

**GOVERNMENT OF RAJASTHAN**

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

**REQUEST FOR PROPOSAL**

**FOR**

**SUPPLY, DELIVERY, COMMISSIONING AND RELATED SERVICES  
OF QUICK RESPONSE VEHICLE WITH SAFETY ACCESSORIES**

**MARCH, 2026**



## **Abbreviations:**

**BDS - Bid Data Sheet BDF - Bidding Forms BOQ – Bill of Quantities**

**BIS - Bureau of Indian Standard**

**DMR&CD: Disaster Management Relief and Civil Defence Department**

**DSC – Digital Signature Certificate**

**eGRAS - Online Government Receipts Accounting System**

**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**

**LD – Liquidated Damages**

**GF&AR- General Financial and Accounts Rules**

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**VOLUME – I BIDDING PROCEDURE**

Government of Rajasthan

Disaster Management, Relief & Civil Defence Department

Food Building, Ground Floor, Secretariat, Rajasthan, Jaipur

Tel No.: +91 141 2227985

Fax No.:

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

F.No. F8(12)DMRD/DM/2025/ 599

Date : 31.3.26

Notice Inviting Bids (NIB)

Single stage two envelopes unconditional online bids are invited on behalf of Governor of Rajasthan by Deputy Secretary, DMR&CD for District Administration, Civil Defence and SDRF from eligible bidders for procurement of **Quick Response Vehicle** for Disaster rescue use in compliance of Budget Announcement as under:

BID DETAILS

Sr.N.	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- Quick Response Vehicle (Disaster Rescue)	55	INR 10000/-	INR 2500/-	NO	INR 2.40 Crores.	INR 60 Lakhs	INR 1.20 Crores
	<b>Total</b>	<b>55</b>	<b>10000/-</b>	<b>2500/-</b>				

1. Bid dates (other details provided in Instruction to Bidders)	Bid publishing	31/03/2026
	Document Download/Sale Start Date	31/03/2026
	Pre-Bid Meeting Date and Time	07/04/2026 at 03.00-04.00 PM
	Bid Submission Start Date	13/04/2026
	Bid (Technical and Financial) Submission Closing Date and Time	23/04/2026 at 15:00 Hrs.
	Technical Bid Opening Date & Time	23/04/2026 at 15:30 PM
	Financial Bid Opening Date & Time	To be informed later on.
2. Payment to be made upon submission of bid	<ul style="list-style-type: none"><li>Bid doc fee INR 10000/ in favour of Deputy Secretary, DMR&amp;CD, Raj. Jaipur payable at Jaipur.</li><li>RISL processing fee INR 2500/- in favour of MD, RISL</li><li>Bid security (if submitted through eGRAS) in favour of Deputy Secretary, DMR&amp;CD, Raj.</li></ul> 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 a banker's cheque or demand draft.	

3. <b>Opening of Bids</b>	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. <b>Bid Security</b>	<ul style="list-style-type: none"> <li>• Bid Securing Declaration (<b>where applicable</b>) on <b>INR 500/-</b> value of non-judicial stamp paper Or</li> <li>• Bid Security @ <b>2%</b> amounting to <b>INR 2.40 Crore-</b> only for regular supplier or @ <b>0.5%</b> amounting to INR 60.00Lakhs only for SSI or @ <b>1%</b> amounting to Rs INR <b>1.20 Crore</b> only for Sick Industries</li> <li>• BID Security of the successful bidder will be discharged after the bidder has signed the agreement and on production of performance security in bank guarantee form for an amount of 10% of the contractor Amount.</li> </ul> <p>Payable via deposit on single challan through eGRAS/ along with bid document cost and processing fees or user fees/ or through Demand Draft/ Banker's Cheque.</p> <p>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.</p> <p>Any bid not secured by BID SECURITY as specified above will be rejected as non-qualified and will be returned to the bidder.</p> <p>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.</p>
5. <b>Procurement Method</b>	<b>Single Stage – Two Envelope</b> <b>National Open Competitive Bidding for Fixed Quantity Contract</b>
6. <b>Scope of Bid</b>	In support of the Invitation to Bid for National Open Competitive Bidding the Procuring Entity, Deputy Secretary, Disaster Management, Relief & Civil Defence Department, Room No. – 7007, Ground Floor, Food Building, Secretariat Jaipur, issues this Biddings Document for purchase of <b>Fixed Quantity of Goods</b>
7. <b>Bid Evaluation Method</b>	Lowest Priced Bid Method.
8. <b>Bidding Mechanism</b>	Bidding will be conducted via e-procurement portal.
9. <b>Detailed Bid available on</b>	<ul style="list-style-type: none"> <li>• State Public Procurement Portal (SPPP)- <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a></li> <li>• e-procurement portal- <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a></li> <li>• <b>Department website</b> <a href="http://www.dmrelief.rajasthan.gov.in">www.dmrelief.rajasthan.gov.in</a></li> </ul>

10 Key Notes	<p>a) No conditional or partial or incomplete bid shall be accepted.</p> <p>b) Price of bid document and processing fee or user charges once submitted shall not be refunded.</p> <p>c) 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 copy should be submitted to Procuring Entity at DS, DMR&amp;CD, Room No. – 7007, Ground Floor, Food Building, Secretariat Jaipur before bid (Technical and Financial) submission closing date and time.</p> <p>d) Bids shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) before 15:00 Hrs and 23/04/2026 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, <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>.</p> <p>e) 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.</p> <p>f) The bidders are required to submit:</p> <ol style="list-style-type: none"> <li>i. 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.</li> <li>ii. The original copy of deposit of eGRAS, bank demand draft, banker's cheque or original bid security in approved form to Deputy Secretary, DMR&amp;CD, Room No: 7007, 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.</li> </ol> <p>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 <b>Rule 72 of RTTP Rules</b>.</p>
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Deputy Secretary

F.No. F8(12)DMRD/DM/2025/ 600-604

Date: 31.3.2026

1. PS to ACS, DMR&CD.

2. PS to SS, DMR&CD.

3. Procurement Entity/DMRD for publication on <http://sppp.rajasthan.gov.in> or <http://eproc.rajasthan.gov.in> website.

4. FA, DMR&CD.

5. Notice Board.....

  
Deputy Secretary

**Government of Rajasthan**

**Disaster Management, Relief & Civil Defence Department**

Food Building, Ground Floor, Secretariat, Rajasthan, Jaipur

Tel No.: +91 141 2227985

Fax No.:

web site : [www.dmrelief.rajasthan.gov.in](http://www.dmrelief.rajasthan.gov.in)

F.No. F8(12)DMRD/DM/2025/591

Date : 31.3.26

**Notice Inviting Bids (NIB)**

Bids for supply, delivery, commissioning and related services of quick response vehicle with safety accessories for Disaster rescue use in compliance of Budget Announcement are invited from interested bidders up to **23/04/2026**

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. 120.00 Cr.

UBN : .....



**Deputy Secretary**

F.No. F8(12)DMRD/DM/2025/592-98

Date : 31.3.2026

**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.....



**Deputy 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.

### 1. General

#### 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 Bidding as indicated in the Bid Data Sheet (BDS), the Procuring Entity, as indicated in the BDS, issues this Bidding Document for Fixed Quantity Contract.

The name, identification and number of item of this Bid are specified in the BDS

1.1.2 Throughout this Bidding Document:

1.1.2.1 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.

1.1.2.2 and “Day” means calendar day.

1.1.3. **Definition:** 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

#### 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-

1.2.1.1 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.

1.2.1.2 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.

1.2.1.3 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.
- ii. Each Bidder shall submit only one Bid. Multiple bids submitted by a bidder shall be summarily rejected.
- iii. 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.
- iv. A Bidder, and all parties constituting the Bidder, shall have the nationality of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated and operates in 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.
- v. 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 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.

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**

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**

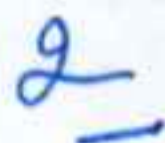
Section VI A. General Conditions of Contract [GCC]

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.

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].

1.6.3. 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.

1.6.4. 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.

1.6.5. 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 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.

1.7.2. 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].

## **1.8. Key Timelines**

1.8.1 Key Timelines as specified in BDS.



## **2. Preparation of Bids**

### **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.

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 ITB1.8.1.

### **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 Technical 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

2.3.2. The Technical 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 Technical Part the Bid shall be declared non-responsive.

## **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, 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.

2.4.3. All items in the Schedule of Supply must be specified/ listed and priced separately in the Price Bid. If items specified/ listed but not priced, these may be marked as Not Quoted.

2.4.4. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid.

2.4.5. 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.

2.4.6 This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered.

2.4.7. 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].

## **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.



## **2.6. 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.

## **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 Technical 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, brandnames, and/ or catalogue numbers, provided

that it demonstrates, to the 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 shall 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 Technical 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 Technical 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. 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 RPPP 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**

#### **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.

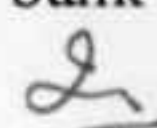
3.1.2. Bid Security submitted as Bank Guarantee or Bid Securing Declaration shall be valid for 30 days beyond the original validity as per ITB 2.10.1 [Period of Validity of Bids] or extended bid validity period.

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 FORM TECH 3 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.

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.

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 (Technical 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. 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.

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.

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. No interest will be paid by the Procuring Entity on the amount of Bid Security.

3.1.12. 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 8.3 [Signing of Contract]; or

ii. Furnish a Performance Security in accordance with ITB 8.4 [Performance Security].

3.1.13 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**

### **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.

4.1.3. 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 Technical 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.

4.3.2. 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. 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 "TECHNICAL 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**

### **5.1. Confidentiality**

5.1.1. Information relating to the examination, evaluation, comparison, and post- qualification of both Technical 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. Not with standing ITB Sub-Clause 5.1.1 [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. To assist in the examination, evaluation, comparison, and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.

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, its Bid may be rejected.

**5.3. Deviations, Reservations and Omissions in Techno- commercial or Financial Bids**

5.3.1. During the evaluation of Technical or Financial Bids, the following definitions shall apply as per Rule 59 (2) of RTPP Rules:

5.3.1.1. "Deviation" is a departure from the requirements specified in the Bidding Document.

5.3.1.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

5.3.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.



## 6. Evaluation of Technical Bids

### 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.

6.1.2 **Techno- commercial Examination:** The Procuring Entity's determination of a Technical 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. A material deviation, reservation, or omission is one that:

1. If accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

(ii) 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

2. If rectified, would unfairly affect the competitive position of another Bidder's presenting substantially responsive Bid.

6.1.3. 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 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. Non conformities 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 Technical 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 Technical evaluation of each Technical 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.
- b) Long-term availability of mandatory and recommended spare parts and maintenance services.
- c) any other relevant Technical 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.

#### **6.5.1 Evaluation of Bidder's Qualification**

The Procuring Entity shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive and Technical offer is also acceptable pursuant to ITB 6.2 [Waiver of Nonmaterial Nonconformities] and ITB 6.4 [Evaluation of Technical Bids] to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

**6.5.2 Notification of result of Techno- commercial and Qualification Evaluation** Following the completion of the evaluation of the Technical Parts of Bids i.e., after both Technical 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 Technical 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**

### **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. Nonmaterial Nonconformities**

7.3.1. In view of ITB 7.2.1 [Financial Bid Calculation], there is no possibility of any Nonmaterial Nonconformities.

### **7.4. 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.



7.5.2. 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.

## **7.6. Comparison of Bids to select lowest Evaluated Bid**

7.6.1. The Procuring Entity shall select Bid 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].

## **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 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. gets progressively completed, or

(c) Reject the Proposal.

## **7.8. Negotiations**

7.8.1. Circumstances under which negotiations are to held and the method of negotiation would be as per Rule 69 of RPPP Rules.


## **7.9. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**

7.9.1. 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.

## **8. Award of Contract**

### **8.1. Acceptance of the successful Bid and award of contract**

8.1.1. Procuring Entity shall award the contract to the bidder whose offer has been determined to be the lowest 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.



8.1.2. 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. 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. Information of award of contract shall be communicated to all participating bidders and published on the State Public Procurement Portal.

## **8.2. Procuring Entity's Right to Vary Quantities**

8.2.1. 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. Signing of Contract**

8.3.1. 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 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.

8.3.2. 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.

## **8.4. Performance Security**

8.4.1. 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 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.

8.4.2. The currency of Performance Security shall be Indian Rupees.

8.4.3. 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.

#### **8.4.4. 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**

### **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**

### **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**

### **11.1 Jurisdiction of courts**

11.1.1. The Courts of Jaipur 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.

### 1. General

#### ITB 1.1.1:

- The number of the Notice Inviting Bids is .....
- Type of Bidding procedure is National Competitive Bidding
- The Procuring Entity is Deputy Secretary, Disaster Management, Relief and Civil Defence Department, 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.dmrelief.rajasthan.gov.in](http://www.dmrelief.rajasthan.gov.in)

ITB1.6.1: For clarification purposes only, the time limit for submission of query is before pre bid meeting.

ITB 1.6.4A Pre-Bid conference will be held on 07/04/2026 at 15:00 Hrs. and other details are:

- **Name: Shefali Kushwaha**
- **Designation of the Procuring Entity: Deputy Secretary, Disaster Management, Relief and Civil Defence Department, Jaipur.**
- **Complete Address with Floor and Room Number: Room No.-7007, Ground Floor, Food Building, Secretariat, Jaipur.**
- **City: Jaipur**
- **PIN Code: 302005**
- **Telephone No.: 0141-2227985**
- **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 15 number of days before deadline for submission of Bid.

#### ITB 1.8.1:Key Timelines

- **Bid Publishing Date- 31/03/2026**
- **Document Download / Sale Start Date – 31/03/2026**
- **Pre-Bid Meeting Date – 07/04/2026**
- **Bid submission start Date – 13/04/2026**
- **Bid (Technical & Financial) Submission Closing Date and Time - 23/04/2026 at 15:00 Hrs**

- **Technical Bid opening Date and Time –23/04/2026 at 15:30 Hrs.**
- **Financial Bid Opening Date and Time-29/04/2026 at 15:30 Hrs.**

## **2. Preparation of Bids**

**ITB 2.1.2:** The Price of Bidding Documents is **Indian Rupees 10000/-** 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 **[2]** number of Covers.

- (i) First cover will consist of details of Technical Bids and will consist of Bidding Forms and Other documents which are required to be submitted  
Second cover will consist of Financial Bid [PE to indicate appropriate BOQ file]

**ITB 2.4.8:** Prices quoted by the Bidder shall be fixed.

**ITB 2.8.4:** Spares required for operation; is 10 years following the delivery date.

**ITB 2.8.7:** Samples along with Bid are required.

**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**

**ITB 3.1.1:** The Bidder shall furnish a bid security in the amount of 2% (INR 2.40 Crore) of the estimated value of procurement, 1% (INR 1.20 Crore) for sick industries, and 0.5 % (INR 60 Lakhs) for SSI Rajasthan units.

**ITB 3.1.4:**

- **Name: Shefali Kushwaha**
- **Designation of the procuring entity: Deputy Secretary, Disaster Management, Relief & Civil Defence Department.**
- **Complete Address with Floor and Room Number: Room No: 7007, Ground Floor, Food Building, Secretariat, Jaipur.**
- **City: Jaipur**
- **PIN Code: 302005**
- **Telephone No.: 0141-2227985**
- **Facsimile number:**
- **Email address: [relief-rj@nic.in](mailto:relief-rj@nic.in)**

**ITB 3.1.13** The period of bidder disqualification would up to **3 years**.

*2*

#### **4. Format, Signing, Submission and Opening of Bids**

**ITB 4.6.1** The Bid opening shall take place at: SEOC, Library Building Secretariat, Jaipur.

Jaipur

Date: 23/04/2026

Time: 15:30 Hrs.

#### **7. Opening and Evaluation of Financial Bids**

**ITB 7.5.1:**

- Deviation in Terms of Payment: No
- Deviation in Time for Completion: No

**ITB 7.6.1:** Evaluation of Bid will be **Lowest Evaluated Bid**.

#### **8. Award of Contract**

**ITB 8.4.1** The period within which the contract agreement is to be executed and performance Security is to be submitted is **15 days**.

**Amount of performance Security shall be [10] % of the value of contract, [2] % for sick industries and [1] % for SSI Rajasthan units.**

**ITB 8.4.2:** Currency for the Performance Security should be in Indian Rupees and Performance Security in Foreign currency not allowed.


#### **10. Grievance Handling Procedure During Procurement Process (Appeals)**

**ITB 10.1.1**

1. The Designation and complete Address of First Appellate Authority, including Room Number and Floor No 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. 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. 

## Section III: Evaluation and Qualification Criteria

### 1. Lowest Priced Bid Method

#### 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 Technical 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 technical submission date).

iii. Bid is accompanied by bid security (Form TECH 3) and if submitted via eGRAS, Bank Demand Draft, banker's Cheque, of a scheduled bank. (Original copy should be submitted prior to technical bid submission date).

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 Technical 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) 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/in corporate under 'Companies Act, 1956/2013'.	Valid certificate of in corporation
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,1860/ Rajasthan Society Registration Act, 1958;	Society registration certificate
Trust Deed registered under The Indian Trusts Act,1882	Certified copy of the trust deed

- c) Bidder to submit copy of valid PAN card for Indian Bidder only.
- d) 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.
- e) Bidder has submitted documents/literature/data to demonstrate that the offered product meets the Technical Requirement as per Specification & Standards mentioned in Section V - Schedule of Supply.
- f) 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).
- g) 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:
- i) Copy of valid manufacturing license issued by a competent authority
  - ii) Product permission with reference to the subject matter of procurement
- h) Copy of MSME (Udyog Aadhaar, Udyam registration, Entrepreneurs Memorandum-II/ Udyam Registration Certificate etc.) certification.
- i) 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 Technical Evaluation

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

- 1.4.1** Bidders must meet the following criteria to qualify for the technical bid. Failure to provide the specified documentary evidence will result in the summary rejection of the bid.
- 1.4.1.1 Performance Criteria** - The Bidder must have successfully completed the supply of Quick Response Vehicles (QRVs) during three (3) financial years (FY 2022-23, 2023-24, and 2024-25) or (FY 2023-24, 2024-25 and 2025-26). The experience must meet any one of the following

valuation thresholds:

- One (1) single work order of a total value not less than Rs 40.00 Crores; OR
- Two (2) work orders with a cumulative total value of not less than Rs 50 Crores; OR
- Three (3) work orders with a cumulative total value of not less than Rs 60 Crores.

(Note: All values are inclusive of GST/Taxes as per your previous preference.)

**1.4.1.2 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.

**1.4.1.3 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.

**1.4.1.4** The bidder shall be OEM or fabricator of Quick Response Vehicle.

**1.4.1.5** The bidder shall be in the business of manufacturing and supply of Quick Response Vehicle / Fire and Rescue Vehicles used by fire and emergency services for at least 3 (three) years from the date of invitation of this tender. Bidder shall submit documentary proof towards the same.

**1.4.1.6** The average annual net worth of the bidder during the last three years, ending 31<sup>st</sup> March of the previous financial year should be positive to ascertain bidder's financial capabilities to execute this contract. Net-worth certificate issued by Statutory Auditor/ Chartered Account clearly stating Net-worth of last three financial years.

**1.4.1.7** The bidder shall arrange for demonstration of Quick Response Vehicle as per this tender specification within 15 days of intimation by this department but before opening of Financial bid. Failing to comply this, the commercial offer of such bidders shall be treated as non-responsive. Bidder shall submit undertaking towards the same along with the bid.

**1.4.1.8** The bidder shall submit Back up support letter from OEM of Chassis and other major critical equipment's such as Fire Pump, Pneumatic Lifting Bag, Combi Tool, Rescue Ram, Hand held forcible entry tool, Breathing apparatus, Portable light mast, Light Mast, Smoke Cutting Torch, Search Light etc. confirming that they are ready to provide after sales service support and supply of spare parts for next 10 years as per attached formats, failing to which their offer shall be treated as non-responsive.

**1.4.1.9** The bidder shall submit detailed 3-D design drawings of Quick Response Vehicle showing mountings of all the Tender specified equipment's along with technical bid.

**1.4.1.10** The bidder shall not be blacklisted by any Govt./ Semi Govt./ Public-Sector organization in India on the day of invitation of this Bid. Such bidder's bid shall be rejected out rightly. Bidder

shall submit undertaking towards the same along with the bid.

**1.4.1.11** The bidder shall be certified ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 company/firm and valid certificates shall be submitted along with bid.

**1.4.1.12 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)**.

## **1.4.2 Financial Performance**

**1.4.2.1 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 Three financial years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last three year calculated as the difference between total assets and total liabilities should be positive. (TECH 9)

**1.4.2.2 Size of Operation (Average Annual Turnover):** Minimum average annual turnover of Rs 50 Crores calculated as total payments received by the Bidder for contracts completed or under execution over the last three financial years. (TECH10)

**1.4.2.3** Procuring Entity reserves the right to inspect the manufacturing premises for available capacity, infrastructure, machinery, manpower etc.

## **1.4.3 Contract Information**

**1.4.3.1 Contract in Hand:** Contract in hand as on 1<sup>st</sup> March, 2026 to be provided in format given in TECH 11.

## **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.

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.

Discounts of any kind shall not be considered for proposal evaluation

## **2.4 Financial Evaluation**

### **2.4.1 Financial Criteria**

**2.4.1.1 Adjustment for Local Handling and Inland Transportation:** "No Deviations from the Terms of Delivery as specified in ITB 2.4.3 are not permitted."

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

**2.4.1.3 Adjustment for Deviations in the Delivery and Completion Schedule:** The Supplies covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section V (Schedule of Supply). 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 foot note. 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. Checklist is also included to ensure that Bidders do not miss submission of any information or document.

### CHECKLIST FOR TECHNICAL AND FINANCIAL BID

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:

S. No	Activity	Form No.	Whether Submitted Yes/No	Page No.	Remarks, if any
1.	Letter of Techno- Commercial Bid	TECH - 1			
2.	Power of Attorney	TECH - 2			
3.	Bid Security	TECH - 3			
4.	Bid Securing Declaration	TECH - 4			
5.	Declaration of Correctness of Bid	TECH - 5			
6.	Draft for Backup Support Letter from Chasis Manufacturer	TECH - 6			
7.	Bidder's Information Sheet	TECH - 7			
8.	Contractual Experience	TECH - 8			
9.	Historical Financial Performance	TECH - 9			
10.	Average Annual Turnover	TECH - 10			
11.	Contract in Hand	TECH - 11			
12.	Draft for Back-up Support Letter from Major Critical Equipment's	TECH - 12			
13.	Declaration for Non-Black listing	TECH - 13			
14.	Undertaking Cum Indemnity Bond	TECH - 14			
15.	Letter of Price Bid	FORM FIN-1			
16.	Price Bid	FORM FIN-2			

*L*

## Part A: Technical Forms

### FormTECH-1

#### Letter of Technical Bid

*(To be executed on company/firm letter head)*

*[NOTE: The Bidder must accomplish the letter of Technical Bid on its Letter head clearly showing the Bidder's complete name and address]*

Date: \_\_\_\_\_

NCB/ICB No.: \_\_\_\_\_

Alternative No. if permitted: \_\_\_\_\_

To: Deputy Secretary, Disaster Management, Relief and Civil Defence Department

I/We, the under signed, 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 10,000/-, **processing fees/ user fees** INR 2500/- and **bid security amount** INR 2.40 Crore. 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: **Supply, delivery, commissioning and related services of Quick Response Vehicle for Disaster Rescue Use with safety accessories as per bid document**.
- (e) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **180 days as specified in ITB2.10 [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 Technical Bid is in conformity with all the Requirement(s) as per **Section V Schedule of Supply**.

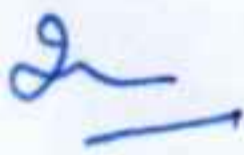
- (g) I/We undertake, if our bid is accepted, to commence work on the Supply and Installation and to achieve installation and acceptance within the respective times stated in the Bidding Documents.
- (h) Our firm fulfill all the **eligibility criteria (Nationality, Submission of only one Bid, Debarment 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 10 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) We hereby certify that we have fulfilled our obligation 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:

In the capacity of

Signed:

Duly authorized to sign the Bid for and on behalf of



Date:

**Form TECH-2**

**Power of Attorney for signing of Bid**

(To be executed on non-judicial stamp paper and duly notarised)

Know all men by these presents, We..... **[name of the firm and Address of**

**The registered office]** do here by irrevocably constitute, nominate, appoint and authorize Mr./Ms.**[name]**,

.....son/daughter/wife of .....and presently residing at .....

....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the Supply of

..... required by **[Deputy Secretary, Disaster Management, Relief and Civil Defence Department]** (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 here by conferred shall and shall always be deemed to have been done by us.

*IN WITNESS WHERE OF 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 any other issuer acceptable to the Procuring Entity)

*[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]** (here in after 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]** 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 the deadline for submission of bids, during the period of bid validity specified by you in the Bid Data Sheet (hereinafter referred to as "the BDS"); or
- (b) Having be 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 Bid Data Sheet (BDS); or
  - (ii) Failed or refused to furnish the Performance Security in accordance with the Instructions to Bidders (hereinafter referred to as "the ITB") within the time period specified in the BDS; or
- (c) *Has breached a provision of the Code of Integrity specified in the RPPP Act, RPPP Rules, and the ITB..*

This guarantee shall 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 (30) 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 our office on or before the above-mentioned 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



**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) A 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 an 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, and cooperative societies which are owned, controlled, or managed by the State Government or the 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 four obligation(s) under the bid conditions, more specifically, if we:

- (a) Withdraw or modify our Bid after the deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter referred to as "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; or
  - (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders (hereinafter referred to as "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 the 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]*



**TECH FORM 5**  
**Declaration for Correctness of Bid**

(On Stamp paper worth Rs. 500 duly notarized)

Letter no.....Date:.....

To,

Deputy Secretary DMR&CD,

Disaster Management, Relief & Civil Defence Department, Government of Rajasthan

Subject: <<Tender details>>

Dear Sir,

We, <<Bidder Firm name>>, hereby submit our proposal in response to notice inviting tender

<<Tender details>> and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. DMU Rajasthan may contact the following person for further information regarding this tender.

«Point of Contact details including Name, Designation, Mobile No and Address>>

Yours faithfully,

For {Bidder firm name}

(Authorized Signatory)



**TECH FORM 6**  
**DRAFT FOR BACK UP SUPPORT LETTER FROM CHASSIS MANUFACTURER**  
(To be submitted with Technical Bid)

To,  
The Deputy Secretary  
DMR&CD, Jaipur  
Rajasthan

**Subject:** Authorization for Supply of Vehicular Chassis for Quick Response Vehicles.

Ref: Bid No: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_ [Name of Manufacturing Concern], who are established and reputable manufacturers of various types of Vehicular Chassis, having our registered manufacturing facility located at \_\_\_\_\_ [Full Factory Address], do hereby authorize M/s \_\_\_\_\_ [Name and Address of the Bidder] to submit a bid, and subsequently negotiate and sign the contract with you against the aforementioned Notice Inviting Bid (NIB).

We hereby confirm that we shall provide our \_\_\_\_\_ [Make and Model of Chassis] with a \_\_\_\_\_ [Specify Wheel Base] wheel base chassis to the said bidder for the fabrication and supply of Quick Response Vehicles as per the technical specifications stipulated in the tender document.

We further declare that we extend our full guarantee and warranty as per the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) for the goods and services offered for supply by the above firm against this Bidding Document.

We also confirm that we will provide all the necessary technical / after sales service and spares parts support to the chassis supplied by us for next 10 years.

Yours faithfully,  
For and on behalf of M/s. \_\_\_\_\_  
(Signature, Date, Name & Designation)

**Note:** Authorization letter issued by dealers shall not be considered.

## TECH FORM 7

### Bidder's Information Sheet

1.	Name of the Bidder's firm/ company	
2.	Whether proprietorship/ partnership/ Pvt. Ltd./ Govt. / Semi Govt./ Undertaking/ any other.	
3.	Name of proprietor/ partners/ directors/ C.E.O. etc.	
4.	Power of Attorney, if any	
5.	Address of the Business with telephone/ mobile/ Fax Nos.	
6.	Address of the works/ factory	
7.	Area of works/ Factory	
8.	Line of Business, manufacturers and Experience	
9.	Present deployed manpower: Technical Administrative Others	
10.	Name of the Collaborator/principal, address and Country of origin	
11.	Address and area of work shop of the collaborator/ principal/agents with M.O.U.	
12.	Whether the bidder is in list the Govt. /semi-Govt. Department If so details of registration etc.	
13.	Whether the bidder or his partner or his principal/collaborator have been blacklisted by any of the Govt./Semi Govt. department any time.	

Bidder's signature with stamp/seal

Note :- the bidder should furnish all the documents requ



## TECH FORM 8

(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	<input type="checkbox"/> 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		

## Form TECH-9

### Historical Financial Performance

*(To be executed on company/firm letter head)*

Each Bidder must fill out this form.

<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>

#### Information from Balance Sheet

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

*2*

### Information from Income Statement

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section 3 of the Bidding Documents, all such documents shall reflect the financial situation of the legal entity or entities comprising the Bidder, and not those of 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 (statements for partial periods shall not be requested or accepted)



**Form TECH-10**

**Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in preceding 3 years.

<b>Year</b>	<b>Amount In words</b>	<b>Amount in Figures (INR)</b>
<b>2022-23</b>		
<b>2023-24</b>		
<b>2024-25</b>		
<b>Average Annual Turnover (in fig. and words)</b>		

**To be sealed and signed by CA with UDIN No.**



## Form TECH-11

### Contract in Hand (Supply Contracts under execution)

*(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.

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

**TECH FORM 12**

**DRAFT FOR BACK UP SUPPORT LETTER FROM MAJOR CRITICAL EQUIPMENT'S.**  
(To be submitted with Technical Bid)

To,  
The Deputy Secretary  
DMR&CD,Jaipur  
Rajasthan

**Subject:** Authorization and Commitment for Supply and After-Sales Support.

Ref: Bid No: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_ [Name of Manufacturing Concern], an established and reputable manufacturer of \_\_\_\_\_ [Name and Description of Equipment], having our manufacturing plant situated at \_\_\_\_\_ [Full Factory Address], do hereby authorize M/s \_\_\_\_\_ [Name and Address of the Bidder] to submit a bid, negotiate, and conclude the contract with you against the above-referenced tender.

We hereby confirm and certify the following:

- **Technical Compliance:** The \_\_\_\_\_ [Name of Equipment] offered by the bidder is fully compliant with the technical specifications and scope of supply outlined in the Bidding Document.
- **Supply Guarantee:** We undertake to supply the equipment as per the delivery schedule and technical requirements stipulated in the tender.
- **After-Sales Support & Spares:** We explicitly guarantee the availability of necessary after-sales service support and genuine spare parts for a period of **10 (Ten) years** from the date of installation/commissioning of the equipment supplied through M/s \_\_\_\_\_ [Name of Bidder].
- **Continuity of Service:** In the event that the authorized bidder fails to provide the required support during the specified period, we, as the manufacturer, shall ensure that the service and spare parts remain available to the Procuring Entity, either directly or through an alternative authorized agency.

We further extend our full guarantee and warranty as per the Conditions of Contract (GCC/SCC) for the goods offered for supply by the above firm against this bid.

Yours faithfully,

Yours faithfully,  
For and on behalf of M/s.\_\_\_\_\_  
(Signature, Date, Name & Designation)

**Note:** Authorization letter issued by dealers shall not be considered.

**TECH FORM-13 to Technical Part**  
**Declaration for Non-Black listing**  
*(On Stamp Paper worth Rs. 500 duly notarized)*

Letter No.: \_\_\_\_\_  
Date: \_\_\_\_\_

To,  
Deputy Secretary,  
DMR & CD, Jaipur

Dear Sir,

We hereby declare that, to the best of our knowledge and belief, {Bidder firm name}, registered under {Act details} and having its principal office at {Bidder Firm address with Pin Code}, has not been debarred/blacklisted by any Government / Semi-Government / Quasi-Government organization in India due to non-satisfactory past performance, or involvement in corrupt, fraudulent, or unethical business practices.

Yours faithfully,

For {Bidder firm name}

(Authorized Signatory)

This declaration is issued solely for the purpose of evaluation of the proposal submitted in response to {Insert details} for {Insert details}, issued by {Insert details} vide {Insert details}, dated {Insert details}, and shall not be used for any other purpose in any manner whatsoever.



**TECH FORM – 14**  
**UNDERTAKING CUM INDEMNITY BOND**  
(On stamp paper of Rs. 100/- duly notarized)

To,  
The Deputy Secretary  
DMR & CD, Jaipur  
Rajasthan

Ref: Bid No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Project/Work Name: \_\_\_\_\_

I/We, [Name of Authorized Signatory], aged about [Age] years, resident of [Residential Address], in my/our capacity as [Designation, e.g., Proprietor/Partner/Director] of M/s [Name of Firm/Company], having its registered office at [Office Address] (hereinafter referred to as the "Indemnifier"), do hereby solemnly undertake and execute this Indemnity Bond in favor of [Name of Procuring Entity] (hereinafter referred to as the "Indemnified"):

**1. Authenticity of Documents :** I/We hereby declare that all the information, documents, and certificates submitted by us in response to the aforementioned Bid are true, correct, and complete to the best of my/our knowledge and belief. No material fact has been concealed.

**2. Compliance with RTPP Act :** I/We undertake to comply with the provisions of the Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 and Rules, 2013, including the Code of Integrity.

**3. Indemnification against Loss :** I/We hereby agree to indemnify and keep indemnified the Procuring Entity at all times against all losses, damages, costs, expenses, and claims which may be incurred or suffered by the Procuring Entity on account of:

- Any misrepresentation or false information provided in the bid.
- Any breach of the terms and conditions of the Bidding Document or subsequent Contract.
- Any third-party claims arising out of the execution of the work or supply of goods.
- Any failure to provide after-sales service or spare parts as committed.

**4. Legal Consequences :** I/We understand that if any statement/document is found to be false or misleading, the Procuring Entity shall have the right to cancel the bid/contract, forfeit the Bid Security/Performance Security, and initiate debarment or legal action as per Section 11 and Section 46 of the RTPP Act.

**5. Binding Nature :** This bond shall be binding upon the Indemnifier, its successors, and legal assigns and shall remain in force until the completion of the contract/warranty period.



In witness whereof, I/we have signed this bond on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Signature of Indemnifier (Bidder): \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal: \_\_\_\_\_

**Witness 1:**

Signature: \_\_\_\_\_

Name & Address: \_\_\_\_\_

**Witness 2:**

Signature: \_\_\_\_\_

Name & Address: \_\_\_\_\_



## Part B: Financial Forms

### Form FIN1-Letter of Price Bid]

Date: \_\_\_\_\_

NCB No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

**To: Deputy Secretary, Disaster Management, Relief and Civil Defence Department.**

We, the under signed, declare that:

- (a) I/We have examined and have no reservations to the Bidding Documents, 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: **Supply, delivery, commissioning and related services of Quick Response Vehicle for Disaster rescue use with safety accessories as per bid document.**
- (c) The total price of our Bid, is

*The total bid price from the Price Schedules must 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 ITB2.10of 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]**



## FORM FIN 2

**(To be quoted in financial bid only)**

### Price bid

**Scope of Work:** Fabrication and supply of Quick Response Vehicles 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	<b>SUPPLY, DELIVERY, COMMISSIONING AND RELATED SERVICES OF QUICK RESPONSE VEHICLE WITH SAFETY ACCESSORIES</b>	55		
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 49 individual items/equipment's listed in this Part-B schedule.
2. The bidder must provide all 49 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 and Installation Services

Item No.	Description of Supplies and	Unit of Measurement	Quantity
1	Quick Response Vehicles	Nos	55

#### 2. Delivery and Completion Schedule

The delivery period shall start as of the date of signing the contract.

All vehicles shall be delivered at the Directorate of Civil Defence, Jaipur. After inspection, the vehicles shall be dispatched to all 41 District Collector Offices of Rajasthan, the Directorate of Civil Defence, and SDRF, Jaipur, as specified in the Supply Order. Delivery shall be carried out in lots of maximum 11 (eleven) vehicles at a time.

S.No	Quantity	Final Delivery Location (Post Inspection & Dispatch)
1	41	All 41 District Collector, Offices
2	2	Directorate of Civil Defence, Jaipur
3	12	SDRF Jaipur

Item No.	Description Of Supplies and Installation Services	Delivery Schedule (Duration)
1	Quick Response Vehicle	6 months

2

## Inspections and Tests

The following inspections and tests shall be performed:

Brief Description of the Item : **Quick Response Vehicle with safety accessories for disaster rescue**

The inspection and tests may be conducted on the premises of its supplier or manufacturer or at a point of delivery. If conducted on the premises of the supplier or its manufacturer, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

- a) The successful bidder shall offer the Prototype Quick Response Vehicle for approval of authority within 90 days from the date of award of the contract.
- b) After approval of Prototype vehicle by authority, balance vehicles shall be delivered within 6 months (inclusive of above 90 days) in batches of min. 11 vehicles.

All expenses towards to &fro traveling, lodging and boarding of the inspection team shall be borne by the successful bidder and no separate payment on this account will be admissible.

Should any inspected or tested goods fails to conform to the specification, the Purchaser may reject the goods or make alterations necessary to meet specification requirement free of cost to the purchaser. The Purchaser's Right to inspect or test or wherever necessary reject the goods after the good's arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the goods shipment. Nothing shall release the supplier from any warranty or obligation under the contract.

*The Supplier shall bear the cost of all sampling and testing, and/or pre-dispatch inspections at its premises.*

*Pre-dispatch inspections and testing shall be offered by the Supplier about 15 days before the scheduled date of dispatch.*



### 3. Technical Specifications

1	General Requirement
1.1	The Quick Response Vehicle fitted with water mist firefighting system and with various rescue equipment's shall be designed specifically for the purpose of firefighting to enable firemen to extinguish the fire at initial stages. It shall comprise of water mist system, 30 meters hose reel, and water and foam tank, cabin for 4 Rescuer (3+1), locker, and the entire unit shall be mounted on a chassis having approx. 3350 mm wheel base, Max. 4-ton GVW with fully factory built monocoque body, Right hand drive and suitable capacity PTO. The Vehicle Chassis shall comply BS VI (Euro 6) or latest applicable emission norms. Driver cabin should be equipped with Air Conditioner facility.
1.2	The Quick Response Vehicle fitted with water-mist fire fighting system shall be designed as per the designed, operational stability and structural strength based on the criteria laid in relevant standards.
1.3	The Quick Response Vehicle fitted with water-mist firefighting system shall be ready to use and all the equipment's and accessories shall be provided.
1.4	The appliance shall be fast on the road and easily manoeuvrable. The overall dimensions shall not exceed the limits specified herein.
1.5	No part of the chassis shall be cut or mutilated by the successful bidder without the prior permission of the concerned authority.
1.6	The successful bidder will be solely responsible for the safe custody and proper maintenance of the chassis or any part thereof till the fabrication is completed and the vehicle is handed over to the concerned authority.
1.7	The successful bidder will have to complete the work as per specifications stipulated below and complete the vehicle in all respect to put into operation and ready to use.
1.8	The vehicle shall be fabricated in such a way that the gross vehicle weight shall not exceed 4-tons including water tank, crew cabin, equipment and accessories.
1.9	The vehicle shall have seating arrangement for 4 Rescuer including driver. The driver cabin shall be suitable for driver and an officer in the front and two Rescuer in the rear body. The design of the cabin and rear body shall be submitted with offer.
1.10	An arrangement shall be made in rear body for keeping the various tools and equipment's, fire-fighting system, water and foam tank etc.

	1.11	The water tank of min. 500 liters and Foam tank of 50 liters capacity shall be provided and fitted in the rear body fitted with water inlet and outlet connections.
	1.12	The water mist system completes with pump, hose reel, water tank, lance etc. shall be mounted in the rear compartment behind the crew cabin.
	1.13	QRV should fitted with GPS tracker of fully integrated GPS and GPRS unit with large memory. QRV should be with navigation display system. The device should be water proof and temper proof. Software should have mobile website to allow tracking via smart phone.
	<b>2</b>	<b><u>Chassis:</u></b>
	2.1	The Chassis shall be having approx. 3350 mm Wheel Base with fully factory built and furnished driver cabin with monocoque construction rear body. The Vehicle Chassis shall be a Right-Hand Drive and shall comply BS VI (EURO 6) or latest applicable emission norms.
	2.2	The Chassis shall be approved from the appropriate authority in case not already an approved model.
	2.3	The engine shall be four cylinders, inline, turbo charged with inter cooler, preferably common rail injection system.
	2.4	The engine shall develop minimum Power 85 KW & 350 Nm Torque.
	2.5	The gearbox shall be Synchronesh having 5 forward and one reverse gears.
	2.6	Rear Axle shall live rigid.
	2.7	The front axle shall be dead rigid.
	2.8	The vehicle shall be provided with fully factory-built body including driver cabin and rear body having two doors in the front and one sliding door at left hand side and one rear door.
	2.9	The Steering shall be integral power steering.
	2.10	The Front and Rear Suspension shall be leaf spring type with telescopic shock absorber.
	2.11	The Brakes shall be vacuum assisted dual circuit hydraulic brakes with Tandem master cylinder.
	2.12	Fuel Tank - Capacity shall be min 60 liters with lockable fuel cap.
	2.13	The Chassis shall be provided with Nylon tyres of suitable size as per load on axles with spare tyre.
	2.14	The chassis shall be provided with driver cabin preferably with RED colour, made from high strength steel fully trimmed, external panels hot dip galvanized. The cabin shall be provided with adequate ventilation, rear view mirrors, windscreen and windows, adjustable driver seat, wiper system and along with all other standard fitments.
	2.15	The Electrical system shall be 12V, with suitable capacity batteries & Alternator for charging the batteries.
	2.16	The chassis shall be supplied with standard tool kit, hydraulic jack, operator & workshop manuals.

	2.17	The Chassis shall be fitted with suitable capacity Power Take Off Unit to drive the pump.
	2.18	The Chassis shall be directly procured by the successful bidder confirming to above specifications. The Transportation responsibility of the chassis up to successful bidders manufacturing facility lies with the successful bidder.
	2.19	The Chassis shall comply all the provisions and enactment of Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 and any amendment from time to time.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
	<b>3</b>	<b>Rear Body</b>
	3.1	The rear body shall be original factory built by chassis manufacturer and shall be made from high strength steel fully trimmed; external panels hot dip galvanized. The rear body shall be made in line of driver's cabin and shall be such as to accommodate two firemen. There shall be full partition between driver cabin and rear body with sliding window of suitable size.
	3.2	The approx. dimensions of crew cabin shall be as follows: Length of rear body - 4200 mm. approx. Width of rear body - 1975 mm. approx. Height rear body - 2250 mm. approx. The final overall height shall be mentioned by successful bidder.
	3.3	The complete external panelling of the vehicle including doors shall be made from high strength galvanized steel duly painted by cathodic electrode position process.
	3.4	The complete internal panelling of driver-cum-crew cabin shall be of 18 SWG aluminium sheet properly riveted and bided to the super structural members.
	3.5	The flooring of the rear body shall be made from 12 mm marine grade plywood provided with 3 mm aluminium chequered plates rigidly fixed to the flooring. Trap doors for topping up wherever necessary shall be provided
	<b>4</b>	<b>Doors And Windows</b>
	4.1	The driver cabin shall be equipped with full two doors, for driver and officer in the front and one sliding door at left hand side and one rear door

		in two halves.
	4.2	All the doors shall be fitted on the body shell with hinges and fitted with best quality handles.
	4.3	The window on all the doors shall be full lift type with regulating machine.
	4.4	For all the above windows toughened safety glasses shall be provided.
	4.5	The rubber bedding used for fitting glasses and window frames shall be E.P.D.M. rubber.
	4.6	The grab handles shall be provided from inside the cabin.
	<b>5</b>	<b>Seats</b>
	5.1	The driver seat shall be fully adjustable type both vertical upward and downward, forward and backward. The seat shall be fixed to the flooring by means of nuts and bolts. The seat assembly shall be of original supplied with chassis.
	5.2	The officer's seat shall be adjustable or fixed type. The seat shall be fixed to the flooring by means of nuts and bolts. The seat assembly shall be of original supplied with chassis.
	5.3	The crew seat shall be suitable for 2 Rescuer, rigidly fixed to the floor by means of nuts and bolts. The seat shall be fully upholstered.
	5.4	The seat shall have facility for keeping ready to use BA sets – 2 nos.
	5.5	The seat shall have different Colour combination.
	<b>6</b>	<b>Tools And Equipment Mountings.</b>
	6.1	The fire pump, hose reel, water tank, foam tank, rescue tools, and all the other equipment's shall be properly stored and fitted in the rear body ergonomically.
	6.2	The tools and equipment's shall be arranged in such a manner that the load distribution shall be equal on both the sides.
	6.3	The placement of equipment's in the rear body shall be clearly shown in the drawing.
	6.4	The mountings for all the tools and equipment's shall have board and rubber mount including all fabrication, sliding trays to store various rescue tools and other equipment's duly painted and mounted at suitable locations in such way that the vehicle inside space can used more effectively.

6.5	Proper fastening arrangement shall be made in the rear body for keeping all the accessories, tools and gears
<b>7</b>	<b>Water And Foam Tank</b>
7.1	An integrated water tank of 500 liters and Foam tank of 50 liters shall be fabricated from High-density polyethylene (HDPE) material and mounted in the rear body.
7.2	The tank shall be mounted in the rear body on heavy duty mountings in such a manner that, the proper load distribution on each axle is achieved.
7.3	The water and Foam tank of required capacity shall be fabricated from High-density polyethylene (HDPE) and rectangular or 'T' shape duly mounted on a chassis in a manner keeping in view the proper load distribution on the axles. The load distribution calculation shall be shown in the detailed drawing.
7.4	The tank design shall be such that it should prevent the surge of water while the vehicle is in motion, accelerating, braking in speed and cornering. The arrangement of baffles shall be clearly shown in the drawing.
7.5	The tank shall be mounted on minimum four supports with heavy rubber mountings preferably metacone mountings.
7.6	The tank shall be fabricated from High-density polyethylene (HDPE).
7.7	Suitable lifting eyes shall be provided on the shell of water tank to enable it to be lifted from the vehicle for repairs / replacement as and then required
7.8	The tank shall be fitted 50 mm overflow pipe of suitable non-corrosive material and it shall be taken down below the chassis but without reducing the ground clearance.
7.9	The tank shall be fitted with one 63 mm instantaneous hydrant connection with non-return valve and strainers, closed to the pump panel for filling the tank through 50 mm. bore of suitable non-corrosive material.
7.10	A flexible draw pipe of 1" dia. shall be taken from the tank to the pump suction inlet, incorporating a ball valve of reputed make.
7.11	The water tank with its piping and fitments shall withstand hydrostatic pressure of 0.3 bar.
7.12	The water tank shall have one treaded manholes of 150 mm. dia. The manhole treaded cap shall be made from suitable material threaded cap with lugs for filling the water in the tank from outside.

	7.13	The tank shall be provided with SS ball valve for draining the water.
	7.14	Suitable foam transfer pump shall be provided for transferring the foam liquid from jerry can to foam tank.
	<b>8</b>	<b>Water Mist Fire Fighting System.</b>
	8.1	Water Mist system shall be provided for offensively attacking fire. The ultra-high-pressure firefighting system shall allow the operator to attack fire from a safe position at incipient stage.
	8.2	The flow of the pump shall not be less than 35-38 LPM at 90-100 bars.
	8.3	The pump shall be drive through propeller shaft.
	8.4	The pump shall be provided with safety valve and shall be set at appropriate pressure.
	8.5	The pump shall be provided with inlet filter of 50 micron.
	8.6	The control panel shall be ergonomically designed and operator friendly. The panel shall be labelled and installed to be easily visible from the operator's position. The following instruments and controls shall be installed
		Water level indicator
		Low water alarm
		Pressure gauges
		High pressure pump on/off switch
	8.7	The pump shall be provided with high pressure gun having dual strike for straight penetration and fog conversion.
	8.8	The gun shall be capable of producing water mist and jet.
	8.9	Straight stream shall deliver penetrating stream coupled with fine cooling Mist
	8.10	Fog stream shall create excellent foam expansion for maximum coverage.
	8.11	The gun Shall have Quick conversion from straight stream to fog stream coverage by rotating lance
	8.12	The discharge rate of the gun shall be 38 LPM @ 90 Bar.
	8.13	Wall through punch nozzle and roof through nozzle should be provided with SS smooth taper.

	8.14	The water pump should be EN / NFPA / CE Approved.
	8.15	The approx. weight of the gun shall not be more 2.25 Kgs.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
	<b>9</b>	<b>Hose Reel – 1 No</b>
	9.1	The vehicle shall be provided with hose reel and mounted on heavy duty brackets at the rear side of vehicle.
	9.2	The hose reel shall have guide for roll out / in with detachable handle.
	9.3	The hose reel shall be provided with ½” dia. X 30 m reinforced hose.
	9.4	The reinforced hose shall sustain working pressure up to 250 Bar & sustains temperature from -20 to +55 Degree Celsius.
	<b>10</b>	<b>Power Take Off</b>
	10.1	The vehicle shall be provided with suitable PTO to drive firefighting pump.
	10.2	The PTO shall have suitable ratio so that it should deliver rated power and torque to drive fire pump at rated output.
	10.3	The PTO shall either be gear mounted supplied along with chassis-by-chassis manufacturer or split shaft of reputed make. The PTO details shall be submitted with offer.
	10.4	The PTO actuation shall be done suitably from driver’s cabin.
	<b>11</b>	<b>Pneumatic Lifting Bag – 1 Set</b>
	11.1	The insertion height of the bag shall not be more than 25.4 mm.
	11.2	The working pressure of the bag shall be 8 to 10 bar and it can be inflated by SCBA cylinder.
	11.3	The lifting capacity shall not be less than 20 Ton.
	11.4	The lifting height of the bag shall not be less than 240 mm.
	11.5	The bursting pressure of the bag shall not be less than 32 bar.
	11.6	The size of the bag shall not be more than 550 x 550 mm.
	11.7	The maximum weight of the bag shall not be more that 15 Kgs.

11.8	The pneumatic lifting bags shall be relevant EN / CE safety standards.
11.9	The pneumatic lifting bags shall be provided with following accessories.
	Pressure reducer 300 bar to 8 bar – 2 no.
	Single control unit –1 No.
	Air hose 10 meters – 1 no.
	Shut off hose with safety valve – 1 no.
	<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
<b>12</b>	<b>RESCUE TOOLS</b>
<b>12.1</b>	<b>Hydraulic Combi Tool – 1 No.</b>
12.1.1	The Hydraulic Combi Tool shall be able to cut, spread, pull and squeeze.
12.1.2	The hydraulic combi tool shall connect to hydraulic motor pump or hydraulic hand pump through a quick coupler to cut, spread, squeeze or pull.
12.1.3	It shall be able to dismantle the entire vehicle and cut off vehicle components, metal structural pipes, special-shaped steel materials and steel plates.
12.1.4	The cutter shall be made of high-strength alloy product steel, which shall have long operating time and strong wearability.
12.1.5	The hand valve operation shall fix the blade in any position when opening and closing, which shall be self-locking, opening and closing quickly, speeding up the rescue process.
12.1.6	LED lighting shall be provided at the handle to facilitates rescue operation in dimly lit environments.
12.1.7	There shall be Grip teeth on both blades for extra force when spreading and cutting to avoid danger caused by slipping.
12.1.8	When the hand valve is in the neutral position, the tool shall not move and the oil shall not return to the pump.
12.1.9	<b>Technical Parameters:</b>

		<p>Working Pressure: Max. 720 bar</p> <p>Blade Opening Distance: Not more than 480 mm</p> <p>Cutting Force: Not more than 430 kN</p> <p>Cutting Capacity (round bar according to EN 13204): Max. 42 mm dia.</p> <p>Max. Spreading Force: Not more than 230 kN</p> <p>Min. Spreading Force: Not less than 62 kN</p> <p>Max. Squeezing Force: Not less than 80 kN</p> <p>Max. Pulling distance: Not less than 220 mm</p> <p>Max. Pulling Force: Not less than 86 kN</p> <p>Working temperature: - 30<sup>0</sup> C to + 55<sup>0</sup> C</p> <p>Weight, ready for use: Not more than 19 kg</p> <p>Dimensions (L x W x H): 800 x 240 x 190 mm</p>
	12.1.10	The hydraulic combi tool shall confirm to EN ISO 12100:2010 & EN 13204:2016 standards.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
	<b>12.2</b>	<b>Hydraulic Rescue RAM</b>
	12.2.1	The hydraulic ram shall be driven by high-pressure hydraulic oil to move the piston and provide powerful force.
	12.2.2	The hydraulic ram shall connect to a hydraulic motor pump or hydraulic hand pump to support, pull and keep heavy objects stable.
	12.2.3	The main parts of hydraulic ram shall be made of high-strength alloy product steel.
	12.2.4	The end shall be equipped with anti-slip teeth, which shall provide solid support and effectively avoid the danger caused by sliding.
	12.2.5	<p><b>Technical Parameters:</b></p> <p>Working Pressure: Max. 720 bar</p> <p>Number of Plunger: 2</p>

		<p>Lifting Force Plunger 1: Not less than 26.5 Ton</p> <p>Lifting Force Plunger 2: Not less than 13.5 Ton</p> <p>Stroke 1<sup>st</sup> Plug: Not less than 320 mm</p> <p>Stroke 2<sup>nd</sup> Plug: Not less than 290 mm</p> <p>Retracted Length: Not less than 460 mm</p> <p>Extended Length: Not less than 1070 mm</p> <p>Working temperature: - 30<sup>0</sup> C to + 55<sup>0</sup> C</p> <p>Weight ready to use: Not more than 13.5 kg.</p> <p>Dimensions (L x W x H): 535 x 405 x 130 mm</p>
	12.2.6	The hydraulic ram shall confirm to EN ISO 12100:2010 & EN 13204:2016 standards.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
	<b>12.3</b>	<p><b>Motor Pump:</b></p> <p>Number of connections: 1</p> <p>Working Pressure: Max. 720 bar</p> <p>Engine: 4 stroke, Petrol Engine</p> <p>Engine Power: 2.1 HP</p> <p>Rated Engine Speed: 4800 ± 200 rpm</p> <p>Fuel Tank: Min. 0.75 Liters</p> <p>Hydraulic Oil Tank: Min. 1.5 Liters</p> <p>Flow rate high pressure: 0.65 L/min.</p> <p>Flow rate low pressure: 2.1 L/min.</p> <p>Working temperature: - 30<sup>0</sup> C to + 55<sup>0</sup> C</p> <p>Weight: Not more than 15 kg</p> <p>Dimensions (L x W x H): 320 x 270 x 390 mm</p>

<b>13</b>	<b>Winch</b>
13.1	A pulling winch of 2 ton pulling capacity shall be provided and fitted on the front bumper.
13.2	The winch shall operate suitably.
13.3	Wire cable of minimum 15 m length on rope drum (duly plasma wire rope) with replaceable self-locking clevis hook shall also be provided.
13.4	Diameter of rope is 6 mm.
<b>14</b>	<b>ALTERNATOR UNIT/ DG SET</b>
14.1	The generator shall be driven suitably.
14.2	The generator shall be single phase 230 volt, +/- 6%, 3.5 KVA, 50 Hz,
14.3	The generator shall be provided with automatic circuit breaker unit for protection from overloading.
14.4	The voltage shall be kept constant through the whole load range with accuracy of +/- 6%.
<b>15</b>	<b>Hand Held Forcible Entry Tool (PRT KIT):</b>
15.1	The forcible entry tool suitable for prying, enlarging opening, cutting sheet metal, and twisting off locks and latches shall be provided
15.2	The hand-held forcible entry tool shall include one compact Ram Bar which shall be made of Hard coated aluminium alloy. The tube body and handle shall be machined grooved for non-slip grip. The Ram bar shall be hard coated aluminium alloy tool bit retainer and a locking ring. The Ram bar shall have a locking device which can lock the ram bar at any length for added leverage and safety and also storage.
15.3	The Ram bar should be able to connect the interchangeable bits.
15.4	The Ram bar design shall have an easy sliding action which can direct all its force directly at the point of impact for maximum effect.
15.5	It includes PRT Bar of 26.6" length, Lock breaker Claw, 3" Chisel, 1" Chisel and Cutting Claw.
15.6	Various number of tools of different sizes. Tentative weight 5 kg.
	<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
<b>16</b>	<b>Multipurpose seven in one Hand Tools Kit:</b>
16.1	Multipurpose seven in one Hand Tool Kit shall be provided as per following specifications:
16.2	Tool shall be made out of high-grade tempered steel, 34 inches composite poly glass handle.

	16.3	The head of axe shall be 3.5-pound Hudson bay style.
	16.4	The tool shall have Leather axe sheath.
	16.5	The weight of the tool shall be approx. 12.5 pounds.
	16.6	Tool Kit shall comprise of following tools: Axe with sheath, Shovel, Mclead Reversible Roke / Hoe, Safety Locking pins, Broad Pick, Pick, Mattock.
	<b>17</b>	<b>Breathing Apparatus - 02 Nos.</b>
	17.1	The vehicle shall be provided with Self-contained, positive pressure, open circuit breathing apparatus set – 02 nos.
	17.2	The BA set shall be mounted in the integrated arrangement provided in the firemen seat in the rear compartment.
	17.3	The BA set shall confirm to EN137 – 2006 (Part 2) standard and shall be of reputed make.
	17.4	The BA set shall consist of air carbon composite air cylinder, back plate, face mask, lung demand regulator, and pressure reducing valve, hoses and pressure gauge.
	17.5	The min. duration of use of the set shall not be less than 45 minutes.
	17.6	The working pressure of the cylinder shall not be less than 300 bar and the test pressure shall be 1.5 times the working pressure. The cylinder shall be approved by PESO.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
	<b>18</b>	<b>Nylon Rope – 01 No.</b>
	18.1	The rope shall be Nylon or Polyamide having 12.5 mm dia. and 30 mtrs. length.
	18.2	The rope shall meet CE / EN 1891 Type A standards.
	18.3	Strength ties with figure-eight knot min. 15 kN
	18.4	Strength with sewn termination min. 22 kN
	18.5	Weight per meter approx. 110 gms.

<b>19</b>	<b>Auto Jack - 01 No.</b>
19.1	The jack shall be a piston actuated, spring loaded, automatically rise to engage a vehicle body or object to be lifted.
19.2	The jack shall lock automatically during operation.
19.3	The jack shall be capable of reaching the height of 330 mm.
19.4	The jack shall weigh less than 7 kg.
19.5	The jack should lift minimum 900 kgs.
19.6	It shall be very compact in size and stowed at convenient place in Vehicle.
<b>20</b>	<b>ABC Type Fire Extinguisher – 01 No.</b>
20.1	The fire extinguisher shall be stored pressure of DCP ABC type of 6 kg capacity.
20.2	The extinguisher shall be ISI marked.
20.3	The extinguisher shall meet IS 15683 standards.
20.4	The extinguisher shall be fixed in the locker.
20.5	The ABC type effective at extinguishing fires that involve ordinary combustibles, such as wood, cloth, and paper liquids, greases, gases, electrical equipment's.
20.6	Two auto blast fire extinguishers of 0.5 kg capacity each. One fitted in Driver cabin and one near Rescuers sitting arrangements.
<b>21</b>	<b>Battery Operated Wood Cutter – 01 No.</b>
21.1	The cordless chain saw strong reliable with a 160 W lithium-ion battery for up to 150 cuts in squared spruce timber (10 cm x 10 cm).
21.2	It shall have 30 cm long guide bar.
21.3	It shall have innovative electronically-controlled electric motor (EC) that shall be brushless, low-wear and works with outstanding staying power
<b>22</b>	<b>Portable Suitcase Light Mast – 01 No.</b>
22.1	The lighting system shall be portable, light weight, and packed in easy to carry box.
22.2	The light shall have multiple Cree LEDs to give light intensity up to 10000 lumens.
22.3	The light shall have different light modes.
22.4	The minimum run time in high mode shall not be less than 7 Hours.

	22.5	Charging time not more than 6 hours.
	22.6	There shall be swivelling telescopic mast extends up to 5 feet high & 360-degree articulate LED light arrays.
	22.7	The light should be store in outdoor type box and should be water proof, unbreakable with wheel, extendable handle to pull & stability feet for uneven surface.
	22.8	The complete systems should be packed in box and also rechargeable battery should be fixed inside properly with easy charging connection from side of the outdoor box.
	22.9	The box should come with quick lock and release systems & battery status indicators and should be IP 67 approved.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
	<b>23</b>	<b>LIGHT MAST</b>
	23.1	A compact, low profile, roof mounted lighting mast system shall be fitted with 2 x 150 watts or equivalent High-Power LED lamp.
	23.2	The mast shall be vertically elevated and pneumatically extended up to 1800 mm from the roof of the vehicle.
	23.3	The lighting is provided by a 12 V DC with pistol grip remote control positioner.
	23.4	The generator power shall be used for lighting the light mast so as to operate the mast for longer time without any interruption.
	23.5	It shall have directional lighting system with 360 degrees rotation and 180 degrees tilt lamps to provide total coverage.
	23.6	The remote-control unit shall allow a person to operate all the functions of the light mast and accurately aim for complete directional positioning.
	23.7	The complete unit shall preferably be imported and it shall comprise of pistol grip handheld remote control with cable, RCP rotation and tilt positioner, mounting frame with built in tilt system etc. It should be water proof.
	23.8	The total maximum weight of the light mast shall be less than 52 Kgs. It shall be manufactured in lightweight aluminum and stainless-steel materials.
	23.9	Light mast should have appropriate IP protection certification.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>

<b>24</b>	<b>Scoop type stretcher- 01 No.</b>
24.1	The scoop stretcher shall be telescopic type to allow length adjustment as per patient height. It should have twin aluminum safety locks for smooth and non-binding locking and unlocking. It should have narrow foot-end frame for handling in confined areas.
24.2	The stretcher shall comply approx. following dimensions:
	Folded Length – 120 cms.
	Minimum open length – 166 cms.
	Maximum open length – 201 cms.
	Width – 43 cms.
	Height – 7 cms.
	Weight: less than 10 kgs.
	Load carry capacity – minimum 150 kgs.
	The stretcher shall be reputed make.
<b>25</b>	<b>Life Jacket – 04 Nos.</b>
25.1	The jacket of universal size should be so designed to save human life in water.
25.2	It should be made of highly visible international “Orange” colour, rot proof nylon, stuffed with polyurethane foam with nylon webbing and retro-reflective tapes.
25.3	It should be highly buoyant even when punctured or torn, waterproof and non- inflammable.
25.4	It should confirm to SOLAS 1983 (IM) Resolution A 689 (17) or CE or MMD approved.
<b>26</b>	<b>Firefighting delivery Hose -02 Nos.</b>
26.1	The hose shall comply IS 636-1988 standards Type A and ISI marked.
26.2	The hose shall be 38 mm dia. with 30 mtrs. in length.
26.3	The hose shall be rubberized lined, woven jacketed, with elastomeric coating.
26.4	The hose shall be provided with GM instantaneous male and female couplings as per IS standards duly bind to hose.
26.5	It can handle the pressure up to 150 to 200 bar.
<b>27</b>	<b>Torch – rechargeable – 02 No.</b>
27.1	It should be LED rechargeable torch made out of thermoplastic housing with rubberized cushion grip.

	27.2	It should be very compact and dimensions should be less than: Length -7.5 X Width-5 x Height -6.5 inches. Weight should be less than – 2 LBS.
	27.3	It should work for at least three hours once fully charged. High Output should be minimum 145 Lumens and Low output should be minimum 70 Lumens.
	27.4	Torch should have appropriate IP protection certification.
<b>28</b>		<b>Smoke Cutting Torch</b>
	28.1	Body shall be made of Polycarbonate which is resistant to flame, heat and shock.
	28.2	It shall have laser pointer. Min. power output 10W with 1300 lumens. 3 Modes light control high/middle/low having rechargeable battery pack with battery power remaining indicator. Beam distance shall be min 300 m.
	28.3	The torch shall have a hard metal yellow protruding part to penetrating smoke and break the window for escaping.
	28.4	Torch shall have one self-defense alarm function & rescue alarm function, if the user does not move for 10-15 sec it shall send rescue signals with strong flashing lights and alarm sound of 90 dB.
	28.5	Battery capacity shall be min. 2,600 mAH with using time 1.5 hr to 8 hrs. CE & IP67 approved.
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
<b>29</b>		<b>Aluminium Extension Emergency up ladder – 01 No.</b>
	29.1	The ladder shall be quick up ladder and should be able to put in operation within 15 to 20 seconds.
	29.2	It should be manufactured in high strength aluminium alloy.
	29.3	It should not exceed following dimensions. Folded Size: L -24 x W - 4.5 x H-13.7 inches. Extended height should not be less than 11 feet. Weight – Less than 17 kgs.
<b>30</b>		<b>Crow bar 16" long – 01 No.</b>
	30.1	Shall be made out of high-grade steel. Tentative Weight – 1.5 kg.
	30.2	Length of Crow Bar shall be minimum 16 inch.
<b>31</b>		<b>Hammer – 01 No.</b>
	31.1	Shall be made out of high-grade steel.
	31.2	Universal Size. Tentative weight – 6 kg.
<b>32</b>		<b>Spade – 01 No.</b>

	32.1	Shall be made out of high-grade steel.
	32.2	Spade shall have wooden handle.
	32.3	Universal Size. Tentative weight – 7 kg.
<b>33</b>	33.1	<b>Life Buoy – 4 Nos. as per IS Standard</b>
	33.2	<b>Material</b> – High Density, UV – resistant polyethylene HDPE shells filled with polyethene (PU) foam.
<b>34</b>		<b>First Aid medical Outfit for 25 persons – 01 Set</b>
	34.1	It shall include a Medical First Aid kit for 25 Persons.
	34.2	It shall include CPR Masks – 3 Nos.
	34.3	It shall include adjustable Collars – 5 Nos.
	34.4	It shall have Ambu Bags for Child 1 No. and Adult 1 No.
	34.5	It shall have color coded Airway Oral Sets of different sizes – 60 mm, 70 mm, 80 mm, 90 mm, 100 mm.- 2 Nos.
	34.6	It shall have Emergency adjustable Flexible Splints of Large, Medium and Small Size (Set of Three) – 1 No.
	34.7	It shall have Pneumatic Splints Set – 1 No. - Material Radio Lucent, Light Quality Plastic. - With Inflation Valve and Closing Clamp, Fixing by Radio Lucent Zipper. - Set of Six Sizes Hand and Wrist Half Arms, Full Arms, Foot and Ankle, Half Leg and Full Leg.
	34.8	It shall have 5 Nos. of Glasses for Eye Protection.
	34.9	Is should be approved by BIS and Medical Board.
<b>35</b>		<b>Forcible Entry Hand Tool – 1 NO</b>
	35.1	The forcible entry hand tool shall be 8-in-1 type suitable for prying, splitting, board bending, and striking jobs.
	35.2	The tools consist of Demolition head, Gas shut off feature, spanner wrench, Pry bar for ripping, Hydrant wrench, 2 <sup>nd</sup> tier board jaw, Board jaw, Beveled nail slot.
	35.3	The tool shall be one-piece forged steel bar.
	35.4	The tool shall have heat treated and tempered striking face.
	35.5	The tool shall have heat resistance grip.
	35.6	The tool shall have carabiner holes for easy attachment of shoulder strap.
<b>36</b>		<b>Sand Bag – 2 NOS.</b>
	36.1	The sand bags shall be made from white canvas of 10 kgs. Capacity with

		carrying handles and Velcro zipper.
<b>37</b>		<b>Search Light – 2 NOS.</b>
	37.1	It should be Improved & simplified version by adding infinite horizontal rotation function.
	37.2	LED light source shall have high concentrated reflector in order to achieve strong light.
	37.3	Self-locking motor ensure bite close when folded.
	37.4	It should have conducted ring to achieve infinite rotating angle 360 degree in horizontal direction & 135 degree in vertical direction.
	37.5	It shall use normal controller.
	37.6	<p><b>Specifications:</b></p> <p>Voltage: DC 12V <math>\pm</math>10%/ DC 24V</p> <p>Power: 35W</p> <p>Light Source: Vertical rotation &gt; 135-degree, Horizontal rotation &gt; 360 degree</p> <p>Luminous Flux: 3240 lumens</p> <p>Remote-controlled Distance: &gt;30m</p> <p>Protection level: IP65</p>
		<i>The Bidder must upload OEM Authority Letter mentioning the tender reference number confirming the specifications along with required certifications as mentioned above. The OEM shall also confirm to provide after sales service support and supply of spare parts for next 8 years from the date of supply of vehicle.</i>
<b>38</b>		<b>Electrical System</b>
	38.1	The control panel is ergonomically designed and operator friendly. The panel is labelled and installed in such a way to have easiest visibility from the operator's position. The Panel is used for the control of various equipment's Fire Pump ON/ OFF Switch etc.
	38.2	<p><b>PA System with Siren:</b></p> <p>Electrical siren of 1-mile range 12 volts D.C. of reputed make is provided and fitted at suitable place with two controlling push buttons on one officers' side and another at Driver side.</p>

	38.3	<b>Electrical Wiring and Interfacing:</b> All the important electrical circuit with separate fuses suitably indicated and grouped into a common fuse box located at an accessible position. Electrical cable size vary from 10 sq. mm to 50 sq. mm. The fuse capacity depends on usage of rescue equipment, it is vary from 5 Amp to 20 Amp.
	38.4	<b>Light Bar:</b> Multi-Colour Light Bar approved for Fire Vehicle is provided on vehicle.
<b>39</b>		<b>Chemical Suit</b>
	39.1	It should be light weight and comfortable to wear. It should be reusable. It is useful for chemical rescue operation like handling of finest chemical dusts, powders, many concentrated inorganic acids and alkalis. It should be CE certified & type 3,4,5 & 6 classified
	39.2	<b>Material:</b> Often constructed from multi-layer composite films, butyl rubber, or high-density PVC, providing high resistance to acids, alkalis, and permeation.
	39.3	<b>Seams:</b> Must be stitched and taped, or high-frequency welded to ensure total liquid/gas tightness.
	39.4	<b>Closure:</b> Long, gas-tight, and chemically resistant zippers, usually covered by a double storm flap with Velcro.
	39.5	<b>Visibility:</b> Large, anti-fog coated, chemically resistant, and impact-resistant visors.
	39.6	<b>Gloves &amp; Boots:</b> Integrated or compatible gloves (e.g., Neoprene/Butyl) and chemically resistant boots (200 Joule steel toe) are required.
	39.7	<b>Design:</b> Often features a hooded design (compatible with respirators/SCBA), elasticated cuffs/ankles, and sometimes a "bat wing" design for easy operating.
<b>40</b>		<b>Safety Hand Gloves, Gum Boots, Safety Goggles, Helmets.</b>
	40.1	Two sets of Safety Hand Gloves, Gum Boots and Goggles suitable for fire and Rescue operations with relevant safety certificate.
<b>41</b>	41.1	<b>Front Dash Camera</b>
	41.2	A front-facing camera in a vehicle primarily enhances driver safety and situational awareness by providing a visual view of the road ahead. This is achieved through features like lane departure warnings, forward collision warnings, and traffic sign recognition, ultimately aiding in

		preventing accidents and improving overall driving experience.
	41.3	<b>Resolution:</b> To capture crystal-clear footage the min resolution should be 1080p.
	41.4	<b>Wide-Angle Recording:</b> To cover the entire road ahead, the min wide angle lens should be 130° to ensure that up to 3 lanes in front of the vehicle are covered.
	41.5	<b>Superior Night Vision with WDR Technology:</b> Equipped with a low light sensor and Wide Dynamic Range (WDR) technology, a dash cam will excel in capturing clear details even during nighttime. It can effectively record road signs, license plates, and signal lights.
	41.6	<b>Auto start:</b> As soon as you start your car, so does the dash camera, ensuring it captures every moment of your drive.
	41.7	<b>BIS Certification:</b> The dash cam must bear the BIS certification markings, signifying rigorous laboratory testing. This guarantees robustness and the highest quality of components employed in their manufacture. BIS certification serves as India's hallmark of excellence, aligning with international standards for quality assurance.
	41.8	Cameras should be detachable type.
	<b>42</b>	<b>Scuba Diving Kit</b>
	42.1	It is used to enable a diver to breathe underwater and explore the depths safely. It allows for mobility and exploration beyond the reach of traditional diving equipment. Components of a SCUBA kit typically include Buoyancy Control Device, Diving suit, Fins, Mask, Safety equipment: This includes items like a knife, whistle, and a safety flag.
	42.2	<b>Cylinder:</b> 11.1 to 12-litre capacity, made of aluminium or steel, with a working pressure of 200 bars.
	42.3	<b>Regulator Set:</b> High-performance (approx. 1900 l/min flow rate) with first and second stage, balanced diaphragm or piston with cold-water protection (XTIS).
	42.4	<b>Buoyancy Compensator Device (BCD):</b> Constructed with 600 Denier exterior (abrasion resistance) and 420 Denier interior (puncture resistance).
	42.5	<b>Mask:</b> Tempered single-glass lens, liquid silicone skirt with a wide field of vision.
	42.6	<b>Wetsuit:</b> 3mm-5mm neoprene, full-length, often with a back zip and reinforced knees.

42.7	<b>Weight System:</b> Nylon buckle belt with 1 kg to 2 kg lead weights.
42.8	<b>Fins:</b> Bootie-type fins with adjustable straps.
42.9	<b>Underwater Knife:</b> Stainless steel blade, minimum 6 inches, with saw edge and line cutter.
42.10	<b>Emergency / Technical Gear:</b> Includes a sub-surface buoy (SMB), diving compass, and, in some configurations, a full-face mask with communication sets (up to 400m range).
42.11	<b>Weight on Surface:</b> Total kit should be manageable, often under 30 kg.
42.12	<b>Weight in Water:</b> Maximum 4 kg (approx.) for the harness system.
42.13	Scuba Diving Kit shall have appropriate EN standard and approved by PESO.
<b>43</b>	<b>Face Mask with Canister</b>
43.1	It should be Useful for getting fresh filtered air while working in confined space / chemical rescue operation.
43.2	<b>Face-piece Material:</b> Typically constructed from silicone elastomer or natural rubber for a tight seal.
43.3	<b>Canister Specifications:</b> 40 mm thread connector, activated carbon filters, often meeting NIOSH chemical, biological, radiological, and nuclear (CBRN) standards.
43.4	<b>Canister Specifications:</b> 40 mm thread connector, activated carbon filters, often meeting NIOSH chemical, biological, radiological, and nuclear (CBRN) standards.
43.4	<b>Breathing Resistance:</b> Exhalation resistance $\leq 100$ Pa $\leq 100$ Pa at 30 L/min and inhalation resistance $\leq 40$ Pa at 30 L/min.
43.5	<b>Field of View:</b> Total field of vision is usually $\geq 70$ % $\geq 70$ % for full-face masks.
43.6	<b>Weight:</b> Generally around 933g for a full-face respirator, including the canister.
43.7	<b>Performance:</b> Designed to filter organic vapours, acid gases, ammonia, and particles (e.g., P100 type), with HEPA filtration capacity often exceeding 95% to 99.97 % depending on the grade.

	43.8	<b>Fit/Comfort: Often features 5 or 6 adjustable straps and a speech diaphragm.</b>
	<b>44</b>	<b>Walkie - Talkie Flame Proof</b>
	44.1	It should be Flame proof, or intrinsically safe, are used in hazardous environments where there's a risk of flammable gases or dust, preventing ignition. Should be capable for safe communication in industries like oil and gas, mining, and chemical processing and it should provided with appropriate safety certificate.
	44.2	It should have Good Finishing, Design, Light Weight, Long Lasting, Dial Screen, Scratch Proof, Seamless Design, Waterproof etc.
	44.3	Display should be Digital type.
	44.4	Battery Capacity : 1600 mAh or Higher or 12 Hours of usage
	<b>45</b>	<b>Snake Catcher</b>
	45.1	Snake hooks can be used for both pet and wild snakes. With the help of this one can safely handle, capture or transport a snake while ensuring a safe distance. This comes in handy for dealing with wild snakes or venomous snakes that pose risk to the handler.
	45.2	<b>Length &amp; Material:</b> Ranging from 1-meter to 2.3-meter (4.5 to 7.5 feet) telescopic models, constructed from lightweight, rust-proof aluminium alloy, with some models utilizing stainless steel or strong PVC, ensuring durability while remaining lightweight (approx. 750g - 1kg).
	45.3	<b>Jaw Mechanism:</b> Features wide-opening, curved jaws (approx. 3cm long lips) with silicone, rubber, or padded grip, designed to catch the snake firmly without pinching or causing harm.
	45.4	<b>Operating Mechanism:</b> Utilizes a spring-loaded, pistol-style grip with a locking feature to hold the snake securely at a safe, long-distance.
	45.5	<b>Material:</b> Most high-quality tools use <b>anodized aluminium alloy or stainless steel</b> to ensure they are rust-resistant and weather-proof.
	<b>46</b>	<b>Extension Cord</b>
	46.1	It should be 100-meter long, 8 mm cable extension cord which will be suitable for providing power to equipment in areas where the outlet is far away. It can be used for rescue sites, temporary power solutions, or any applications where extended reach is needed. The extension cord should be of ISI Standard.

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<b>47</b>	<b>Chain Saw</b>
47.1	It should be Gasoline powered chainsaws and are used for firefighting, rescue, and forcible entry by structural firefighters, wildland firefighters, and urban search and rescue teams. Should be capable to use these tools to cut ventilation holes in structure, construct shoring systems, and to clear fire line.
47.2	The chain saw machine shall be petrol engine driven having min. 20" guide bar length and suitable for cutting all types of trees.
47.3	The machine shall be provided with single cylinder, air cooled 2/4 stroke petrol engine having min. 50 CC capacity. The power of the engine shall not be less than 3.0 HP. Chain with 34/36 numbers of cutting tips. Compatible with chain saw of 20 inch.
47.4	Should be capable of cold manual pull cord start
47.5	Should be provided with choke arrangement. Fuel tank of capacity at least 0.5 ltrs and oil tank capacity at least 0.25 ltrs
47.6	Weight not more than 5 kgs without guide bar and chain.
47.7	The chain saw machine shall be of reputed make such as Sharpex, PARTNER, STIHL, BOSCH, HITACHI etc. and CE approved.
<b>48</b>	<b>Dewatering Pump</b>
48.1	Hydraulic operated 1600 Liters Per Minutes discharge capacity dewatering pump with appropriate IS Standard.
48.2	It shall be made out of aluminum alloy housing and open type impeller to handle solid particles 10 mm in size
48.3	It has 3-inch suction inlet and 63 mm quick release type delivery outlet to connect to normal fire hoses.
48.4	It shall be provided with 63 mm dia. x 30-meter-long – 1 No. delivery hose pipe.
<b>49</b>	<b>Ventilation Fan</b>
49.1	It should meet these challenges, firefighting fans (LFV- Large flow fans also called MVU – mobile ventilation unit) that provides higher airflows to effectively fight large fires within: Warehouses, Tunnels, Airports,

		Industrial complexes, High-rise buildings, etc.
	49.2	<b>Air Flow / Delivery:</b> Measured in Cubic Feet per Minute (CFM) or Cubic Meters per Hour (m <sup>3</sup> /hr or CFM) Common residential needs range from 50–200 CFM.
	49.3	<b>Size / Sweep:</b> The diameter of the fan blade assembly, commonly 4–12 inches (100–300mm) for exhaust fans.
	49.4	<b>Power Consumption &amp; Voltage:</b> Measured in Watts (e.g., 25W–50W), designed for standard 220 – 240V AC, 50Hz single-phase supply.
	49.5	<b>Speed (RPM):</b> Rotations per minute, often ranging from 1400–2700 RPM for high-speed exhaust.
	49.6	<b>Static Pressure:</b> Measures the ability to overcome resistance (crucial for ducting).
	49.7	<b>Noise Level:</b> Measured in decibels (dB), critical for comfort in living spaces.
	49.8	<b>Motor &amp; Material:</b> Type of motor (e.g., thermally protected) and blade/body material (e.g., plastic/PP, metal).
	49.9	Ventilation Fan should be of appropriate IS standard.
	<b>50</b>	<b>INSTRUCTION MANUALS</b>
	50.1	Two sets of complete instruction manual for the operation and maintenance of complete vehicle including all the equipment's supplied with the vehicle and chassis and itemised spare parts list shall be supplied along with electrical circuit diagrams
	50.2	All the manuals, circuit diagrams, literature etc shall be in English language.
	<b>51</b>	<b>DRAWINGS</b>
	51.1	The complete detailed drawings of Quick response Vehicle duly mounted on chassis specified herein shall be submitted along with the tender.
	<b>52</b>	<b>STABILITY</b>
	52.1	The stability of the vehicle (in traveling position) when fully equipped and loaded (excluding crew member), shall remain stable and shall not overturn even if the surface on which the vehicle stands has inclination on either side from the horizontal shall not be less than 25 degrees. The successful bidder shall specifically mention the angle of overturning in their offer. The manufacturer to that effect shall furnish a certificate at the time of supply.

<b>53</b>	<b>TRAINING</b>
53.1	The Supplier's service engineer shall undertake the training for operation and maintenance of the vehicle for the operational staff of this department. The training shall be conducted at various District Headquarter mutually agreed by this department and the supplier. The duration of training shall be minimum of 10 days at ea2ch District Headquarter.
	<b>R. T. O. REQUIREMENTS</b>
54.1	The vehicle shall be equipped with all the accessories required for registration of the vehicle and shall confirm to Motor Vehicle Act 1988 and Central Motor Vehicle Rules, 1989 or any amendment incorporated from time to time. It will be the responsibility of the supplier to register the vehicle with local RTO office. All the charges required for the registration shall be paid by the supplier.
<b>55</b>	<b>INSPECTION</b>
55.1	The inspections and tests may be conducted on the premises of its supplier or manufacturer or at a point of delivery. If conducted on the premises of the supplier or its manufacturer, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. Should any inspected or tested goods fails to conform to the specifications, the Purchaser may reject the goods or make alterations necessary to meet specification requirements free of cost to the purchaser.
55.2	The Purchaser's right to inspect or test or wherever necessary reject the good's arrival at project site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the goods shipment. Nothing shall release the supplier from any warranty or obligation under the contract.
<b>56</b>	<b>Warranty</b>
56.1	The manufacturer/Supplier shall furnish a warranty for the complete vehicle including chassis and major equipment's for the period of 12 months from the date if acceptance of the vehicle.

## Section VI A: General Conditions of Contract

### 1. Introduction

#	Clause		Sub-Clause
1.1.	<b>Definitions</b>	1.1.1.	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>i. <b>'Act.'</b> means the Rajasthan Transparency in Public Procurement Act., 2012.</li> <li>ii. <b>"Rules"</b> means the Rajasthan Transparency in Public Procurement Rules, 2013</li> <li>iii. <b>"Completion"</b> means the fulfillment of the Supply Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>iv. <b>"Contract"</b> 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.</li> <li>v. <b>"Contract Documents"</b> means the documents listed in the Agreement, including any amendments thereto.</li> <li>vi. <b>"Contract Price"</b> 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.</li> <li>vii. <b>"Day"</b> means calendar day.</li> <li>viii. <b>"Delivery"</b> 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.</li> <li>ix. <b>"GCC"</b> mean the General Conditions of Contract</li> <li>x. <b>"Supply"</b> means <b>"Goods"</b> 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</li> <li>xi. <b>"Procuring Entity"</b> means an entity referred to in Section 3(2) of RTPP Act.</li> <li>xii. <b>"Installation Services"</b> 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.</li> </ul>

#	Clause		Sub-Clause
			<p>xiii. "SCC" means the Special Conditions of Contract.</p> <p>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.</p> <p>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.</p>
1.2.	<b>Interpretation</b>	1.1.2.	<p>In the Contract, except where the context requires otherwise.</p> <p>i. Words indicating one gender include all genders.</p> <p>ii. Words indicating the singular also include the plural and words indicating the plural also include the singular.</p> <p>iii. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;</p> <p>iv. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</p> <p>v. The word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender document" with "bidding document".</p> <p>vi. The margin awards and other headings shall not be taken in to consideration in the interpretation of these Conditions.</p>

## 2. General

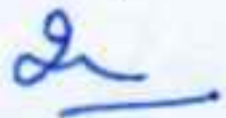
#	Clause		Sub-Clause
2.1.	<b>General Terms</b>	2.1.1.	<p><b>Incoterms</b></p> <p>In case of International Competitive Bidding:</p> <p>i. The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>ii. EXW, CIF, CIP, and other similar 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.</p>
		2.1.2.	<p><b>Entire Agreement</b></p> <p>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.</p>

#	Clause		Sub-Clause
		2.1.3.	<p><b>Amendment</b></p> <p>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.</p>
		2.1.4.	<p><b>“Origin”</b> 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.</p>
2.2.	<b>Contract Documents</b>	2.2.1.	<p>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.</p>
2.3.	<b>Code of Integrity</b>	2.3.1.	<p>The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the <b>Section 11 of RTPP Act and Rule 80(2) of RTPP Rules</b>.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive, or collusive practices. For the purpose of this clause, these practices are defined as below:</p> <ul style="list-style-type: none"> <li>i. <b>“Corrupt practice”</b> means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.</li> <li>ii. <b>“fraudulent practice”</b> 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.</li> <li>iii. <b>“Coercive practice”</b> 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.</li> <li>iv. <b>“Collusive practice”</b> means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</li> </ul>
		2.3.2.	<p>The Procuring Entity shall <b>take action</b> against the Supplier under <b>Section 11(3), 46 and chapter IV of RTPP Act</b>, 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.</p>

		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.
#	Clause		Sub-Clause
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 <b>in the SCC</b> .  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 <b>in the SCC</b> , 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 into the governing language and all risks relating to 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] <b>as specified in SCC</b> . 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 shall be those set out in the Contract, unless the party has notified a change of address or facsimile number. In such a case, any notice, consent, approval, or other communication shall be sent to the updated 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.

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#	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 <b>Section V- Schedule of Supply</b> .
		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.	<p>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 &amp; 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 <b>Section V- Schedule of Supply</b>.</p> <p>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 <b>GCC Sub-Clause 3.1.4</b> 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.</p>
		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 <b>specified in the SCC</b> and the provisions, if any, <b>specified in the SCC</b> . 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 <b>Price Schedule No.7</b> , which shall be added to the Contract Price.
3.2.	Time for Commence and Completion	3.2.1.	<p>The Supplier shall commence work on the Facilities within the period specified in <b>the SCC</b> and without prejudice to <b>GCC Clause 7.2(Liquidated Damages)</b>. 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 <b>GCC Clause 6.10 [Completion of Facilities]</b>, 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</p> <p>Evaluate the situation and may at its discretion extends 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.</p>



#	Clause		Sub-Clause
		3.2.2.	The Supplier shall complete the work on the Facilities within the period specified in the SCC. Except in case of Force Majeure, as provided under <b>GCC Clause 8.6 [Force Majeure]</b> , or reasons beyond the control of the Supplier under <b>GCC Clause 3.2.1[Time for Commence and Completion]</b> , 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 <b>GCC Clause 7.2 [Liquidated Damages]</b> .
3.3.	<b>Supplier's responsibility</b>	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 <b>GCC Clause 3.1 [Schedule of Supply]</b> and the Delivery and Completion Schedule, as per <b>GCC Clause 6.9 [Delivery]</b> .
		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 in to 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 there to 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 <b>GCC Clause 2.1.4 [Country of Origin]</b> .

#	Clause		Sub-Clause
		3.3.6.	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.
		3.3.7.	The Supplier shall conform to the sustainable procurement contractual provisions, if any and <b>as specified in the SCC</b> .
3.4.	<b>PE's responsibility</b>	3.4.1.	Whenever the Supplier 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 there to 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.

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### 3. 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 To lernance in Supply which could be more or less) there to, 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.
		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, <b>if authorized in the SCC.</b>
		4.1.3.	Price Adjustment, if applicable, may be calculated as per <b>Appendix A1</b> to the GCC. Price adjustment shall be applicable in contracts having Non-Ferrous items or delivery completion period above 18 months.
		4.1.4.	<p>Price Fall Clause for Rate Contract as per <b>Rule 292(h) of RPPP Rule:</b></p> <p>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.</p>
4.2.	Terms of Payment	4.2.1.	The terms of payment of the Contract Price shall be as specified in the Special Conditions of Contract (SCC). However, if the first payment to the Supplier is made as a part payment after receipt of supply, the full payment of Goods and Services Tax (GST) shall be made 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 <b>GCC Clause 6.9 [Delivery]</b> and upon fulfillment 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.
		4.2.4.	The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees <b>unless otherwise specified in the SCC.</b>
		4.2.5.	Payment incase of those Supply which need trials or testing <b>as specified in Section V-Schedule of Supply</b> shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.

#	Clause		Sub-Clause
		4.2.6.	<p>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 <b>specified in SCC.</b></p> <p>ii. If advance payment is to be made after dispatch of the supply by the Supplier, it shall be released upon submission of proof of dispatch through the bank and after prior inspection, if any. The balance payment, if any, shall be made upon receipt of the consignment in good condition, along with a certificate to that effect endorsed on the inspection note issued to the Supplier..</p>
4.3.	<b>Taxes and Duties</b>	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.	<b>Performance Security</b>	4.4.1.	The Supplier shall, within fifteen (15) days or a <b>period specified in SCC</b> , 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 <b>specified in the SCC.</b>
		4.4.2.	The Performance Security shall be denominated in the currency of the Contract as specified in <b>Rule 75 of RTPP Rules.</b>
		4.4.3.	<p>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:</p> <p>i. When Supplier fails to complete the Supply or Installation Services satisfactorily within the time specified; or</p> <p>ii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders in <b>RTPP Act and Chapter VI of RTPP Rules</b> and as specified in <b>GCC Clause 2.3.</b></p> <p>iii. If in the judgment 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</p> <p>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.</p>
		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, <b>unless specified otherwise in the SCC.</b>

## 4. Intellectual Property

#	Clause		Sub-Clause
5.1.	<b>License/Use of Techno-commercial Information</b>	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 Technical 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.	<b>Copyright</b>	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.	<b>Confidential Information</b>	5.3.1.	In addition to the requirements of the provisions of <b>Section 49 of RTPP Act and Rule 77 of RTPP Rules</b> 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 here to in connection with the Contract, whether such information has been 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 <b>GCC Sub-Clauses 5.3.1 and 5.3.2</b> above, however, shall not apply to information that: <ul style="list-style-type: none"> <li>i. The Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract.</li> <li>ii. Now or here after enters the public domain through no fault of that party.</li> <li>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</li> <li>iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
		5.3.4.	The above provisions of <b>GCC Clause 5.3 [Confidential Information]</b> shall not in any way modify any undertaking of confidentiality given by it her of the parties here to prior to the date of the Contract in respect of the Supply or any part thereof.
		5.3.5.	The provisions of <b>GCC Clause 5.3 [Confidential Information]</b> shall survive completion or termination, for whatever reason, of the Contract.

## 5. Execution of Facilities

#	Clause		Sub-Clause
6.1.	Representative	6.1.1.	<p><b>Project Manager:</b></p> <p>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 of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Supplier.</p> <p>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.</p> <p>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.</p>
		6.1.2.	<p><b><u>Supplier's Representative</u></b></p> <p>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.</p> <p>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.</p> <p>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.</p>



			<p>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). The Supplier's Representative may, subject to the 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.</p> <p>V. 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.</p> <p>VI. 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.</p> <p>VII. 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.</p> <p>VIII. 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.</p>
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#	Clause		Sub-Clause
6.2.	Work Program	6.2.1.	<p><b>i. <u>Supplier's Organization</u></b></p> <p>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.</p> <p>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.</p>
			<p><b>ii. <u>Program of Performance</u></b></p> <p>Within twenty-eight (28) <i>days</i> 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 up date and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion <b>specified in the SCC</b> pursuant to <b>Sub-Clause 6.2.1. (ii)</b> and any extension granted in accordance with <b>GCC Clause 9.2.1 [Extension of Time for Completion]</b> and shall submit all such revisions to the Project Manager.</p> <p><b>iii. <u>Progress Report</u></b></p> <p>The Supplier shall monitor progress of all the activities specified in the program referred to in <b>GCC Sub-Clause 6.2.1.(iii)</b> above and supply a progress report to the Project Manager every month.</p> <p>The progress report shall be in a form acceptable to the Project Manager and shall indicate:</p> <ul style="list-style-type: none"> <li>a. Percentage completion achieved compared with the planned percentage completion for each activity; and</li> <li>b. where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.</li> </ul>

#	Clause		Sub-Clause
			<p><b>iv <u>Progress of Performance</u></b>            If at any time the Supplier's actual progress falls behind the program referred to in <b>GCC Sub-Clause 6.2.1.(ii)</b>, 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 <b>GCC Clause 3.2.1 [Time for Commence and Completion]</b> any extension thereof entitled under <b>GCC Clause 9.2.1 [Extension of Time for Completion]</b>, or any extended period as may otherwise be agreed upon between the Procuring Entity and the Supplier.</p> <p><b>v. <u>Procedures</u></b>            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</p>
6.3.	<b>Specifications and Standards</b>	6.3.1.	<p>Technical Specifications and Drawings:</p> <p>i. The Supplier shall ensure that the Supply and Installation Services of Plant/Machinery &amp; Equipment comply with the Technical 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.</p> <p>ii. The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other Technical 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.</p> <p>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 disclaim shall have to be explained by the Supplier.</p> <p>iv. The Supply and Installation Services of Plant/Machinery &amp; Equipment supplied under this Contract shall conform to the standards mentioned in <b>Section V- Schedule of Supply</b></p>



#	Clause		Sub-Clause
		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 <b>Section V- Schedule of Supply</b> . 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 <b>GCC Clause 9.1</b> .
		6.3.3.	The supply of articles if specified <b>Section V- Schedule of Supply</b> , 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.	<b>Procurement</b>	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.	<b>Transportation</b>	6.5.1.	Unless otherwise <b>specified in the SCC</b> , obligations for transportation of the Supply shall be in accordance with the conditions and Incoterms specified in <b>Sections V- Schedule of Supply</b> .
			In case of Supply from within India or outside India, the Supply shall be supplied at locations specified in <b>Section V-Schedule of Supply</b> . All transportation charges, local taxes, etc. shall be borne by the Supplier.
			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.

#	Clause		Sub-Clause
6.6.	<b>Installation, Erection, Training and Commissioning</b>	6.6.1.	<p>Unless otherwise <b>specified in the SCC</b>, obligations for Installation, Erection, Training and Commissioning of the Supply shall be in accordance with the conditions and Incoterms specified in <b>Sections V- Schedule of Supply</b>.</p> <p>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.</p>
		6.6.2.	<p><b>Supplier's Supervision-</b></p> <p>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 <b>mentioned in SCC</b>.</p>
6.7.	<b>Sample Test &amp; Inspection</b>	6.7.1.	<p>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 <i>prior to</i>/during manufacturing process or afterwards as may be decided.</p>
		6.7.2.	<p>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 inspections of the Goods and Installation Services as are specified in <b>Sections V- Schedule of Supply</b>.</p>
		6.7.3.	<p>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 <b>if specified in SCC</b>. All such sampling, inspections and/ or testing shall be at the cost of the Supplier. Subject to <b>GCC Sub-Clause 6.7.4 [Sample, Test and Inspection]</b>, 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.</p>
		6.7.4.	<p>The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/or trials referred to in <b>GCC Sub-Clause 6.7.3 [Sample, Test and Inspection]</b>, 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.</p>

#	Clause		Sub-Clause
		6.7.5.	<p>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.</p> <p>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.</p>
		6.7.6.	<p>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 Technical 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.</p>
		6.7.7.	<p>The Supplier shall provide, the Procuring Entity with are port of the results of any such tests and/or trials and/or inspections.</p>
		6.7.8.	<p>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.</p>
		6.7.9.	<p>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 <b>GCC Sub-Clause 6.7.5 [Sample, Test and Inspection]</b>. 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.</p>



#	Clause		Sub-Clause
		6.7.10.	The rejected articles shall be dealt with in accordance with the procedure <b>specified in SCC</b> , 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, short age 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 <b>as specified in SCC</b> .
		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 <b>GCC Sub-Clause 6.7.7 [Sample, Test and Inspection]</b> , shall release the Supplier from any warranty/guarantee, as the case may be, or other obligations under the Contract.
6.8.	<b>Packing &amp; Documents</b>	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, <b>specified in the SCC</b> , 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.

#	Clause		Sub-Clause
6.9.	Delivery	6.9.1.	Subject to <b>GCC Sub-Clause 9.1 [Extension of Time for Completion]</b> , the Delivery of the Goods and Completion of the Installation Services shall be in accordance with the Delivery and Completion Schedule specified in the <b>Section V- Schedule of Supply</b> . The details of shipping and other documents to be furnished by the Supplier are <b>specified in the SCC</b> .
6.10.	Completion of the facilities	6.10.1.	<p>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 Pre commissioning the facilities or any part thereof.</p> <p>As soon as all works in respect of Pre commissioning 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 reasonable time to supplier. If no response received or Procuring Entity starts using the facility then it will be deemed to have reached completion.</p>
6.11.	Commissioning and operational acceptance	6.11.1.	Pursuant to <b>GCC Clause 6.10.1 [Completion of facilities]</b> 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.

## 6. Guarantees and Liabilities

#	Clause		Sub-Clause
7.1.	<b>Completion Time Guarantee</b>	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 <b>GCC Sub-Clause 6.10 [Completion of the Facilities]</b> , or within such extended time to which the Contractor shall be entitled under <b>GCC Clause 9.2 [Extension of Time for Completion]</b> hereof.
7.2.	<b>Liquidated Damage</b>	7.2.1.	<p>Subject to the provisions of GCC Clause 8.6 [Force Majeure] and Clause 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 the following percentages of the value of the Goods and/or Installation Services which the Supplier has failed to supply or complete:</p> <ol style="list-style-type: none"> <li>1. Recover from the Supplier/Contractor, as agreed pre-estimated liquidated damages and not by way of penalty, a sum equivalent to ½ percent 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, for each week or part thereof during which the delivery of such stores may be in arrears, subject to a maximum of 10% of the value of such stores.</li> <li>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 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.</li> </ol> <p><b>Notes:-</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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 <b>given in the SCC</b>.</li> </ol> <p>The maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to <b>GCC Clause 10 [Termination]</b>.</p>

#	Clause		Sub-Clause
		7.2.2.	<p>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, the Performance Security and/or Security Deposit available 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 such sum not be sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining due. The Department shall further have the right to effect such recoveries under the Public Demands Recovery Act and/or as arrears of land revenue as per the provisions of Section 53 of the RTPP Act.</p>
7.3.	<b>Defect Liability</b>	7.3.1.	<p>The Contractor warrants that the Facilities or any part thereof shall be free from defects in design, engineering, materials, and workmanship of the Plant/Machinery and Equipment supplied, as well as of the work executed. If required, the Defect Liability Period shall be specified in the SCC.</p> <p>If, during the Defect Liability Period, any defect is found in the design, engineering, materials, or workmanship of the Equipment/Plant and Machinery supplied or in the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding the appropriate remedy, and at its own cost, repair, replace, or otherwise make good, at its discretion, such defect as well as any damage to the Facilities caused by such defect.</p> <p>The Supplier shall not be responsible for the repair, replacement, or making good of any defect or damage to the Facilities arising out of or resulting from any of the following causes:</p> <ul style="list-style-type: none"> <li>(a) Improper operation or maintenance of the Facilities by the Procuring Entity;</li> <li>(b) Operation of the Facilities outside specifications provided in the Contract; or normal wear and tear.</li> </ul>

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#	Clause		Sub-Clause
7.4.	<b>Functional Guarantees</b>	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 <b>GCC Sub-Clause 6.3 [Specifications and Standards]</b> , 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 the period specified in the SCC months after the supply of the Goods and completion of the Installation Services have been accepted at the final destination indicated in the SCC, or, in the case of Goods being imported after the placement of the Supply Order, for the period specified in the 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 <b>as specified in the SCC.</b>
		7.4.6.	In case of machinery and equipment also, guarantee will be given as mentioned in <b>GCC Sub-Clause 7.4.4 [Functional Guarantees]</b> 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 for ensuring an adequate and regular supply of spare parts required for a specific type of machinery and equipment, whether under their annual maintenance and repair rate contract or otherwise.  In case of a change of model, the Supplier shall give sufficient notice to the Procuring Entity. The Procuring Entity shall have to agree to the Supplier's request. However, if the supply of a new model is agreed upon, the Supplier shall be responsible for ensuring an adequate and regular supply of spare parts required for the new model of the machinery and equipment, whether under their annual maintenance and repair rate contract or otherwise.

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#	Clause		Sub-Clause
		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.	<b>Patent Indemnity</b>	7.5.1.	<p>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:</p> <p>(i) the installation of the Goods by the Supplier or the use of the Goods where the Site is located; and</p> <p>(ii) the sale in any country of the products produced by the Goods.</p> <p>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, nor 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.</p>
		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 notice thereof to the Supplier, 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 expense of the Supplier.
7.6.	<b>Limitation of Liability</b>	7.6.1.	<p>Except in cases of gross negligence or willful misconduct:</p> <p>(i) Neither party shall be liable to the other party for any indirect or consequential loss or damage, including loss of use, loss of production, 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</p> <p>(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 Contract Price and not more than twice the Contract Price, 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.</p>

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## 7. Risk Distribution

#	Clause		Sub-Clause
8.1.	<b>Transfer of Ownership</b>	8.1.1.	Ownership of the Plant/Machinery and Equipment (including spare parts), whether procured in India or imported, shall be transferred to the Procuring Entity when the Plant is brought to and installed at the Site, as per Section V – Schedule of Supply.
8.2.	<b>Care of Facilities</b>	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.	<b>Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</b>	8.3.1.	The Contractor shall indemnify and hold harmless the Procuring Entity and its employees from and against 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 the negligence of the Contractor.
8.4.	<b>Insurance</b>	8.4.1.	The supply under the Contract shall be fully insured on an "All Risks" basis, with minimum insurance coverage in an amount equal to 110 percent of the CIP value of the imported supplies or the Ex-Works price in the case of domestic supply, including war risks and strikes, showing the Procuring Entity as the beneficiary. The insurance charges shall be borne by the Supplier. The insurance policy shall be valid for 30 days beyond the receipt of the material.
		8.4.2.	The Supplier shall, at its own expense, take out and maintain insurance against risks such as transportation risk, installation risk, Third Party Liability Insurance, Automobile Liability Insurance, Workers' Compensation risk, or any other risk associated with the supply and installation at the designated site.
8.5.	<b>Change in Laws and Regulations</b>	8.5.1.	<p>If the SCC provides for permitting the effect of change in Laws and Regulations, then, after the deadline for submission of Bids, if any law, regulation, ordinance, order, or by-law having the force of law is enacted, promulgated, abrogated, or changed by the 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.</p> <p>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 <b>GCC Clause 4.1 [Contract Price]</b>.</p>



#	Clause		Sub-Clause
8.6.	Force Majeure	8.6.1.	<p>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.</p> <p>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.</p> <p>iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
		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.
		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 occur red 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 commitments and responsibilities, the Procuring Entity shall notify the Supplier accordingly, and subsequent actions shall be taken on similar lines as described in the 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 the 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.

## 8. Change in Contract Elements

#	Clause		Sub-Clause
9.1.	<b>Change Orders</b>	9.1.1.	The Procuring Entity may at any time order the Supplier through Notice in accordance <b>GCC Clause 2.5 [Notices]</b> , to make changes, within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> <li>i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity.</li> <li>ii. The method of shipment and/or packing.</li> <li>iii. The place of delivery; and</li> <li>iv. The Installation, Erection, Training and Commissioning Services to be provided by the Supplier.</li> </ul>
		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 in advance by the parties and shall not exceed the prevailing rates charged by the Supplier to other parties for similar services.
		9.1.4.	Procuring Entity's right to vary quantity would be as per <b>Rule 73 of RTPP Rules</b> .
		9.1.5.	As per <b>Rule 29 (i) of RTPP Rule</b> 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.	<b>Extension of Time for Completion</b>	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 <b>GCC Clause 6.6 [Installation, Erection, Training and Commissioning]</b> , 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 <b>GCC Clause 8.6 [Force Majeure]</b> , or reasons beyond the control of the Supplier under <b>GCC Clause 9.2.1 [Extension of Time for Completion]</b> , 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 <b>GCC Clause 7.2 [Liquidated Damages]</b> .

## 9. Termination

#	Clause		Sub-Clause
10.1.	<b>Termination for Default</b>	10.1.1.	<p>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:</p> <ul style="list-style-type: none"> <li>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 <b>GCC Clause 9.2.1 [Extension of Time for Completion]</b> or</li> <li>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.</li> <li>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 <b>GCC Clause 2.3 [Code of Integrity]</b>, in competing for or in executing the Contract.</li> </ul>
		10.1.2.	<p>In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to <b>GCC Clause 10.1.1(i) [Termination]</b>, 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.</p>
	<b>Termination for Insolvency</b>	10.1.3.	<p>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</p>

## 10. Exclusive Jurisdiction

#	Clause		Sub-Clause
11.1	<b>Jurisdiction</b>	11.1.1	<p>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.</p>

## Section VI B: Special Conditions of Contract

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

GCC1.1.1(xi)	The Procuring Entity is: Deputy Secretary, Disaster Management, Relief and Civil Defence Department.												
GCC1.1.1(xv)	<p>The Site(s) is/are : All vehicles shall be delivered at the Directorate of Civil Defence, Jaipur. After inspection, the vehicles shall be dispatched to all 41 District Collector Offices of Rajasthan, the Directorate of Civil Defence, and SDRF, Jaipur, as specified in the Supply Order. Delivery shall be carried out in lots of maximum 11 (eleven) vehicles at a time.</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Quantity</th> <th>Final Delivery Location (Post Inspection &amp; Dispatch)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>41</td> <td>All 41 District Collector, Offices</td> </tr> <tr> <td>2</td> <td>2</td> <td>Directorate of Civil Defence, Jaipur</td> </tr> <tr> <td>3</td> <td>12</td> <td>SDRF Rajasthan, Jaipur</td> </tr> </tbody> </table>	S.No	Quantity	Final Delivery Location (Post Inspection & Dispatch)	1	41	All 41 District Collector, Offices	2	2	Directorate of Civil Defence, Jaipur	3	12	SDRF Rajasthan, Jaipur
S.No	Quantity	Final Delivery Location (Post Inspection & Dispatch)											
1	41	All 41 District Collector, Offices											
2	2	Directorate of Civil Defence, Jaipur											
3	12	SDRF Rajasthan, Jaipur											
GCC2.1.1	The version of Incoterms shall be: <u>Not Applicable</u>												
GCC2.4.1	The language shall be <i>English</i>												
GCC2.5.1	<p>For notice i) The Procuring Entity's address is:</p> <p>Attention (Name with Designation: <b>Shefali Kushwaha, Deputy Secretary</b>_____</p> <p>Address of Office with Floor/Room No.: Room No: <b>7007, Ground Floor, Food Building, Secretariat, Jaipur</b></p> <p>City: <b>Jaipur</b></p> <p>PIN Code: <b>302015</b></p> <p>Telephone No. with STDCode: <b>0141- 2227985</b></p> <p>Facsimile number: <b>0141-2227985</b></p> <p>Electronic mail address: <b>relief-rj@nic.in</b></p>												
GCC3.1.4	Operation and Maintenance of the Facilities will be carried out for----- years. Following are the provisions of Operation and Maintenance: Not applicable												
GCC3.2.1	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												
GCC3.2.2	The Time for Completion of the supply schedule of QRV shall be <u>6 months</u> from the Effective Date as described in the Contract Agreement.												
GCC4.1.2	The price adjustment shall be (Payable/Not Payable): <u>Not Payable</u>												
GCC4.2.1	<p>The terms of payment shall be :</p> <p>Upon the delivery of the vehicle to the consignee—following a site inspection at the fabricator's workshop and in accordance with the attached list—documents such as the Tax Invoice, a 10% Bank Guarantee, Inspection Report, Delivery Challan, RTO Registration, and Vehicle Pollution Certificate must also be submitted. Commissioning of the vehicles and the training of operators Should be completed at the consignee's premises, additional documents—including the Tax Invoice,</p>												

	Vehicle Commissioning Report, Operational Manual, SOPs, and Training Report—must also be submitted. Following the completion of the aforementioned tasks, 100% of the cost of the QRV shall be disbursed within 30 days..
<b>GCC4.2.4</b>	The currencies for payments (If other than Indian Rupees) shall Not be applicable
<b>GCC4.2.6(i)</b>	Advance Payment, if payable, the amount, conditions, and guarantee, if any, shall be Not Applicable
<b>GCC4.4.1</b>	The Supplier shall provide a Performance Security of <u>10%</u> percent of the Contract Price, <u>2%</u> for sick industries, and <u>1%</u> for SSI Rajasthan or provide Performance Security Declaration, if applicable, and sign the Agreement within <u>15</u> 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 <u>not applicable</u>
<b>GCC4.4.4</b>	Discharge of Performance Security shall take place on expiry of the contract period including one year warrantee.
<b>GCC6.7.10</b>	The rejected materials of supply shall be dealt with in following manner: Ground rent charges will be levied as per the discretion of Procuring Entity in case the rejected material is not lifted within 15 days of rejection.
<b>GCC7.3.1</b>	The defective liability period is presumed to be warranty period.
<b>GCC7.4.3</b>	The period, terms and conditions for Warranty/Guarantee Maintenance are as under: The manufacturer/ supplier shall furnish a warranty for the complete vehicle including chassis and major equipment's for a period of 12 months from the date of acceptance of the vehicle.
<b>GCC7.4.8</b>	The time period by which the supplier has to remedy the defect is 48 hrs.
<b>GCC8.5.1</b>	Whether changes in applicable laws shall have any effect on the date and/ or Contract Price: NO

### Additional Terms and Conditions:

Sr. No.	Description	Details
1.	<b>Delivery:</b>	The Quick Response Vehicle shall be supplied within 6 months from date of receipt of chassis.
2.	<b>Prices:</b>	The price quoted shall be in Indian Rupees (INR) and inclusive of all taxes, duties, transport, freight, custom duty, excise duty etc. including GST as may be applicable in country of Origin & in India.
5.	<b>Penalty:</b>	If the contractor fails to produce the Quick Response Vehicle for inspection and supply within stipulated period, penalty should be levied as per the Liquidated Damage Clause of GF&AR on the Quick Response Vehicle quoted cost and recovered from due bills to a maximum of 10%.
6.	<b>Warranty:</b>	The manufacturer/ supplier shall furnish a warranty for the complete vehicle including chassis and major equipment's for a period of 12 months from the date of acceptance of the vehicle at fire brigade department.
7.	<b>Inspection and Testing:</b>	<p>The inspection and tests may be conducted on the premises of its supplier or manufacturer or at a point of delivery. If conducted on the premises of the supplier or its manufacturer, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.</p> <ul style="list-style-type: none"> <li>• The successful bidder shall offer the Prototype Quick Response Vehicle for approval of authority within 90 days from the date of award of the contract.</li> <li>• After approval of Prototype vehicle by authority, balance vehicles shall be delivered within 6 months (inclusive of above 90 days) in batches of min. 11 vehicles.</li> </ul> <p>All expenses towards to &amp;fro traveling, lodging and boarding of the inspection team shall be borne by the successful bidder and no separate payment on this account will be admissible.</p> <p>Should any inspected or tested goods fails to conform to the specification, the Purchaser may reject the goods or make alterations necessary to meet specification requirement free of cost to the purchaser. The Purchaser's Right to inspect or test or wherever necessary reject the goods after the good's arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the goods shipment. Nothing shall release the supplier from any warranty or obligation under the contract.</p>

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Sr. No.	Description	Details
8.	<b>RTO requirements:</b>	<p>The vehicle shall be equipped with all the accessories required for registration of the vehicle and shall conform to Motor Vehicle Act 1988 and Central Motor Vehicle Rules, 1989 or any amendment incorporated from time to time.</p> <p>It will be the responsibility of supplier to register the vehicle with local RTO office. Vehicles shall be road worthy and shall obtain fitness certificate from the RTO dept. All the charges required for registration has to be paid by the supplier. The documents required for registration of the vehicle will be made available by _____.</p>
9.	<b>Commissioning and Training:</b>	<p>Supplier shall carry out commissioning of the supplied vehicles at respective fire station for operation of the as per tender specified specifications.</p> <p>Supplier shall impart training to the concerned operating personnel regarding operation and maintenance of the system up-to 10 days.</p>

### 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.**

## Draft Agreement

This deed of agreement is made on this ..... day of .....2025 for the contract for supply, delivery, commissioning and related services of quick response vehicle with safety accessories for the period 2025-26 ending of services of of- between M/s.....represented by Shri .....Proprietor/ Director/Partners having its registered office at.....and its factory/ office premises at ..... (here in after called "the approved Service Provider " which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Disaster Management, Relief & Civil Defence Department, Jaipur Rajasthan represented by its Deputy secretary having its office at Food Building, Ground Floor, Secretariat, Rajasthan, Jaipur (hereinafter referred to as "The Procuring Entity" which term shall include its successors, representatives, executors assigns and administrator unless excluded by the contract) on the other part.

Whereas the Service Provider has agreed with the Procuring Entity, the Reports & other, deliveries with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the department of the State of Rajasthan at its head office as well as at offices throughout Rajasthan, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in format (Approved Rate) of the said attached schedule.

And whereas the approved Service Provider has deposited with the Procuring Entity a sum of Rs..... (In words Rs.....only) as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Service Provider failing duly and faithfully to perform it. Now this present witness that for carrying out the said agreement in this behalf into execution the Service Provider and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,

- (i) The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the delivery of Reports and other deliveries for Disaster Management, Relief & Civil Defence Department, Jaipur Rajasthan for the period of one year the instruction to Bidders. Particulars hereinafter defined and those general and special conditions that may be added from time to Lime.
- (ii) (a) The agreement if for the delivery by the Service Provider to the Procuring Entity of Reports and other deliveries specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.  
  
(b) The Agreement shall he deemed to have come into force with effect from the date..... and it shall remain in force for a period of twelve months, for extended period as mutually agreed by the both parties. 

(c) The indicative quantity noted indicates only the probable total requirements of the Procuring entity in respect of each item for the placement of work orders. This quantity may increase or decrease at the discretion of the Procuring Entity, The Service Provider shall deliver for the Reports and other deliveries on the basis of the work orders placed to Service Provider from time to time by the procuring authorities specifying the quantities required to be delivered at the specific location in the state of Rajasthan as mentioned in bid document.

Now these Presents witness:

(1) In consideration of the payment to be made by the Government through at the rates set forth in the Schedule here to appended the approved supplier will duly supply the said articles set forth in \_\_\_\_\_ and \_\_\_\_\_ thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No. \_\_\_\_\_ dated \_\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos \_\_\_\_\_ received from tenderer and letters nos. \_\_\_\_\_ issued by the \_\_\_\_\_.

**Government and appended to this agreement shall also form part of this agreement.**

(1) (a) Disaster Management, Relief & Civil Defence Department, Jaipur Rajasthan, do hereby agree that if the approved supplier shall duly supply the said article in the manner afore said observe and keep the said terms and conditions, The Disaster Management, Relief & Civil Defence Department, Jaipur Rajasthan will through \_\_\_\_\_ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of Payment will be as specified in terms & condition of the bid through RTGS/banker's cheque/Demand Draft etc

6. The delivery shall be effected and completed within the period noted below from the date of work order: -

S. No.	Item Quantity	Delivery Period
1	As work orders	As per terms and condition of bid.

2

7. (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply: -

The contractor shall complete the supply within the stipulated period, failing which a penalty as per LD Clause of GF&AR up to max. Penalty of 10 % of the cost of the delayed article shall be imposed & recovered from bill.

For computing the liquidated damages for delayed supplies, the date of receipt of vehicles will be considered.

- a. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- b. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

Authorized Signatory

M/s \_\_\_\_\_

Authorized Signatory

Deputy Secretary (DMR&CD),

Witness

1.

2.

1.

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] .....(here in after 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 Rs. \_\_\_\_\_ [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 the period of Warranty/Guarantee and maintenance period, if any.**

**Notes:** 1. All italicized text is for guidance on how to prepare this performance security and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of time for completion of the Contract, the Procuring Entity will 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.]



## 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 whichever is not applicable. Please enclose an authentic certificate issued by the Administrative Department of the 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 Security Declaration in lieu of Performance Security under Rule 75(1) of RTPP Rules, 2013.

We further understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of all our 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 \_\_\_\_\_ (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 obligations under the conditions of the Contract.

We understand that this Performance Security Declaration shall expire after 60 days of completion of all our 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: \_\_\_\_\_



## **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 Technical 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 Technical 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.

#### **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.



**9. 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**

