bid and Most Advantageous Bid)			
(i) Product has been in production for at least years.			
(ii) Product (or equipment) has been sold a minimum of units of similar type and specification over the last three (3) years.			
(iii) Product has been in operation for a minimum of years.			

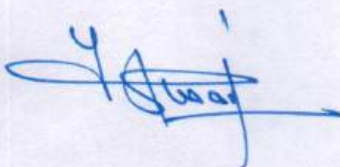
[Note: This form shall only be included if Criterion 1.4.2.2 & 2.4.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable as per BDS. Add pages as necessary. The Procuring Entity reserves the right to verify authenticity of Bidder submissions]

Form TECH- 12 Production Capacity
(To be executed on company/firm letter head)

Fill out one (1) form per product and manufacturer.

Production Capacity			
Name of Product			
Manufacturer:		Address and Nationality:	
Requirements in Accordance with Criterion 1.4.2.3 and 2.4.2.3 of Section 3 (Evaluation and Qualification Criteria for both Lowest Priced Bid and Most Advantageous Bid)			
Production facility 1 (include location):			
Production facility 2 (include location):			
Production facility 3 (include location):			

[Note: This form shall only be included if Criterion 1.4.2.3 and 2.4.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable as per BDS. The Procuring Entity reserves the right to verify authenticity of Bidder submissions.]



28




Form TECH-13 Historical Financial Performance

(To be executed on company/firm letter head)

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

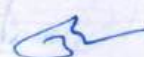
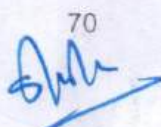
Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			
Most Recent Working Capital		To be obtained for most recent year	



70



Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

[Note: This form shall only be included if Criterion 1.4.3.1 and 2.4.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable as per BDS]



29

71
6/1/4



Form TECH- 14 Size of Operation (Average Annual Turnover)
(To be executed on company letter head)

Each Bidder must fill out this form.

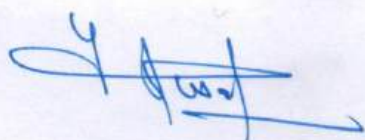
The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in preceding(3 to 5 years).

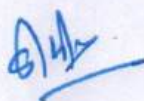
In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the preceding ____ Years			
Year	Amount Currency	Exchange Rate	Rs Equivalent
Average Annual Turnover			

[Note: This form shall only be included if Criterion 1.4.3.2 and 2.4.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable as per BDS]







Form TECH- 15 Contract in Hand
(To be executed on company letter head)

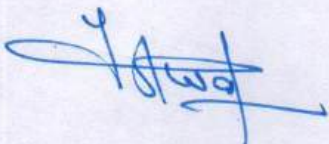
Each Bidder must fill out this form in accordance with Criteria 1.4.4 of Section 3 (Evaluation and Qualification Criteria) to describe any history of non-performing contracts.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the following:

Joint Venture Partner's name: _____

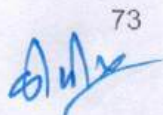
Joint Venture Partner: _____

Contracts under execution			
Choose one of the following:			
i. Below is a description of contracts the Bidder (or each JV member, if Bidder is a Joint Venture			
Year	Description	Amount of Non-performed Portion of Contract (INR)	Total Contract Amount (INR)
[Insert Year]	a. Contract Identification: [indicate complete contract name/ number, and any other identification] b. Name of Procuring Entity: [insert full name] c. Address of Procuring Entity: [insert street/ city/ country] d. Stage of Execution:	[Insert Amount]	[Insert Amount]



29

73



Part B: Financial Forms

Form FIN1- Letter of Price Bid

[Note: The bidder must accomplish the Letter of Price Bid on its Letterhead clearly showing the Bidder's Complete name and address]

Date: _____

NCB/ICB No.: _____

Alternative No.: _____

To: [insert complete name of the Purchaser]

We, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with **Instructions to Bidders (ITB) 1.5**.
- (b) I/We offer to supply in conformity with the Bidding Document and in accordance with Section V (Schedule of Supply), the following Supply and Installation: **[insert a brief description of the Supply and Installation]**
- (c) The total price of our Bid, is

[Note: Amount of Indian Rupees in words in case of NCB], [amount in figures], and, if permitted, [amount of foreign currency in words in case of ICB], [amount in figures].

The total bid price from the price schedules should be entered by the bidder. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (d) Our Bid shall be valid for a period of **[insert validity period as specified in ITB 2.10 of the BDS.]** 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.
- (e) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (f) 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.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

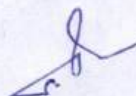
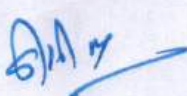
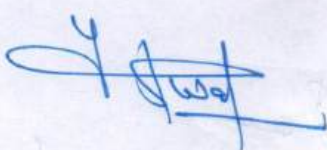
Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

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

Duly authorized to sign the Bid for and on behalf of [insert complete name of the bidder]

Date: [insert date of signing]



Schedule-1 Price Schedule for Supply

(To be offered from within – India)

(To be quoted in financial bid only)

Price bid

Scope of Work: Fabrication and supply of Emergency Responders Kit for attending fire and rescue emergencies as per tender technical specifications.(Two Bid System)

Part 2A:

Sr. No.	Description Of Article	Qty (No.)	Rate per No. (INR)	Total Cost (INR)
1	SUPPLY 12650 OF EMERGENCY RESPONDER KIT (ERK)	12650		
Total				
Total In Words: Rs.				

PART 2B

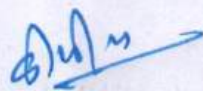
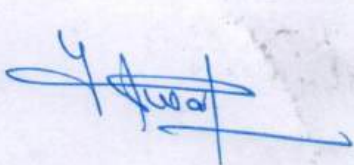
Sr. No.	Description Of Article/Equipment's	Qty (No.)	Rate per No. (INR)	Total Cost (INR)
1				
Total				
Total In Words: Rs.				

Important Instructions to Bidders

1. The bidder shall quote item-wise rates for all 16 individual items/equipment's listed in this Part-B schedule.
2. The bidder must provide all 16 items.
3. The total price quoted in Part-2A shall be considered for financial evaluation and determination of L1 bidder only.
4. Part-2B shall not be used for evaluation or ranking of bids.
5. The item-wise rates quoted in Part-2B shall be used for reference purposes, only.
6. The bidder shall ensure that the sum of the individual component prices reasonably corresponds with the overall price quoted in Part-2A.

Note- The quoted rates shall be inclusive of all taxes, duties, customs, entry tax, GST, freight, insurance and any other Government levies as may be applicable. No extra payment will be made to contract or other than above rates quoted by him.

VOLUME II – Schedule of Supply



Section V: Schedule of Supply

1. List of Supplies

Lot No.:				
Lot Name:				
Item No.	Description of Supplies and Installation Services	Unit of Measurement	Quantity	Delivery Location of Supplies and Installation
1.	Supply of Emergency Responders Kit	Numbers	12650	The Successful Bidder will supply ERK kit in the following districts- Ajmer, Alwar, Bikaner, Barmer, Bharatpur, Jalore, Jodhpur, Jaipur, Jhalawar, Kota, Nagaur, Pali, Sirohi. In each district ERK kit will be supplied at four centres; NCC, NSS, NYKS, Bharat Scout Guide.

Item No.	Description of Supplies under Emergency Responders Kit	Image	Quantity
1	PERSONAL FLOATATION DEVICE (LIFE JACKET MADE OF POLYURETHANE FOAM) Specification: - • Jacket Color - Orange with Department LOGO (DMR&CD, RAJASTHAN) • Coating - Pu Coated • Material - Foam • Capacity - Up to 140 Kg • Weight should not be more than 01 kg • Size - Universal, waist belt should be 175 CM. Chest- 40-60" • Tape - Retro - Reflective Tape Panels • Fabric - Water Repellent/Resistant • The buoyancy should be 193N, weight should be less than 1KG • The jacket should be certified according to ISO 9001:2015. • BIS/IRS/ SOLAS Certified.		1
2	TORCH OR EMERGENCY LIGHT (SOLAR ENABLED) Specification:- • 25 watt LED • Color- All Color • Torch type • Lithium Battery 2400 mAh, Chargeable time 5 to 6 hrs. • The torch shall have solar charging as well as normal charging • BIS/ISI Certified		1

3	SAFETY GLOVES (CANVAS/LEATHER) (1 Pair) Specification:- - The gloves shall be made of high strength composite SSF liner with U2 knit pattern or equivalent. - The gloves shall be comfortable with excellent cut resistance performance, Level D ISO 13997 or equivalent. - The gloves shall have natural rubber palm coating with crinkle finish Reusable Washable fabric. - The gloves shall have excellent abrasion, tear & puncture Resistance or equivalent. - The length of the gloves shall be 230-250mm (+- 5mm) - PVC-4-414 (Material)		1
4	POCKET KNIFE Specification:- - Made from synthetic material or hard Plastic, - Sharp edge Stainless Steel foldable.		1
5	FIRST AID KIT Specification:- - The box should be of orange color made up of HDPE material. - Should contain first aid guide. - The dimension shall be 26.5 by 21.3 by 8.9 cms. - The First Aid Kit shall be for 15 Person. - Adhesive Bandage (Unit-1) - Adhesive Bandage Round (Unit-1) - Pain Relief Gel(Unit-1) - Antiseptic Liquid(Unit-1) - Paracip (unit-1, 5 Peace) - One small scissor - Thermometer - Tweezers, Adhesive tape, Gloves, Safety pin - Triangle Bandage (5-Piece) - Burn Tape (1-Unit) - It should contain Bi Lingual (Hindi and English) First Aid Guide.		1 Set
6	GAS LIGHTER Specification:- Material - Plastic with Glass		1
7	WHISTLE Specification:- It should be a good quality Stainless Steel Whistle with neck strap.		1

8	WATER BOTTLE Specification:- • 750 ML Non Breakable Plastic. • Food grade pet material & leak proof.		1
9	RUCKSACK (ONE) AND MOSQUITO NET (ONE) Specification:- • Color — Orange Polyester • It should be water resistant, made of PU coated Fabrics and light weight. • The rucksack should be (Length-68 cms breadth-32 cms, width-24 cms) and the capacity should be approximately 55 Liters. • The back panel shall be sufficiently padded and cushioned with a breathable mesh. • It should have waist straps for weight distribution • It should have two adjustable straps at the back to place a mat or tent. • It should come along with a rain cover. • Should have pockets for keeping small items.		1
10	MOSQUITO NET (Single Bed) 6 feet X 3 feet, white/saffron colour, High density polyethylene with small holes		1
11	RED COLOR UNIFORM DRESS (TWO) WITH NDMA LOGO BACKSIDE AND SDMA LOGO FRONT SIDE AND TRACKSUITS (ONE) Specification:- • Material- Polyester dry fit mesh fabric. • With NDMA/SDMA, Logo with reflective • 150 GSM with standard color half sleeves.		2
12	WATER RESISTANT CLOTHING/RAINCOAT Specification:- • Size — Regular fit and XL • Color- Orange • Fabric- 100% Polyester taffeta water-resistant fabric with 100% PVC lining minimum 15 microns. • Set should have reversible Jacket, Pant & Hood		1
13	GUM BOOTS (1 Pair) Specification:- • Color – Black • Anti - Slip • Waterproof • Weight-Upto 700 G • Material- Rubber Standard • Size-7 to 10		1

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14	SAFETY GOGGLES Specification:- - Size - Free-size - reliable UV 400 protection - Scratch-proof exterior, permanently anti-fog interior. - soft, non-slip arm end		1
15	SAFETY HELMET (WATER RAFTING) Specification:- - Material Molded Plastic - The helmet should be Moulded tough ABS - It shall be very well ventilated and light in weight - It shall come along with adjustable leather padded headband and a leather lined chin strap - It shall come along with an elastic headlamp attachment point. - Helmet should be ISI/BIS Certified.		1
16	STATIC MULTIPURPOSE ROPE (DEFENCE) 50 METER Specification:- 10 mm thickness - Shock absorption capacity, - Good absorption resistance, - Easy knotting possible, - Minimum strength/breaking capacity 600 kg (15-22 kN).		1

2. Delivery and Completion Schedule

The delivery period shall start as of the date of issue of Letter of Acceptance or date of signing of Contract whichever is earlier.

Item No.	Description of Supplies and Installation Services	Delivery Schedule (Duration)	Location of Supplies
1	Supply of Emergency Responders Kit	20 Days From date of receiving the work order.	The Successful Bidder will supply ERK kit in the following districts-Ajmer, Alwar, Bikaner, Barmer, Bharatpur, Jalore, Jodhpur, Jaipur, Jhalawar, Kota, Nagaur, Pali, Sirohi. In each district ERK kit will be supplied at four centres; NCC, NSS, NYKS, Bharat Scout Guide.

3. Techno-commercial Specifications of items included in Emergency Responders Kit:

SR. No.	Techno-commercial Requirement as per Specifications and Standards	Item	Minimum Requirement	Meets or Do not Meet	Whether Samples are Required
1	Jacket Color - Orange with Department LOGO (DMR&CD, RAJASTHAN)	PERSONAL FLOATATION DEVICE (LIFE	1		

	Coating - Pu Coated Material – Foam Capacity - Up to 140 Kg Weight should not be more than 01 kg Size – Universal, waist belt should be 175 CM. Chest- 40-60” Tape - Retro – Reflective Tape Panels Fabric - Water Repellent/Resistant The buoyancy should be 193N, weight should be less than 1KG The jacket should be certified according to ISO 9001:2015, BIS/IRS/ SOLAS Certified.	JACKET MADE OF POLYURETHANE FOAM)			
2	25 watt LED Color- All Color Torch type Lithium Battery 2400 mAh, Chargeable time 5 to 6 hrs. The torch shall have solar charging as well as normal charging BIS/ISI Certified	TORCH OR EMERGENCY LIGHT (SOLAR ENABLED)	1		
3	The gloves shall be made of high strength composite SSF liner with U2 knit pattern or equivalent. The gloves shall be comfortable with excellent cut resistance performance, Level D ISO 13997 or equivalent. The gloves shall have natural rubber palm coating with crinkle finish Reusable Washable fabric. The gloves shall have excellent abrasion, tear & puncture Resistance or equivalent. The length of the gloves shall be 230-250mm (+- 5mm) PVC-4-414 (Material)	SAFETY GLOVES	1		
4	Made from synthetic material or hard Plastic Sharp edge Stainless Steel, foldable	POCKET KNIFE	1		
5	The box should be of orange color made up of HDPE material. Should contain first aid guide. The dimension shall be 26.5 by 21.3 by 8.9 cms. The First Aid Kit shall be for 15 Person. Adhesive Bandage (Unit-1) Adhesive Bandage Round (Unit-1) Pain Relief Gel(Unit-1) Antiseptic Liquid(Unit-1) Paracip (unit-1, 5 Peace) One small scissor	FIRST AID KIT	1		

	Thermometer Tweezers, Adhesive tape, Gloves, Safety pin Triangle Bandage (5-Piece) Burn Tape (1-Unit) It should contain Bi Lingual (Hindi and English) First Aid Guide.				
6	Material - Plastic with Glass	GAS LIGHTER	1		
7	It should be a good quality Stainless Steel Whistle with neck strap.	WHISTLE	1		
8	750 ML Non Breakable Plastic. Food grade pet material & leak proof.	WATER BOTTLE	1		
9	Color — Orange Polyester It should be water resistant, made of PU coated Fabrics and light weight. The rucksack should be (Length-68 cms breadth-32 cms, width-24 cms) and the capacity should be approximately 55 Liters. The back panel shall be sufficiently padded and cushioned with a breathable mesh. It should have waist straps for weight distribution It should have two adjustable straps at the back to place a mat or tent. It should come along with a rain cover. Should have pockets for keeping small items.	RUCKSACK BAG	1		
10	(Single Bed) 6 feet X 3 feet, white/saffron colour, High density polyethylene with small holes	MOSQUITO NET	1		
11	Material- Polyester dry fit mesh fabric. With NDMA/SDMA, Logo with reflective 150 GSM with standard color half sleeves.	Uniform Dress (T-Shirt)	2		
12	Size — Regular fit and XL Color- Orange Fabric- 100% Polyester taffeta water-resistant fabric with 100% PVC lining minimum 15 microns. Set should have reversible Jacket, Pant & Hood Adjustable hood	Raincoat (PONCHO)	1		
13	Color – Black Anti - Slip Waterproof Weight-Upto 700 G Material- Rubber Standard Size-7 to 10	GUMBOOTS	1		
14	Size - Free-size reliable UV 400 protection Scratch-proof exterior, permanently anti-	SAFETY GOGGLES	1		

	fog interior. soft, non-slip arm end				
15	Material Molded Plastic The helmet should be Moulded tough ABS It shall be very well ventilated and light in weight It shall come along with adjustable leather padded headband and a leather lined chin strap It shall come along with an elastic headlamp attachment point. Helmet should be ISI/BIS Certified.	SAFETY HELMET	1		
16	10 mm thickness Shock absorption capacity, Good absorption resistance, Easy knotting possible, Minimum strength/breaking capacity 600 kg (15-22 kN).	STATIC MULTIPURPOSE ROPE(DEFENCE) 50 METER	1		

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3. Drawings

These Bidding Document includes the following drawings: Not applicable

[If documents are to be included, insert the List of Documents]

List of Drawings		
Drawing No.	Title of drawing	Purpose

4. Inspections and Tests

The following inspections and tests shall be performed:

The supplier shall ensure that each item indicated in the schedule of requirement conforms to the laid down specifications.

The Procuring Entity or its representatives may inspect/test any or all the items to confirm their conformity to the contract specification, prior to dispatch from the manufacturer's premises or place of dispatch informed by the supplier. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at the destination to verify conformity to technical specification. The Supplier shall bear the cost of all sampling and testing, and/ or pre-dispatch inspections at its premises.

Samples shall be picked up by the Procuring Entity from the lot offered for supply. Pre-dispatch inspections and testing shall be offered by the Supplier at mutually agreed location, about 15 day before the scheduled date of dispatch

VOLUME III – Contracts

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28

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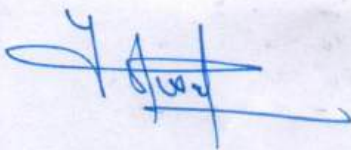
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Section VI A: General Conditions of Contract

The General Conditions Contract (GCC) contain suggestive provisions that have been designed to remain unchanged and to be used without modifying their text. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced through the Special Conditions of Contract (SCC).

The GCC is a Contract document and, therefore, it is a part of the Contract.



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1. Introduction

#	Clause		Sub-Clause
1.1.	Definitions	1.1.1.	The following words and expressions shall have the meanings hereby assigned to them: i. 'Act.' means the Rajasthan Transparency in Public Procurement Act., 2012. ii. "Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013 iii. "Completion" means the fulfilment of the Supply Services by the Supplier in accordance with the terms and conditions set forth in the Contract. iv. "Contract" means the contract entered between the Procuring Entity and the successful bidder (Supplier) concerning the subject matter of procurement, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. v. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto. vi. "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. vii. "Day" means calendar day. viii. "Delivery" means the transfer of the Supply from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract. ix. "GCC" mean the General Conditions of Contract x. "Supply" means "Goods" includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves xi. "Procuring Entity" means an entity referred to in Section 3(2) of RTPP Act. xii. "Installation Services" means the services incidental to the supply of the Supply, such as insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the Supplier under the Contract.

#	Clause		Sub-Clause
			xiii. "SCC" means the Special Conditions of Contract. xiv. "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. xv. "The Site" where applicable, means the place of delivery, installation, testing/commissioning of the Supply/equipment or machinery or any other place named in the SCC.
1.2.	Interpretation	1.1.2.	In the Contract, except where the context requires otherwise. i. words indicating one gender include all genders. ii. words indicating the singular also include the plural and words indicating the plural also include the singular. iii. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; iv. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record. v. The word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender document" with "bidding document". vi. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

2. General

#	Clause		Sub-Clause
2.1.	General Terms	2.1.1.	Incoterms In case of International Competitive Bidding: i. The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. ii. EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.
		2.1.2.	Entire Agreement The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the GCC, SCC, bidding forms, schedules, appendices, all attachments listed in the agreement.

#	Clause		Sub-Clause
		2.1.3.	Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
		2.1.4.	"Origin" means the place where the Plant/ Machinery and Equipment and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant/ Machinery and Equipment components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.
2.2.	Contract Documents	2.2.1.	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.
2.3.	Code of Integrity	2.3.1.	The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the Section 11 of RTPP Act and Rule 80(2) of RTPP Rules . Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below: i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party. ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party iv. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
		2.3.2.	The Procuring Entity shall take action against the Supplier under Section 11(3), 46 and chapter IV of RTPP Act , if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive, or collusive practices in competing for or in execution of the Contract.

#	Clause		Sub-Clause
		2.3.3.	The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.
2.4.	Language	2.4.1.	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		2.4.2.	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
2.5.	Notices	2.5.1.	A notice, consent or other communication under this Bid is only effective if it is in writing (written form or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address [or facsimile number] as specified in SCC . It is regarded as received at the time and on the day it is actually received on any calendar days.
		2.5.2.	For the purposes of this clause, a party's address and facsimile number are those(s) set out in contract, unless the party has notified a changed address or facsimile number in which case the notice, consent, approval or other communication must be to that address or number.
		2.5.3.	If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause.
2.6.	Governing Law	2.6.1.	The Contract shall be governed by and interpreted in accordance with the laws of the Central Government and laws of state Government of Rajasthan.
2.7.	Joint Venture	2.7.1.	The supplier should ensure the compliance with Rule 39 (1) (a) and (b) of RTPP Rules
		2.7.2.	The provisions for JV as specified in Appendix A2 of this bid document will apply

3. Contract

#	Clause		Sub-Clause
3.1.	Scope of Supply	3.1.1.	The Supply and Installation Services for Plant/ Machinery & Equipment to be supplied shall be as specified in Section V- Schedule of Supply .
		3.1.2.	Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, 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 Supply and Installation Services for Plant/ Machinery & Equipment as if such items were expressly mentioned in the Contract.
		3.1.3.	Unless otherwise expressly limited in the Procuring Entity's Requirements, the Supplier's obligations cover the provision of all Supply and the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant/ Machinery & Equipment, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section V- Schedule of Supply. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC Sub-Clause 3.1.4 below) and accessories; Supplier's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage.
		3.1.4.	In addition to the supply of Mandatory Spare Parts included in the Contract, the Supplier agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the SCC and the provisions, if any, specified in the SCC . However, the identity, specifications, and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Procuring Entity and the Supplier, and the price of such spare parts shall be that given in Price Schedule No. 7 , which shall be added to the Contract Price.
3.2.	Time for Commence and Completion	3.2.1.	The Supplier shall commence work on the Facilities within the period specified in the SCC and without prejudice to GCC Clause 7.2 (Liquidated Damages) if at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Supply or completion of Installation Services pursuant to GCC Clause 6.10 [Completion of Facilities] , 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.

#	Clause		Sub-Clause
		3.2.2.	The Supplier shall complete work on the Facilities within the period specified in the SCC . Except in case of Force Majeure, as provided under GCC Clause 8.6 [Force Majeure] , or reasons beyond the control of the Supplier under GCC Clause 3.2.1 [Time for Commence and Completion] , 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 7.2 [Liquidated Damages] .
3.3.	Supplier's responsibility	3.3.1.	The Supplier shall design, manufacture, supply and carry out Installation Services of Plant/ Machinery and Equipment included in the Section V-Schedule of Supply in accordance with GCC Clause 3.1 [Schedule of Supply] and the Delivery and Completion Schedule, as per GCC Clause 6.9 [Delivery] .
		3.3.2.	The Supplier shall design, manufacture including supply of associated purchases, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.
		3.3.3.	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Procuring Entity, and on the basis of information that the Supplier could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date <i>twenty-eight (28) days</i> prior to Bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
		3.3.4.	The Supplier shall comply with all laws in force in India where the Facilities are to be implemented. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.
		3.3.5.	Any Supply and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 2.1.4 [Country of Origin] .
		3.3.6.	If the Supplier is a joint venture, all such persons shall be jointly and severally bound to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Procuring Entity.

#	Clause		Sub-Clause
		3.3.7.	For proper execution of work the supplier will provide project manager/supervisor as agreed upon between 14 days of effective date of contract. The supplier personal will regularly interact with Procuring Entity and provide progress details as and when required.
		3.3.8.	The Supplier shall conform to the sustainable procurement contractual provisions, if any and as specified in the SCC .
3.4.	PE's responsibility	3.4.1.	Whenever the Supply or Installation Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so, requested by the Supplier, will make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.
		3.4.2.	The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Contract Agreement. The Procuring Entity shall give full possession of and accord all rights of access thereto on or before the date(s) specified in the contract.
		3.4.3.	Unless otherwise specified in the Contract or agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Supplier to properly carry out Pre-commissioning, Commissioning and Guarantee Tests.
		3.4.4.	The Procuring Entity shall be responsible for the continued operation of the Facilities after Completion and shall be responsible for facilitating the Guarantee Test(s) for the Facilities.

4. Contract Price and Payment

#	Clause		Sub-Clause
4.1.	Contract Price	4.1.1.	The Contract Price shall be as specified in the Agreement subject to any additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) thereto, or deductions (Statutory Variation in Taxes on lower side, Liquidated Damages Levied), price variation, if any therefrom, as may be made pursuant to the Contract.

#	Clause		Sub-Clause
		4.1.2.	Prices charged by the Supplier for the Supply delivered and the Installation Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments, if authorized in the SCC.
		4.1.3.	Price Adjustment, if applicable, may be calculated as per Appendix A1 to the GCC. Price adjustment shall be applicable in contracts having Non-Ferrous items or delivery completion period above 18 months.
		4.1.4.	Price Fall Clause for Rate Contract as per Rule 29 2 (h) of RTPP Rule: Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar Supply, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
4.2.	Terms of Payment	4.2.1.	The terms of payment of the Contract Price shall be as specified in the SCC. However, if first payment to supplier is a part payment after receipt of supply, full payment of Goods and Services Tax (GST) would be done along with the first payment.
		4.2.2.	The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Supply delivered and Installation Services performed, and by the documents submitted pursuant to GCC Clause 6.9 [Delivery] and upon fulfilment of all the obligations stipulated in the Contract.
		4.2.3.	Payments should be made by the Procuring Entity, after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it as per conditions of contract. All remittance charges shall be borne by the supplier.

#	Clause		Sub-Clause
		4.2.4.	The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees unless otherwise specified in the SCC .
		4.2.5.	Payment in case of those Supply which need trials or testing as specified in Section V- Schedule of Supply shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.
		4.2.6.	i. Advance Payment will not be made except in rare and special cases and as provided for in the Contract. In case of advance payment being made, it shall be to the extent and on conditions and against a confirmed bank guarantee for 100% of the advance. The amount of advance shall be used exclusively for supplies against the Contract. The amount, conditions and guarantee will be specified in SCC. ii. If advance payment is to be made after dispatch of Supply by the Supplier, it will be made after presenting the proof of dispatch through the bank and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Supplier.
4.3.	Taxes and Duties	4.3.1.	For Supply supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
		4.3.2.	For Supply supplied from within India or outside India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Supply at site to the Procuring Entity.
		4.3.3.	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.
4.4.	Performance Security	4.4.1.	The Supplier shall, within fifteen (15) days or a period specified in SCC , of the Notification of Award, sign the Contract Agreement and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract for the amount specified in the SCC .
		4.4.2.	The Performance Security shall be denominated in the currency of the Contract as specified in Rule 75 of RTPP Rules .
		4.4.3.	The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below: i. when Supplier fails to complete the Supply or Installation Services

95

#	Clause		Sub-Clause
			satisfactorily within the time specified; or ii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders in RTPP Act and Chapter VI of RTPP Rules and as specified in GCC Clause 2.3. iii. If in the judgement of the Procuring Entity has found that undertaking submitted under TECH-6 Country of Origin Declaration Form and Certificate by the Supplier (s), is found to be false 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.
		4.4.4.	The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier following the date of satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty and/ or maintenance obligations, unless specified otherwise in the SCC.

5. Intellectual Property

#	Clause		Sub-Clause
5.1.	License/ Use of Techno-commercial Information	5.1.1.	For the operation and maintenance of the Plant/ Machinery and Equipment, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Procuring Entity under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Procuring Entity a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other Techno-commercial information disclosed to the Procuring Entity under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Procuring Entity.
5.2.	Copyright	5.2.1.	The copyright in all design, technology, process, drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the supplier or any other third party, shall be with Procuring Entity and Government of Rajasthan.
5.3.	Confidential Information	5.3.1.	In addition to the requirements of the provisions of Section 49 of RTPP Act and Rule 77 of RTPP Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been

#	Clause		Sub-Clause
			furnished prior to, during or following completion or termination of the Contract. However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.
		5.3.2.	The Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		5.3.3.	The obligation of a party under GCC Sub-Clauses 5.3.1 and 5.3.2 above, however, shall not apply to information that: i. the Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract. ii. now or hereafter enters the public domain through no fault of that party. iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
		5.3.4.	The above provisions of GCC Clause 5.3 [Confidential Information] shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
		5.3.5.	The provisions of GCC Clause 5.3 [Confidential Information] shall survive completion or termination, for whatever reason, of the Contract.

6. Execution of Facilities

#	Clause		Sub-Clause
6.1.	Representative	6.1.1.	Project Manager: If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress

97

#	Clause		Sub-Clause
			of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Supplier. The Project Manager shall always represent and act for the Procuring Entity during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. All notices, instructions, information, and other communications given by the Supplier to the Procuring Entity under the Contract shall be given to the Project Manager, except as herein otherwise provided.
		6.1.2.	<u>Supplier's Representative</u> i. If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in writing to approve the person so appointed. If the Procuring Entity makes no objection to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 6.1.2.(i) shall apply thereto. ii. The Supplier's Representative shall represent and act for the Supplier at all times during the performance of the Contract and shall give to the Project Manager all the Supplier's notices, instructions, information and all other communications under the Contract. iii. All notices, instructions, information and all other communications given by the Procuring Entity or the Project Manager to the Supplier under the Contract shall be given to the Supplier's Representative or, in its absence, its deputy, except as herein otherwise provided. iv. The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents thereto, the Supplier shall appoint some other person as the Supplier's Representative, pursuant to the procedure set out in GCC Sub-Clause 6.1.2.(i). v. The Supplier's Representative may, subject to the

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#	Clause		Sub-Clause
			approval of the Procuring Entity which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Procuring Entity and the Project Manager. vi. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 6.1.2.(ii) shall be deemed to be an act or exercise by the Supplier's Representative. vii. From the commencement of installation of the Facilities at the Site until Completion, the Supplier's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Supplier and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy. viii. The Procuring Entity may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under Installation. The Procuring Entity shall provide evidence of the same, whereupon the Supplier shall remove such person from the Facilities. ix. If any representative or person employed by the Supplier is removed in accordance with GCC Sub-Clause 6.1.2.(v), the Supplier shall, where required, promptly appoint a replacement.
6.2.	Work Program	6.2.1.	i. <u>Supplier's Organization</u> The Supplier shall supply to the Procuring Entity and the Project Manager a chart showing the proposed organization to be established by the Supplier for carrying out work on the Facilities within twenty-one (21) days of the Effective Date.

#	Clause	Sub-Clause
		The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Supplier shall promptly inform the Procuring Entity and the Project Manager in writing of any revision or alteration of such an organization chart. ii. <u>Program of Performance</u> Within twenty-eight (28) days after the Effective Date, the Supplier shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Supplier reasonably requires that the Procuring Entity shall have fulfilled its obligations under the Contract so as to enable the Supplier to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Supplier shall accord with the Time Schedule included in the Contract Agreement, and any other dates and periods specified in the Contract. The Supplier shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion specified in the SCC pursuant to Sub-Clause 6.2.1.(ii) and any extension granted in accordance with GCC Clause 9.2.1 [Extension of Time for Completion] and shall submit all such revisions to the Project Manager. iii. <u>Progress Report</u> The Supplier shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 6.2.1.(iii) above and supply a progress report to the Project Manager every month. The progress report shall be in a form acceptable to the Project Manager and shall indicate: a. percentage completion achieved compared with the planned percentage completion for each activity; and b. where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken. iv. <u>Progress of Performance</u>

#	Clause		Sub-Clause
			If at any time the Supplier's actual progress falls behind the program referred to in GCC Sub-Clause 6.2.1(ii), or it becomes apparent that it will so fall behind, the Supplier shall, at the request of the Procuring Entity or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Clause 3.2.1 [Time for Commence and Completion] any extension thereof entitled under GCC Clause 9.2.1 [Extension of Time for Completion], or any extended period as may otherwise be agreed upon between the Procuring Entity and the Supplier. v. Procedures The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Procuring Entity's Requirements
6.3.	Specifications and Standards	6.3.1.	Techno-commercial Specifications and Drawings: i. The Supplier shall ensure that the Supply and Installation Services of Plant/ Machinery & Equipment comply with the Techno-commercial specifications and other provisions of the Contract. The Supplier shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice. ii. The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other Techno-commercial documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Procuring Entity or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity. iii. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity. The reasons for such disclaimer shall have to be explained by the Supplier.

28

101
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#	Clause	Sub-Clause	
			v. The Supply and Installation Services of Plant/ Machinery & Equipment supplied under this Contract shall conform to the standards mentioned in Section V- Schedule of Supply
		6.3.2.	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V- Schedule of Supply . During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 2.1 .
		6.3.3.	The supply of articles if specified Section V- Schedule of Supply , shall in addition, conform strictly to the approved samples. The decision of the Procuring Entity whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier.
6.4.	Procurement	6.4.1.	If the Procuring Entity shall furnish any item to Supplier, then it is the Supplier's responsibility to ensure that the item is received from Procuring Entity in sound condition, transport the item at its own risk and expense and furnish to the Procuring Entity any Bank Guarantee of value as decided by the Procuring Entity in lieu of handing over the item to the supplier for the period till the item will be in possession of the supplier.
		6.4.2.	The Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in India where the Site is located which such authorities or undertakings require the Supplier to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas if required for the Supplier's and Sub Supplier's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Procuring Entity hereof and that are necessary for the performance of the Contract.
6.5.	Transportation	6.5.1.	Unless otherwise specified in the SCC , obligations for transportation of the Supply shall be in accordance with the

#	Clause		Sub-Clause
			conditions and Incoterms specified in Sections V- Schedule of Supply .
		6.5.2.	In case of Supply from within India or outside India, the Supply shall be supplied at locations specified in Section V- Schedule of Supply . All transportation charges, local taxes, etc. shall be borne by the Supplier.
		6.5.3.	The Supplier shall, at its own expense, handle all imported materials and Supplier's Equipment at the point(s) of import and shall handle any formalities for customs clearance, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Procuring Entity, the Procuring Entity shall take all necessary steps to comply with such laws or regulations.
6.6.	Installation, Erection, Training and Commissioning	6.6.1.	Unless otherwise specified in the SCC, obligations for Installation, Erection, Training and Commissioning of the Supply shall be in accordance with the conditions and Incoterms specified in Sections V- Schedule of Supply. For installation, Erection, Training and Commissioning of the Supply purpose the supplier shall be responsible for engagement of staff and labour, follow labour laws of India, pay to the staff and laborers minimum wages as fixed by Government of India, follow the working hour rules, provide safe working condition, look after health and safety, and provide basic amenities like drinking water, foodstuff etc.
		6.6.2.	Supplier's Supervision- The Supplier shall give or provide all necessary superintendence during the installation of the Facilities, and deputed personnel shall be available on the Site to provide superintendence of the installation. Specific requirement if any of Supervision is mentioned in SCC.
6.7.	Sample Test & Inspection	6.7.1.	The Procuring Entity or his authorized representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery <u>prior to/</u> during manufacturing process or afterwards as may be decided.
		6.7.2.	The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or

29

103

#	Clause		Sub-Clause
			inspections of the Goods and Installation Services as are specified in Sections V- Schedule of Supply.
		6.7.3.	The sampling, inspections, and/or tests and/or trials may be conducted on the premises of the Supplier at point of delivery, and/or at the final destination of the Goods, or at another place in India if specified in SCC . All such sampling, inspections and/ or testing shall be at the cost of the Supplier. Subject to GCC Sub-Clause 6.7.4 [Sample, Test and Inspection] , if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to specification codes, designs, drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
		6.7.4.	The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/or trials referred to in GCC Sub-Clause 6.7.3 [Sample, Test and Inspection] , provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance, like travelling and boarding and lodging expenses.
		6.7.5.	Whenever the Supplier is ready to carry out any such tests, and/or trials and/or inspections, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or trials and/or inspections. The Supplier shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
		6.7.6.	The Procuring Entity may require the Supplier to carry out any test and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the Techno-commercial specifications, codes and standards and samples supplied with the Bid under the Contract, provided that the expenses incurred in the carrying out of such tests and/or trials and/or inspection shall be borne by the supplier.

#	Clause		Sub-Clause
		6.7.7.	The Supplier shall provide, the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections.
		6.7.8.	Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications and with the approved samples and trials, if any. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, or reputed testing house and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
		6.7.9.	The Procuring Entity may reject any Goods or any part thereof that are received but fail to pass any tests and/or trials and/or inspections or do not conform to the specifications and samples supplied with the Bid, if any. The Supplier shall replace such rejected Goods or parts thereof within specified time period, at no cost to the Procuring Entity, and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 6.7.5 [Sample, Test and Inspection] . If the bidder fails to replace the goods which does not complies the standards as mentioned in the bid, it shall be treated as default in supply and action can be taken as per provisions of the contract.
		6.7.10.	The rejected articles shall be dealt with in accordance with the procedure specified in SCC , otherwise they shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity 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 risk and on his account. If the rejected supply is collected after 15 days, then the procuring entity shall recover from supplier, ground rent charges as specified in SCC .
		6.7.11.	The Supplier agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 6.7.7 [Sample, Test and Inspection] , shall release the Supplier from any warranty/ guarantee, as the case may be, or other obligations under the Contract.

105

#	Clause		Sub-Clause
6.8.	Packing & Documents	6.8.1.	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit
		6.8.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC , and in any other instructions ordered by the Procuring Entity.
		6.8.3.	In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee within the stipulated time or as specified in SCC, otherwise it shall be dealt as default in supply. No extra cost on such account shall be admissible.
6.9.	Delivery	6.9.1.	Subject to GCC Sub-Clause 9.1 [Extension of Time for Completion] , the Delivery of the Goods and Completion of the Installation Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V- Schedule of Supply . The details of shipping and other documents to be furnished by the Supplier are specified in the SCC .
6.10.	Completion of the facilities	6.10.1.	As soon as the Facilities or any part thereof has, in the opinion of the Supplier, been completed operationally and structurally and put in a tight and clean condition as specified in the Procuring Entity's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Supplier shall so notify the Procuring Entity in writing. Procuring Entity shall also provide within reasonable time necessary facilities, raw materials if any etc. for Precommissioning the facilities or any part thereof. As soon as all works in respect of Precommissioning are completed and, in the opinion of the Supplier, the Facilities or any part thereof is ready for Commissioning, the Supplier shall so notify the Procuring Entity who shall respond within

#	Clause		Sub-Clause
			reasonable time to supplier. If no response received or Procuring Entity starts using the facility then it will be deemed to have reached completion.
6.11.	Commissioning and operational acceptance	6.11.1.	Pursuant to GCC Clause 6.10.1 [Completion of facilities] commissioning of the facilities or any part thereof shall be commenced. The Procuring Entity will provide all assistance in terms of personal and raw materials and make arrangement for attending the Guarantee test by Procuring Entity's representative. Operational Acceptance shall be issued after successful completion of Guarantee test.

7. Guarantees and Liabilities

#	Clause		Sub-Clause
7.1.	Completion Time Guarantee	7.1.1.	The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified pursuant to GCC Sub-Clause 6.10 [Completion of the Facilities] , or within such extended time to which the Contractor shall be entitled under GCC Clause 9.2 [Extension of Time for Completion] hereof.
7.2.	Liquidated Damage	7.2.1.	Subject to provisions of GCC Clause 8.6 [Force Majeure] and 9.2 [Extension of Time for Completion], if the Supplier fails to deliver any or all of the Goods or perform the Installation Services 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 Installation Service which the Supplier has failed to supply or complete: - 1. Recover from the Supplier/Contractor as agreed pre estimated liquidated damages and not by way of penalty a sum equivalent to ½ per cent per week of the price of any stores (including elements of taxes, duties, freight etc.) which the Supplier/Contractor has failed to deliver within the period fixed for delivery in the contract or part of a week during which the delivery of such stores may be in arrears period subject to max. of 10% of the stores. 2. The time allowed for commissioning of machine by the supplier/contractor, or his agent shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of Supplier/Contractor, the Purchaser shall be entitled to recover, and the Supplier/Contractor shall be liable to pay pre estimated liquidated damage at the rate of 2% of the total contract value of machine not commissioned for each month or part thereof for which commissioning is delayed. Provided always that the entire amount of liquidated damages to be paid under the provision of this clause shall not exceed 10% of the

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#	Clause		Sub-Clause
			contract value. After expiry of 5 months period from the date of default i.e., from the date of commissioning provided in the contract, purchaser will be at liberty to invoke the PG Bond submitted by the supplier. Continuance of commissioning work after expiry of stipulated time will also not absolve the contractor from the liquidated damages as stated above. Notes: - i. 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. ii. The value of Goods and/ or Installation 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. 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 10 [Termination].
		7.2.2.	Whenever any claim against the Supplier for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Security and/or Security Deposit, at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Supplier/Contractor/ Consultant, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues. The Department shall, further, have the right to effect such recoveries under Public Demands Recovery Act and/ or as arrears of land revenue as per provisions of the Section 53 of the RTPP Act.
7.3.	Defect Liability	7.3.1.	The Contract warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant/ Machinery and Equipment and Machinery supplied and of the work executed. If required, the defect liability period will be specified in the SCC. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Equipment/Plant and Machinery supplied or of the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Supplier shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The

#	Clause		Sub-Clause
			Supplier shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes: (a) improper operation or maintenance of the Facilities by the Procuring Entity. (b) operation of the Facilities outside specifications provided in the Contract; or I normal wear and tear.
7.4.	Functional Guarantees	7.4.1.	The Supplier warrants that all the Goods are new, unused, or as per specification provided in the contract.
		7.4.2.	Subject to GCC Sub-Clause 6.3 [Specifications and Standards] , the Supplier further warrants 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.
		7.4.3.	Unless otherwise specified in the SCC , the warranty/ guarantee, as the case may be, shall remain valid for as specified in SCC months after supply of the Goods and completion the Installation Services have been accepted at the final destination indicated in the SCC , or in case of Goods being imported after the placement of Supply Order, for as specified in SCC months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
		7.4.4.	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.
		7.4.5.	The terms and condition of warranty maintenance and repairs are as specified in the SCC .
		7.4.6.	In case of machinery and equipment also, guarantee will be given as mentioned in GCC Sub-Clause 7.4.4 [Functional Guarantees] above and the Supplier shall during the guarantee period replace the parts / whole, if any, and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.
		7.4.7.	In case of machinery and equipment specified by the Procuring Entity the Supplier shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed at the time of entering into the contract. The Supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.

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#	Clause		Sub-Clause
			In case of change of model. Supplier will give sufficient notice to the Procuring Entity. Procurement Entity will have to agree to the firm's request. However, in case supply of new model is agreed to then bidder shall be responsible to ensure adequate regular supply of spare parts needed for new model of the machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.
		7.4.8.	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.
7.5.	Patent Indemnity	7.5.1.	The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 7.5.2 [Patent Indemnity], 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 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.
		7.5.2.	If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 7.5.1 [Patent Indemnity] , the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier shall 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.
		7.5.3.	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.

#	Clause		Sub-Clause
7.6.	Limitation of Liability	7.6.1.	Except in cases of gross negligence or wilful misconduct: i. 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 liquidated damages to the Procuring Entity; and ii. the aggregate liability of the Supplier to the Procuring Entity under the Contract shall not exceed the amount specified in the SCC, which shall not be less than the amount of the Contract Price and more than double of it, 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.

8. Risk Distribution

#	Clause		Sub-Clause
8.1.	Transfer of Ownership	8.1.1.	Ownership of the Plant/ Machinery and Equipment (including spare parts) procured in India or imported shall be transferred to the Procuring Entity when the Plant are brought and installed at the site as per Section V- Schedule of Supply .
8.2.	Care of Facilities	8.2.1.	The Supplier shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities.
8.3.	Loss of or Damage to Property; Accident or Injury to Workers; Indemnification	8.3.1.	The Contractor shall indemnify and hold harmless the Procuring Entity and its employees from all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities arising in connection with the supply and installation of the Facilities due to negligence of the Contractor.
8.4.	Insurance	8.4.1.	The Supply under the Contract shall be fully insured on "All Risk" basis with minimum Insurance coverage in amount equal to 110 percent of the CIP value of the imported supplies or Ex-works price in case of domestic supply on "All Risks" basis, including war risks and strikes showing Procuring Entity as Beneficiary. The insurance charges shall be borne by the Supplier. Insurance policy shall be valid for 30 days beyond receipt of material.
		8.4.2.	The Supplier shall at its expense take out and maintain insurance against risks such as transportation risk, installation risk, Third Party Liability Insurance, Automobile Liability Insurance, Worker's compensation risk or any other risk associated with supply and installation at the designated site.

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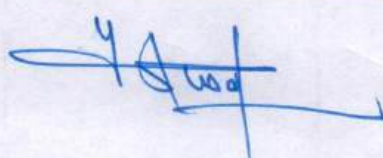
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#	Clause		Sub-Clause
8.5.	Change in Laws and Regulations	8.5.1.	If the SCC provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.1 [Contract Price] .
8.6.	Force Majeure	8.6.1.	i. For purposes of this Clause, "Force Majeure" means an event or situation beyond the reasonable control of the Supplier or of the Procuring Entity, as the case maybe, 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, acts of the public enemy, civil commotion, sabotage, earthquakes, fires, floods or other adverse weather conditions, explosions, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, or acts of God. ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, experts, sub-consultants/ contractors, or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder. iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
		8.6.2.	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 if it is the result of an event of Force Majeure.
		8.6.3.	If a Force Majeure situation arises, the Supplier shall promptly but not later than two weeks, notify the Procuring Entity in writing, with reasonable evidence of such condition and the cause and effects thereof, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Unless otherwise directed by the Procuring Entity in 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 the Force Majeure event.

#	Clause		Sub-Clause
		8.6.4.	If the force majeure condition(s) mentioned above be in force for a period of XX (say 90) days or more at any time, either party shall have the option to terminate the contract on expiry of XX (say 90) days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
		8.6.5.	In case due to a Force Majeure event the Procuring Entity is unable to fulfil its contractual commitment and responsibility, the Procuring Entity shall notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-clauses.
8.7.	Assignment	8.7.1.	Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.

9. Change in Contract elements

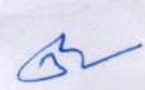
#	Clause		Sub-Clause
9.1.	Change Orders	9.1.1.	The Procuring Entity may at any time order the Supplier through Notice in accordance GCC Clause 2.5 [Notices] , to make changes, within the general scope of the Contract in any one or more of the following: i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity. ii. The method of shipment and/ or packing. iii. The place of delivery; and iv. The Installation, Erection, Training and Commissioning Services to be provided by the Supplier.
		9.1.2.	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 be amended. Any claims by the Supplier 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.
		9.1.3.	Prices to be charged by the Supplier for any Installation Services that might be needed but which were not included in the Contract shall be agreed upon



28

113



#	Clause		Sub-Clause
			in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		9.1.4.	Procuring Entity's right to vary quantity would be as per Rule 73 of RTPP Rules .
		9.1.5.	As per Rule 29 (i) of RTPP Rule for Rate Contract the contract may be extended for 3 months on same price, terms, and condition provided that market prices have not fallen down during the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
9.2.	Extension of Time for Completion	9.2.1.	If at any time during performance of the Contract i.e., delivery period specified in the contract or extended delivery period, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Installation Services pursuant to GCC Clause 6.6 [Installation, Erection, Training and Commissioning], 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.
		9.2.2.	Except in case of Force Majeure, as provided under GCC Clause 8.6 [Force Majeure], or reasons beyond the control of the Supplier under GCC Clause 9.2.1 [Extension of Time for Completion], 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 7.2 [Liquidated Damages].

10. Termination

#	Clause		Sub-Clause
10.1.	Termination for Default	10.1.1.	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: i. if the Supplier fails to deliver any or all of the Goods and/ or Installation Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC

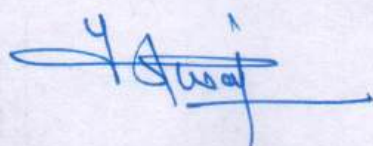
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#	Clause		Sub-Clause
			Clause 9.2.1 [Extension of Time for Completion] or ii. If the Supplier fails to perform any other obligation under the Contract which is defined as the fundamental breach of contract. Any party to the contract commits a breach of contract that is so fundamental that it deprives the other party to the contract of substantially the whole of contract's benefits is stated to be the fundamental breach of contract. Therefore, any breach of conditions relating to essence of any contract is termed as fundamental breach of contract. Time assigned for completion of contract and the quality of goods/work/services, or any other condition of contract are generally the essence of the contract. iii. if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and GCC Clause 2.3 [Code of Integrity], in competing for or in executing the Contract.
		10.1.2.	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 10.1.1(i) [Termination] , the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/ or the Installation 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 Installation Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
	Termination for Insolvency	10.1.3.	The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise 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 the Procuring Entity

11. Exclusive Jurisdiction

#	Clause		Sub-Clause
11.1	Jurisdiction	11.1.1	The Courts of <i>Jaipur</i> of Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods.











Appendix A1: Price Adjustment

If prices are adjustable in accordance with GCC clause 4.1.3, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

The formula for Price Variation shall include a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25%. That portion of the price represented by the fixed element, will not be subject to variation. The portions of the price represented by the material element and labour element alone will attract price variation. The formula for price variation will be:

$$P_1 = P_0 [F + a (M_1 / M_0) + b (L_1 / L_0)] - P_0$$

Where,

- P1 is the adjustment amount payable to the supplier (a minus figure will indicate a reduction in the Contract Price)
- P0 is the Contract Price at the base level.
- F is the Fixed element not subject to Price variation.
- a is the assigned percentage to the material element in the Contract price.
- b is the assigned percentage to the labour element in the Contract price.
- L0 and L1 are the wage indices at the base month and year and at the month and year of calculation respectively.

M0 and M1 are the material indices at the base month and year and at the month and year of calculation respectively. If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My & Mz. Where price variation clause has to be provided for services (with insignificant inputs of materials) as for example in getting Techno-commercial assistance normally paid in the form of per diem rates, the price variation formula should have only two elements viz. a high fixed element and a labour element. The fixed element can in such cases be 50% or more, depending on the markup by the supplier of the Per diem rate vis-à-vis the wages. Following conditions would be generally applicable to Price Adjustment:

- a) Base dates shall be due dates of opening of Techno-commercial Bids.
- b) Date of adjustment shall be midpoint of manufacture.
- c) No price increase is allowed beyond original Delivery Period unless the delay is attributable to the Procuring Entity
- d) Total adjustment will be subject to maximum ceiling, if any prescribed in the contract.
- (e) No price adjustment shall be payable on the portion of contract price paid to the Supplier as an advance payment.

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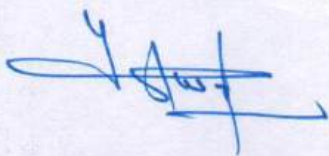
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Section VI B: Special Conditions of Contract

The Special Conditions of Contract (SCC) contain provisions that the GCC requirements be specified for a particular bidding process. The Procuring Entity should include at the time of issuing the Bidding Document, all information or specifications that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.



29

117




The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. May add new points in SCC, if required.

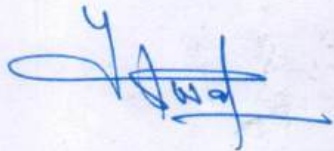
GCC 1.1.1(xi)	The Procuring Entity is: Assistant Secretary, Disaster Management, Relief and Civil Defence Department.
GCC 1.1.1(xv)	The Site(s) is/ are: Ajmer, Alwar, Bikaner, Barmer, Bharatpur, Jalore, Jodhpur, Jaipur, Jhalawar, Kota, Nagaur, Pali, Sirahi. In each district ERK kit will be supplied at four centres; NCC, NSS, NYKS, Bharat Scout Guide.
GCC 2.1.1	The version of Incoterms shall be <u>Not Applicable</u>
GCC 2.4.1	The language shall be - <u>English</u>
GCC 2.5.1	Attention (Name with Designation: Mahesh Chandra Maan, Assistant Secretary) Address of Office with Floor/Room No.: Room No: 7006, Ground Floor, Food Building, Secretariat, Jaipur City: Jaipur PIN Code: 302005 Telephone No. with STD Code: 0141- 2227084 Facsimile number: 0141-2227084 Electronic mail address: <u>relief-rj@nic.in</u> Electronic mail address: i) The Supplier's address is: Attention (Name with Designation) _____ Address of Office with Floor/Room No.: _____ _____ City: _____ PIN Code: _____ Telephone No. with STD Code: _____ Facsimile number: _____ Electronic mail address: _____
GCC 3.1.4	Operation and Maintenance of the Facilities will be carried out for-----years. Following are the provisions of Operation and Maintenance: Not Applicable
GCC 3.2.1	The Supplier shall commence work on the Facilities within _____ from the Effective Date for determining Time for Completion as specified in the Contract Agreement. Not Applicable
GCC 3.2.2	The Time for Completion of the whole of the Facilities shall be <u>20 days</u> from the Effective Date as described in the Contract Agreement.
GCC 3.3.8	Supplier shall conform to the following sustainable procurement contractual provisions: <u>Not Applicable</u>

GCC 4.1.2	The price adjustment shall be Not Payable:
GCC 4.2.1	The terms of payment shall be: Upon delivery of the kits, the DMRD shall verify the documents, and upon satisfaction and upon satisfaction perform the stock entry and subsequently disburse payments to the Contractor accordingly.
GCC 4.2.4	The currencies for payments (If other than Indian Rupees) shall be <u>Not Applicable</u>
GCC 4.2.6 (i)	Advance Payment, if payable, the amount, conditions, and guarantee, if any, shall not be allowed.
GCC 4.4.1	The Supplier shall provide a Performance Security of 10% percent of the Contract Price, 2% for sick industries, and 1% for SSI Rajasthan or provide Performance Security Declaration, if applicable, and sign the Agreement within 15 days of communication of acceptance of its Bid. The Performance Security shall be denominated in the following amounts and currencies, if Contract Price is in various currencies not applicable
GCC 4.4.4	Discharge of Performance Security shall take place on expiry of the contract period including one year warrantee.
GCC 6.7.10	The rejected materials of supply shall be dealt with in following manner: Ground rent charges is ___% per day/week of the contract price in case the rejected material is not lifted within 15 days of rejection. <i>[PE to specify percentage]</i>
GCC 6.8.2	The packing, marking and documentation within and outside the packages shall be as follows: Not applicable
GCC 6.8.3	Loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee with: 10 days
GCC 6.9.1	The details of shipping and other documents to be furnished are as follows: Not applicable
GCC 7.3.1	The critical components covered under the extended defect liability are _____, and the period shall be _____ <i>Not applicable</i>
GCC 7.4.3	The period, terms and conditions for Warranty/Guarantee Maintenance are as under: The manufacturer/ supplier shall furnish a warranty for the ERK for a period of 12 months from the date of acceptance of the ERK. For purposes of the Warranty, the place(s) of final destination shall be : All the location of Rajasthan, where the kits would be distributed. The period of repair and replacement shall be 10 days.
GCC 7.4.5	The terms and conditions for Comprehensive Maintenance Contract (CMC) are as under: <u>Not applicable</u>
GCC 7.4.8	The time period by which the supplier has to remedy the defect is 2 days.
GCC 7.6 (ii)	The multiplier of the Contract Price is: <u>Not applicable</u>
GCC 8.5.1	Whether changes in applicable laws shall have any effect on the date and/ or Contract Price: No

119

Section VI C: Contract Forms

This section contains the forms required for entering into a legal agreement with the Supplier. The agreement consists of a list of documents which form part of the contract along with securities which is submitted by the suppliers.

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1. Agreement

(To be executed on a non-judicial stamp of appropriate value)

An agreement made this _____ day of _____ between _____ (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ _____ [name of the Procuring Entity if other than a department of the State Government (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., _____ and has accepted a Bid submitted by the Supplier for the supply of those Goods and Related Services for the sum of _____ [amount in figures and words] (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

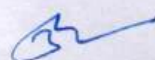
1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Procuring Entity's Notification to the Supplier of Award of Contract;
- (b) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
- (c) The Special Conditions of Contract;
- (d) The General Conditions of Contract;
- (e) The Schedule of Supply;
- (f) Instructions to Bidders;
- (g) The Notice Inviting Bids;
- (h) _____

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1

Witness 2

Signed by: _____ (for the Supplier)

Name _____

Designation _____

Address _____

Witness 1

Witness 2

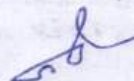
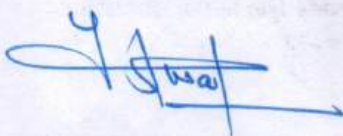
Signed by: _____ (for the Procuring Entity)

(On behalf of Governor of the State of Rajasthan)

Name _____

Designation _____

Address _____



2. Performance Security
(to be given by a Scheduled Bank in India)

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

Beneficiary: [Name and Address of Procuring Entity]

Date:

Performance Guarantee No.:.....

We have been informed that, .[*name of the Supplier*]..... (hereinafter called "the Supplier") has entered into Contract No. [*reference number of the Contract*] dated with you, for the supply of [*name of contract and brief description of the Goods and Related Services*]..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Supplier, we [*name of the Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* [*amount in figures*] (Rupees..... [*amount in words*]) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of **, and any demand for payment under it must be received by us at this office on or before that date.

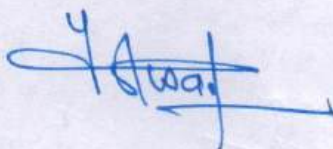
.....
Seal of Bank and Authorized Signature(s)

*** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**

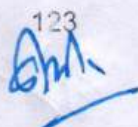
**** Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.**

[Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

1. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]





123






2. Performance Security Declaration

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

Contract Name and No.: _____ [insert name and number of Contract]

To: _____ [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that we are a (Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):

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

We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ [insert name of subject matter of procurement]

We accept that we will automatically be suspended from being eligible for bidding in any contract with you 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 performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the _____ [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

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

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[insert complete name and address of the Bidder]

Dated on _____ day of _____ [insert date of signing]

Corporate Seal _____

3. Advance Payment Security

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

Beneficiary: [Name and Address of Procuring Entity]

Date:

Advance Payment Guarantee No.:

We have been informed that [name of the Supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the Contract] dated with you, for the execution of [name of contract and brief description of Goods and Related Services to be supplied] (here in after called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in figures] (..... [amount in words]) is to be made against an advance payment guarantee.

At the request of the Supplier, we [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in figures] (.... [amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than the costs of mobilization in respect of the Goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number [Supplier's account number] at [name and address of the Bank]

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Supplier as indicated in copies of payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the payment certificate indicating that entire amount of the advance payment has been repaid or on.....[the Intended Completion Date of the Supply of the Goods and Installation Services], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

.....
Seal of Bank and Authorized Signature(s)

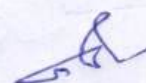
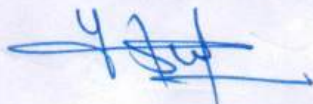
- [Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.
2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]



Appendix A3– e-Procurement Process

1. The eProcurement System of Rajasthan enables the Bidders to download the Bid Schedule free of cost and then submit the bids online through this portal. Vendors intending to participate in the e-bids of Rajasthan Government can enroll themselves through **Online Enrolment of Corporate/Bidder in website eProcurement System Government of Rajasthan**. For Registration the Digital Signature enrollment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'Class III' type will in bidder's name from an approved certifying agency. DSC/ e-token may be obtained from one of the authorized Certifying Authorities approved. The list of certifying authorities issuing the Digital Signature Certificates is available on the website www.cca.gov.in. The digital signature certificates (DSC) are issued with limited currency / validity date. Detailed information is also available in Bidder Manual Kit of **website eProcurement System Government of Rajasthan** i.e. <https://eproc.rajasthan.gov.in> for hassle_free_bid_submission,

⁴ The instructions stand valid as on July 19, 2021, the Procuring Entity and Bidder are advised to check the updated e-procurement process if any on the SPPP or e-procurement website of GoR.



Appendix A4: Grievance Handling Procedure during Procurement Process (Appeals)

1) Filing an appeal

- a. 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 thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which, he feels aggrieved:
 - i. Provided that after the declaration of a Bidder as successful in terms of Section 27 of RTPP Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:
 - ii. Provided further that in case a Procuring Entity evaluates the Techno-commercial Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Techno-commercial Bid is found to be acceptable.
- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

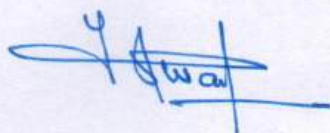
2) Appeal not to lie in certain cases.

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

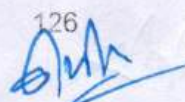
- a. Determination of need of procurement.
- b. provisions limiting participation of Bidders in the bidding process.
- c. the decision of whether or not to enter into negotiations.
- d. cancellation of a procurement process.
- e. applicability of the provisions of confidentiality.

3) Form and procedure of filing an appeal

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



126



4) 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 concern.

5) Procedure for disposal of appeals.

- 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 be placed on the State Public Procurement Portal.

1. FORM No. A

[See rule 83]

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant

i. Name of the appellant:

ii. Official address, if any:

iii. Residential address:

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

i.

ii.

iii.

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

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

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

6. Grounds of appeal:

.....

.....(Supported by an affidavit)

7. Prayer:

.....

Place

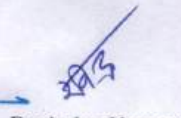
Date

Appellant's Signature



P.D. Swami

Inspector
NDRF


Ravindra Kumar
Nama

ACP
DMRD


Birbal Meena

OSD-II
DMRD


Dr. Brij Bhushan Sharma

Financial Advisor
DMRD


Mahesh Chandra Maan

Assistant Secretary
DMRD

