

**राजस्थान सरकार**  
**विशेष योग्यजन निदेशालय**

जी 5/1 ए, राजमहल होटल के पीछे, शिविल लाईन, जयपुर  
फोन नं.- 0141-2222257, फैक्स नं.- 0141-2222249 ई-मेल-ajeraj\_dis@yahoo.com

क्रमांक एक 16 (1) स्कोर/नि.वि.यो./ 2017-18 19842

जयपुर, दिनांक 29.01.2018

**ई-निविदा सूचना**

राज्यपाल महोदय की ओर से विजय सामाजिक हेतु छि लिफाफा पद्धति/ई-निविदा पद्धति से निविदा आमंत्रित की जाती है।

क्र. सं.	MIT सं.	सामग्री का विवरण	अनुमानित लागत	अवधि/शक्ति	ऑन लाईन निविदा प्रपत्र अपलोड/अप लोड करने की अंतिम तिथि	तकनीकी निविदा खोलने की तिथि	निविदा प्रपत्र शुल्क	निविदा प्रोसेसिंग शुल्क
	1/2017-18	Two Wheeler (scooters) With side wheel attachment/ Retrofitment (Extra Two wheels) For Specially Abled Person (Motorised, BS IV Standard)	600 लाख	12 लाख	28.02.2018 को 1.00 बजे तक	28.02.2018 को 03.00 बजे	1000	1000

निविदा से संबंधित विस्तृत विवरण वेबसाइट <http://e-proc.rajasthan.gov.in> तथा <http://sppp.raj.nic.in> पर एवं विभागीय वेबसाइट <http://dsap.rajasthan.gov.in> तथा <http://sje.rajasthan.gov.in> पर देखी जा सकती है।

  
(अनुपमा जोरवाल)  
निदेशक

जयपुर, दिनांक 29.01.2018

क्रमांक एक 16 (1) स्कोर/नि.वि.यो./ 2017-18 19843-28  
प्रतिलिपि-

- निदेशक सूचना एवं जनसम्पर्क विभाग, राजस्थान जयपुर को 5 प्रतियां भेजकर विवेदन है कि निविदा को एक वृत्त परिचालन वाले अभिल भारतीय स्तर के दैनिक समाचार पत्र में तथा 50,000 हजार प्रतियां या उससे अधिक का परिचालन रखने वाला एक राज्य स्तरीय मुख्य दैनिक समाचार पत्र में नियमानुसार तत्काल प्रकाशित कराने का काम करें।
- निजी सचिव, निदेशक महोदय, विशेष योग्यजन सामाजिक न्याय एवं अधिकारिता विभाग राजस्थान जयपुर।
- सूचना सहायक, निदेशालय विशेष योग्यजन, जयपुर को भेजकर विवेदन है कि राज्य उपापन पोर्टल [SPPP.rajasthan.gov.in](http://SPPP.rajasthan.gov.in) पर एवं <http://e-proc.rajasthan.gov.in> पर अपलोड करवाने का काम करें।
- ACP, सामाजिक न्याय एवं अधिकारिता विभाग जयपुर को भेज कर लेख है कि विभागीय वेबसाइट [sje.rajasthan.gov.in](http://sje.rajasthan.gov.in) अपलोड करवाने का काम करें।
- नोटिस बोर्ड में परंपा हेतु कार्यालय निदेशालय सामाजिक न्याय एवं अधिकारिता विभाग/उप निदेशक, सामाजिक न्याय एवं अधिकारिता विभाग, समस्त जिला ..... एवं अर्थात्क महिला धात कल्याण पुनर्वास गृह, जयपुर।
- कार्यालय नोटिस बोर्ड
- मैसर्स, TVS Motor Company Limited Plot No. 17-18, Jhotwara Industrial Area Jaipur - 302012, Rajasthan./ Plot No. 4, Harita, Hosur - 635109, Tamil Nadu, India. Fax :91(4344) 277311/276878
- मैसर्स बजाज कम्पनी लिमि., स्थानीय प्रतिनिधि जयपुर
- मैसर्स हीण्डा कम्पनी लिमि., स्थानीय प्रतिनिधि जयपुर
- मैसर्स Hero MotoCorp Ltd. No 208-210 Ganpati Plaza, M.L. Road, Jaipur - 302001 (Rajasthan) Email : [jaipur@heromotocorp.com](mailto:jaipur@heromotocorp.com)
- मैसर्स सुजुकी कम्पनी लिमि., स्थानीय प्रतिनिधि जयपुर
- मैसर्स Mahindra two Wheelers Limited, D-1 Block, Plot No. 18/2 (Part) Pune -411019 (Maharashtra).

  
(अनुपमा जोरवाल)  
निदेशक

Bid Document for supply of Two  
Wheeler With Retrofitment for Specially  
Abled Person(Motorised,BS IV Standard)






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DIRECTORATE SPECIALLY  
ABLED  
PERSON RAJASTHAN, JAIPUR

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Phone: 0141-2222267, Fax: 0141-2222249  
Email: sjeraj\_dis@yahoo.com  
www.dsap.rajasthan.gov.in

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   27/01/10  
29/01/10  

# Bid Document for supply of Two Wheeler With Retrofitment For Specially Abled Person

(scooters with side wheels attachment, Extra two wheels)  
(Motorised, BS IV Standard)

Reference No NIT No. 01/2017-18

Date:- 29.01.2018

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at <a href="http://eProc.rajasthan.gov.in">http://eProc.rajasthan.gov.in</a>	
Tendering Authority/ Procuring entity:	Director, Specially Abled Person Rajasthan, Jaipur	
Last Date & Time of Submission of Bid	Date:- 28.02.2018	Time:- 1.00 P.M.
Date & Time of Opening of Technical Bid	Date:- 28.02.2018	Time:- 3.00 P.M.

Cost of Tender Document: Rs. 1000 (Rupees One Thousand only)

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

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

DIRECTOR, SPECIALLY ABLED PERSON, RAJASTHAN, JAIPUR

Office Address :- G 3/1-A, Behind Rajmahal hotel, Civil Line Jaipur (Rajasthan)

Email:- [sjeraj\\_dis@yahoo.com](mailto:sjeraj_dis@yahoo.com)

[www.dsap.rajasthan.gov.in](http://www.dsap.rajasthan.gov.in)

Other information: Phone: 0141-2222267, Fax: 0141-2222249

 Several handwritten signatures and initials are present at the bottom of the page. One signature is circled, and another is written as 'amg' with '29.1.18' below it. A large signature on the right is written as 'Hare'.

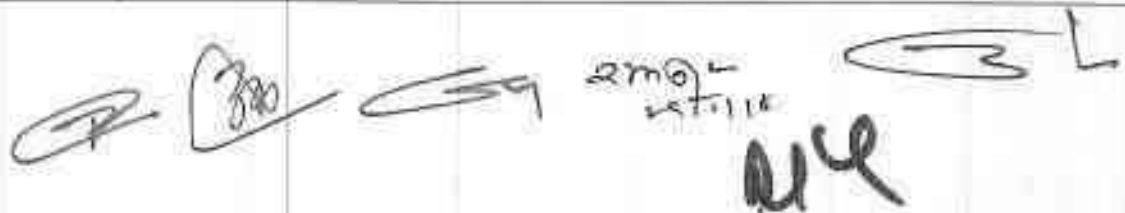
**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

**ABBREVIATIONS & DEFINITIONS**

Authorized Signature	The bidder representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (POA) from the competent authority of the respective Bidding firm.
Bidder	"Bidder" means Only (OEM) Original equipment manufacturer of Supply of Two Wheeler with retrofitment for Specially Abled Person ( Motorized, BS IV Standard)
PC	Purchasing committee
CMC	Contract Monitoring Committee
Contract	"The Contract" means a legally enforceable agreement entered into between Directorate, Specially Abled Person, Rajasthan, Jaipur and the selected bidder with mutual obligations
Supply Period	Supply period for the whole project quantity is 30 Days.
Contract Period :	The Contract Period shall be 24 Months from the completion date of supply order,
DAY	"Day " means a calendar day as per GOR/GOL.
Office :	DIRECTOR , SPECIALLY ABLED PERSON, RAJASTHAN, JAIPUR.
DLO:	District level social justice and empowerment officer
EMD	Earnest Money Deposit (Bank guarantee) payable at Jaipur.
FOR	Free on cost of rent.
GOI/GOR	Govt. of India/ Govt. of Rajasthan
Supply of Two Wheeler with retrofitment (Motorized, BS IV Standard)	"Supply of Two Wheeler with retrofitment for Specially abled person ( Motorized, BS IV Standard)" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
INR	Indian Rupee
ISI	Indian Standards Institution.
ISO	International Organization for Standardization
ITB	Instruction to Bidders
LD	Liquidated Damages
LOA	Letter of Acceptance
ML	Manufacturing License
OEM	Original equipment Manufacturer (for Supply of Two Wheeler with retrofitment for Motorized, BS IV Standard)
Representative	Authorize representative of OEM for submission of OEM Bid.
PAN	Permanent Account Number
PC	Procurement Committee
PQ	Pre-Qualification
Supply Site	"The supply Site", wherever applicable, means the designated places.
PSD	Performance Security Deposit

## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

Purchaser/Tendering Authority	Person or entity that is a recipient of goods or service provided by a seller (Bidder) under a purchase order or contract of sale. Also called buyer. Director, Specially Abled Person, Rajasthan, Jaipur in this RFP document.
RFP	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific Goods or service.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
State Government	Government of Rajasthan.
TIN	Tax Identification Number
PDI	Pre-delivery Inspection
G.S.T.	Goods & Service Tax
WO	Work Order
Working Day	A Working Day from 09:30 AM to 06:00 PM except Rajasthan Government Holidays
Warranty	Twenty Four Months (At Service Centre) from the actual date of delivery without an cost.
ARAI	The Automotive Research Association of India


  
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# DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

Reference No NIT No. 01/2017-18

Date:- 29.01.2018

## SECTION 1 : INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (RFP.)

Director, Specially Abled Person, Rajasthan, Jaipur invites electronic bid (e Bid) proposals from OEM (Two Wheeler Firms), who meet the minimum eligibility criteria as specified in this bidding document for "Supply of Two Wheeler (scooters with side wheels attachment, Extra two wheels) /Retrofitment for Specially Abled Person (Motorized, BS IV Standard) under The Director, Specially Abled Person, Rajasthan, Jaipur, as detailed in this RFP document.

1. The complete bidding document has been published on the website <http://eProc.rajasthan.gov.in>, for the purpose of downloading, you may also see the bidding document on the website State Public Procurement Portal/ [www.dsap.rajasthan.gov.in](http://www.dsap.rajasthan.gov.in)/  
[www.sje.rajasthan.gov.in](http://www.sje.rajasthan.gov.in)
2. Bidders who wish to participate in this bidding process must register on <http://e-Proc.rajasthan.gov.in>
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. A single Bid Open Competitive Two -stage (E-bidding) selection procedure shall be adopted.
5. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and financial proposal. However, DD for Tender Fees, EMD (Bank guarantee/DD) payable in favour of Director, Specially Abled Person, Rajasthan, Jaipur payable at Jaipur, and Bank guarantee for EMD shall payable at Jaipur and Processing Fees payable in favour of Managing Director, RAJCOMP info services limited, and payable at Jaipur. Tender fee, EMD and processing fee DD Should be submitted physically at the office of Tendering Authority as prescribed in RFP and Scanned copy of same should also be uploaded along with the technical bid.
6. Director, Specially Abled Person, Rajasthan, Jaipur, will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
7. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-tendering process.
8. Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document, is scheduled as per the details specified in Notice Inviting Tender (RFP) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
9. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
10. Training for the bidder on the usage of e-Tendering system (e-Procurement) is also being arranged by RISL on regular basis. Bidder interested for training may contact eProcurement Cell RISL for booking the Training slot.

A. Contact No. 0141-4022688 (Help desk 10 am to 6 pm on all working days)

B. E-mail: <http://e-Proc.rajasthan.gov.in>

C. Address: E-Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

27/01/18  
25/01/18

# DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

## NOTICE INVITING E-TENDER

Director, Specially Abled Person, Rajasthan, Jaipur, invites only through electronic bid (E-Bid) A single stage two cover unconditional competitive E-Bids only from the eligible bidder (OEM) for the supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) Under Director, Specially Abled Person, Rajasthan, Jaipur. The Bid shall only be submitted through online tendering system of [www. http://eProc.rajasthan.gov.in](http://eProc.rajasthan.gov.in). the schedule of dates is as follows:

Nature of the Project	Supply of Two Wheeler scooters With side wheel attachment/Retrofitment (Extra two wheels) (attachment should be approved by A.R.A.I) For Specially Abled Person (Motorised, BS IV Standard. अटैचमेन्ट पीछे वाले पहिये के दोनों तरफ एक-एक अतिरिक्त पहिया हो तथा जिन पर मडगार्ड लगे हो वाहन की सीट के पास वैशाखी रखने की जगह उपलब्ध हो।
Cost of Tender Document (non refundable)	Rs. 1000/- (Rupees One Thousand Only)
Tender Processing Fee (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Estimated Project Cost	Rs 6,00,00,000 Six Crore Only
Estimated No. of Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard)	1000
Earnest Money Deposit (EMD)	Rs- 12,00,000 (Twelve Lac Only)
Publishing Date	Date:- 29.01.2018
Document Download End Date	Date:- 28.02.2018 Time 11:30 A.M
Date, Time & Venue of pre- Bid- Meeting	Date:- 14.02.2018 Time 11:30 A.M (At Office of Director, Specially Abled Person, 3/1-A, Behind Rajmahal hotel, Civil Line Jaipur (Rajasthan)
Bid submission End Date/ Time	Date:- 28.02.2018 Time 1:00 P.M
Last date of Submission of Demand Draft for Tender Fee, Processing Fee and B.G. For EMD*	Date:-28-02-2018 Time:- 01:00 P.M (At Office of Director, Specially Abled Person, Rajasthan, Jaipur) G 3/1-A, Behind Rajmahal hotel, Civil Line Jaipur (Rajasthan)
Technical Bid Opening Date/Time	Date:- 28.02.2018 Time:- 3:00 P.M At G 3/1-A, Behind Rajmahal hotel, Civil Line Jaipur (Rajasthan)
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="http://eProc.rajasthan.gov.in">www. http://eProc.rajasthan.gov.in</a>

28/1/18

# DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

Bid & EMD Validity	180 Days from the last date of bid submission
Warranty Period.	24 months from the actual date of delivery.
Supply period.	Supply period is 30 Days from the date of Order.
<p>* In case, any of the bidders fails to physically submit the Demand Draft/ Bank Guarantee for Tender Fee, Processing Fee &amp; EMD, up to 11.30 A.M. on date 28.02.2018 to the Director, Specially Abled Person, Rajasthan, Jaipur whose Bid shall not be accepted. The B.G. &amp; Demand Draft should be in favour of Director, Specially Abled Person, Rajasthan, Jaipur payable at Jaipur for tender document fee and EMD. The Bank Guarantee should issued by a nationalized/scheduled bank having Payable its branch at Jaipur, The amount of processing fee payable in favour of Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur.</p>	



Director

SPECIALLY ABLED PERSON  
RAJASTHAN, JAIPUR



25.1.18





SECTION 2: PRIHECT PROFILE

राजस्थान सरकार द्वारा राजकीय अथवा मान्यता प्राप्त विद्यालय/महाविद्यालय में नियमित अध्ययनरत चलन निःशक्तता वाले विशेष योग्यजन जो कि मोटराईज्ड ट्राई-साईकिल चलाने में सक्षम हो, को नियमित अध्ययन हेतु प्रोत्साहित करने तथा शिक्षा हेतु सुलभ आवाजाही को बढ़ावा देने के उद्देश्य से वित्तीय वर्ष 2017-18 अन्तर्गत निःशुल्क मोटराईज्ड ट्राई-साईकिल उपलब्ध करवाये जाने का निर्णय लिया गया। इस योजना अन्तर्गत राजस्थान राज्य के सभी 33 जिलों में पात्र 1000 विशेष योग्यजनों को मोटराईज्ड ट्राई-साईकिल से लाभान्वित किया जायेगा। निदेशालय विशेष योग्यजन इस कार्य हेतु ई-टेण्डरिंग के माध्यम से आवेदन आमंत्रित कर जिला अधिकारी, सामाजिक न्याय एवं अधिकारिता विभाग को मोटराईज्ड ट्राई-साईकिल उपलब्ध करवाकर लाभान्वित किया जायेगा।

- I. **कार्य योजना :-**राजकीय अथवा मान्यता प्राप्त विद्यालय/महाविद्यालय में नियमित अध्ययनरत चलन निःशक्तता वाले 1000 विशेष योग्यजन जो कि मोटराईज्ड ट्राई-साईकिल चलाने में सक्षम हो, को नियमित अध्ययन हेतु प्रोत्साहित करने तथा शिक्षा हेतु सुलभ आवाजाही को बढ़ावा देने के उद्देश्य से वित्तीय वर्ष 2017-18 अन्तर्गत निःशुल्क मोटराईज्ड ट्राई-साईकिल उपलब्ध कराई जायेगी। इस हेतु निदेशालय विशेष योग्यजन को राशि रुपये 6.00 करोड का बजट प्रावधान किया हुआ है। ऐसे विशेष योग्यजन जिनकी आयु 16 वर्ष से कम व 30 वर्ष से अधिक न हो तथा विद्यालय/महाविद्यालय में नियमित अध्ययनरत हो तथा जिनके माता-पिता/अभिभावकों की वार्षिक आय (अभ्यर्थी की आय को सम्मिलित करते हुये) 2.00 लाख रुपये से अधिक न हो, को मोटराईज्ड ट्राई-साईकिल से लाभान्वित किया जायेगा।
- II. **कार्य योजना के उद्देश्य :-**राज्य के 1000 पात्र विशेष योग्यजनों को नियमित अध्ययन हेतु प्रोत्साहित करने तथा शिक्षा हेतु सुलभ आवाजाही को बढ़ावा देने के उद्देश्य से वित्तीय वर्ष 2017-18 अन्तर्गत निःशुल्क मोटराईज्ड ट्राई-साईकिल उपलब्ध करवाना।

21/11/18

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**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

**SECTION 3: ELIGIBILITY CRITERIA**

SR. No.	Basic Requirement	Specific Requirement	Documents Requirement
1.	Legal Entity	<p>1. The bidder should be a company registered under Indian Companies Act, 1956 on or before 1 April 2008.</p> <p>2. The Bidder shall be only an OEM or his authorized representative for submission of bid.</p> <p>3. The bidder should be having ISO 2013 or Latest certification for manufacturing process of Supply of Two Wheeler and having experience for Retrofitment For Specially Abled Person (Motorised, BS IV Standard)</p>	<p>1. Copy of Certificate(s) of incorporation</p> <p>2. Authorization Certificate from OEM for submission of OEM bid (authorize representative)</p> <p>3. Copy of certificate.</p> <p>4. ARAI certificate for retrofitment</p>
2.	Turnover	Annual Turnover from IT / ITeS of the bidder during each of the last three financial years, i.e., 2014- 2015, 2015-16 and 2016-17 (as per the last published audited balance sheets), should be at least Rs. 250 Crores (Two Hundred Fifty only).	Audited Balance Sheet, Profit & Loss A/c, Trading A/c and C.A. Certificate On the Basis of Final Account With CA,s Registration Number/Seal.
3.	Net Worth	The net worth of the bidder in the last financial year, i.e. 2014-2015, 2015-16 and 2016-17 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last
4.	Supply of Two Wheeler (Motorised, BS IV Standard) Sales in India	The OEM should have sold average 50000 (Fifty Thousand or more) Supply of Two Wheeler (Motorised, BS IV Standard) in India during last three (03) Financial years i.e. from 1st April 2014 till 31st March 2017 and having experience of supply of retrofitment.	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM clearly specifying year wise sales of Supply of Two Wheeler (Motorised, BS IV Standard) in India.
5.	Supply of retrofitment kit with Two Wheeler (Motorised, BS IV Standard) Sales in India	The OEM should have experience of supply of retrofitment.	Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM clearly specifying year wise sales of Supply of retrofitment in India.

**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

6.	Tax registration	The Bidder should have a registered number of i. G.S.T. where his business is located - Copies of relevant registration certificates ii. Income Tax / PAN / TIN number.	From the Competent Registration Authority of G.S.T./Income-Tax.
7.	Blacklisting	A bidder is not eligible to participate in this Bid if the firms black-listed" debarred in participating in any procurement activities for fraudulent or corrupt practices by any State or Central Government or UT in India.	A Self Certified letter as given in the Annexure-6
8.	Service Centre during Warranty period without any additional cost. (At Service Centre)	The service support centers must be in all 33 districts. The require detail of service centre should be provided in annexure 16 of RFP.	Details / Undertaking for Service Centers in Rajasthan as per Annexure- 16
9.	Make & Model	The Bidder will Indicate (Only One Model) the Exact Make & Model of it in the technical bid.	A Self declaration Certificate.



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SECTION 4: SCOPE OF WORK

I. The selected bidder is expected to carry out all activities covering Supply Delivery Testing, Quality and Inspection in co-ordination with Director, Specially Abled Person, Rajasthan, Jaipur Detailed scope of work for the project is as given below:

(A) Supply and Delivery of Two Wheeler With Retrofitment For Specially Abled Person (Motorized, BS IV) with all other accessories: The selected bidder shall:

I. Supply all the required quantities of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) with all other accessories as mentioned in the BOM Given in Annexure-I, and having the specifications and all other accessories (including Battery etc. as mentioned in the Specifications provided in Annexure-2 titled "Technical Specifications") at the 33 District headquarters in the State of Rajasthan at the location and in Quantities as specified by Director Specially Abled Person Rajasthan, Jaipur

II. Conduct 100% Quality inspection and testing and ensure that each and every Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) complies to the specifications given in Annexure-2 and ensure that there should not be any physical damage(s) and shall contain all the required Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) accessories before declaring the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) as "Ready for delivery"

(B) Comprehensive OEM Warranty (At Service Centre): The Successful bidder shall:

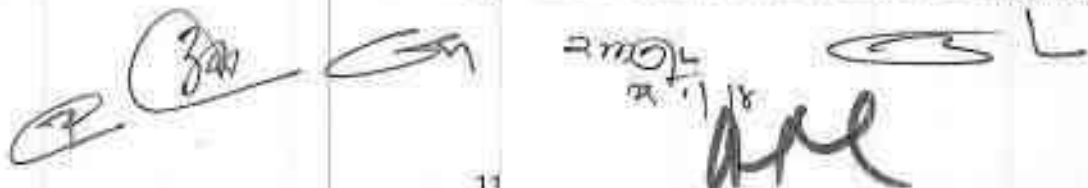
I. Provide comprehensive OEM Warranty services through the designated Service Support Centers available at all the 33 Districts for the period mentioned in Annexure-1 (Bill of Material) for the Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard). The warranty shall Start from the actual Date of delivery of the Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) (At Service Centre) without any additional cost.

II. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the Supplied Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) at the service support centers during the warranty period

III. Provide Warranty on supplied Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) should be at least 24 Months.

IV. warranty services must be provide within 7 days from the date of compliant received. The delay period will be start from date of message/e-mail made by the Person on the mobile number/ e-mail address of concern service support center. If delayed more than 7 days for rectification of compliant the penalty shall be charge at the rate of rupees one hundred per day and maximum amount up to 5% of contract value of each Two Wheeler.

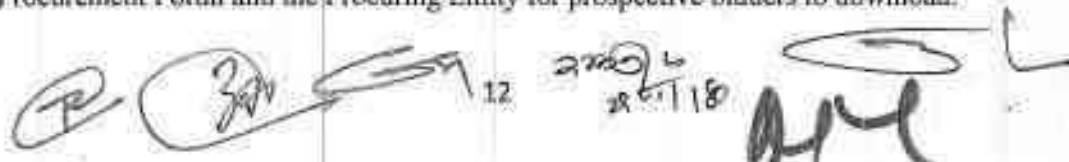
(2) Delivery Schedule: The Bidder shall ensure that all the required quantities of the ordered Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) are supplied and delivered to the desired location(s) within 1 Months from the date of issuing supply order.

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SECTION -5: INSTRUCTION TO BIDDERS AND BIDDING PROCESS

- 1) Sale of Tender/ Bidding Document- The complete bidding document would be available on the websites for the period as specified in the RFP. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the e-bids. The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal/e.proc/www.dsap.rajasthan.gov.in/ www.sje.rajasthan.gov.in
- 2) Clarification of Bidding Document and Pre-Bid Meeting-
  - A. The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, etc., it shall be submitting before the Bid, refer the same to the Procuring Entity and get clarifications in the specified format as per Annexure-3. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the RFP. The Procuring Entity will respond in writing to any request for clarification, within Fifteen (15) days, provided that such request is received not later than Fourteen (14) days prior to the date of Pre-Bid Meeting. The Procuring Entity shall forward copies of its response to all Bidders who have acquired/ procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the websites of State Public Procurement Portal and the Procuring Entity.
  - B. The purpose of the Pre-Bid Meeting will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
  - C. The Bidder is requested, to submit questions in writing, to reach the Procuring Entity prior to the date of pre-bid meeting.
  - D. Minutes of the Pre-Bid Meeting, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders and on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Meeting shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Meeting.
  - E. At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document if required by issuing an addenda which will form part of the Bidding Document.
  - F. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.
  - G. The procuring entity reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- 3) Amendment of Bidding Document-
  - A. Any ammendment issued shall be part of the Bidding Document and shall be communicated on website/writing to all concerned. It shall also be uploaded on the websites of State Public Procurement Portal and the Procuring Entity for prospective bidders to download.

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# DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

B. To give prospective Bidders reasonable time in which to take an ammendment into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the websites of State Public Procurement Portal and Procuring Entity.

4. Documents comprising the Bid.

(A) e-bid A Single stage Two cover system (E-Bid) shall be followed for the bid:

1. Technical bid 11. Financial bid

Technical bid shall include the followin documents:		
SNo.	Documents Technical Bid	Document Format
1.	Covering Letter— Technical Bid	On bidder letter head duly signed by authorized signatory
Fee Details		
2.	Tender Fee	Scanned copy of Fee Receipt / DD in favour of the Directorate Specially Abled Person Rajasthan, Jaipur payable at Jaipur.
3.	RISL Processing Fee.	Scanned copy of DD. in favour of the M.D.RISL, Jaipur payable at Jaipur.
4.	EMD	Scanned copy of DD/bank guarantee in favour of the Director, Specially Abled Person, Rajasthan, Jaipur payable at Jaipur
Pre-qualification Documents		
5.	Tender Form	as per Annexure-4
6.	Bidder Authorization Certificate (OEM)	as per Annexure-5
7.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
8.	Certificate of Conformity/ No Deviation	As per Annexure-7
9.	Manufacturer's Authorization Format of Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) MAF	As per Annexure-13
10.	Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) Test report for the  Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) propose model to be supplied by the bidder	To be Issued by Authorized Inspection Agency as per B IV Standard.

## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

11.	Undertaking of Authenticity of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and Allied Equipments	On non judicial stamp paper of Rs. 100 as per Annexure-8
12.	Financial Bid Undertaking	As per Annexure-9
13.	Components Offered	As per Annexure-12
	Compliance Sheet for the supplied items	Compliance sheet as per RFP Annexure 2 from OEM on their letterheads
15.	Photo of Sample Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) with manufacturing & Testing Certificate.	The Photo all parts clearly should be submitted on the opening date of technical bid along with Bank Guarantee.
Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on online e-procurement website as per the BOQ template.		

(C) Financial bid shall include the following documents:

SNo.	Documents Type	Document Format
1.	Price Bid	As per Annexure-10

- (D) The Bidder shall submit Photo with self certification report of OEM as per technical specification of RFP with Test Report. The test report shall not be prior more than Two (02) months from the last date of submission of Bids. It shall be in accordance with the Technical Specifications as mentioned in Annexure-2 of RFP and be done by any one of the Recognized lab/Test centre Authorize by the state government/Central Government or any by the government department Authorize Testing Agency Under the Government of India.
- (E) The bidder shall ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
- (F) Director Specially Abled Person Rajasthan, Jaipur is not in favour of seeking additional documents and / or clarifications from the bidders after the last date of bid submission. Hence, the bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are upload on the e-proc website.

### 5. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 6. Bid Prices:

- (A) The price/ financial bid must be specified in the BOQ file available at e-Proc and without changing its form and type.
- (B) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per goods & Service tax act/rules.
- (C) All the prices should be quoted only in Indian Rupees (INR) Currency.
- (D) Prices/ Rates shall be written both in figures and words, as applicable.



## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

- (E) All rates quoted must be FOR destination District office of social justice and Empowerment Department or as per direction. Where the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) are to be delivered, and should include all the taxes. Director Specially Abled Person Rajasthan, Jaipur will not pay any cartage or transportation charges.
- (F) Prices quoted in the bid must be firm and final and shall not be subject to any modifications.
- (G)(G) The prices quoted by the Bidder in the financial bid shall conform to the requirements specified therein.
- (H) All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the financial bid shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bidding document.
- (I) The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.

### 7. Period of Validity of Bids:

- (A) Bids shall remain valid for the period of 180 days, as specified in RFP, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- (B) In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

### 8. Earnest Money Deposit (EMD):

- A. Every bidder, if not exempted, participating in the bidding process must furnish the required Earnest money deposit as specified in the Notice Inviting Tender (RFP).
- B. EMD of a bidder lying with Director Specially Abled Person Rajasthan, Jaipur in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are reinvited.
- C. Form of EMD: The EMD may be deposited in the form of BG in favour of " Director Specially Abled Person Rajasthan, Jaipur " payable at " Jaipur". The EMD shall be valid for the period of Bid Validity as mentioned in the RFP. e.i 180 days.
- D. Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD.
- E. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
- I. When the bidder withdraws or modifies his bid proposal after opening of bids.
  - II. When the bidder does not execute the agreement after placement of order within the specified time.
  - III. When the bidder fails to commence the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and service as per purchase/ work order within the time prescribed.
  - IV. When the bidder does not deposit the security money after the purchase/ work order is placed.

### 9. Deadline for the submission of Bids:

- a. Bids must be submitted by the bidders online at e-Proc website as indicated in the RFP of Subsequent Corrigendum's, if any.
- b. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid meeting and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by with Director Specially Abled Person Rajasthan, Jaipur and due publicity to such change in date of submission of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable

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## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and service are substantial, fresh publication of original bid inquiry may also be issued.

- c. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

### 10. Format and Signing of Bid:

- A. The bid forms/templates/annexures etc., wherever applicable, shall be typed and shall be digitally signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the Authorized person, accompanied with a board resolution, in case of a company/power of attorney as per Annexure-5.
- B. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the e-proc portal in respective file/ format.
- C. Bidders must submit their bids online at e-proc portal. Bids received by other means shall not be accepted.
- D. If bids are not submitted as per the details mentioned in this bidding document and e-Proc website, the tendering authority shall reject the bid.

### 11. Bid Opening/ Opening of Tenders:

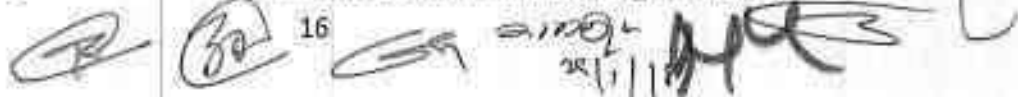
- A. The Department purchasing Committee will perform the bid opening, which is a critical event in the bidding process.
- B. The tendering authority shall conduct the bid opening at the address, date and time specified in the RFP.
- C. All the bids received up to the specified time and date shall be opened by the members of the purchasing Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at e-Proc website.
- D. All the documents comprising of technical bid/ cover shall be opened & downloaded from the eProc website (only for the bidder who have submitted the prescribed fee (s) to with Director Specially Abled Person Rajasthan, Jaipur.
- E. All the technical bid covers, except the Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.
- F. The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder representatives who are present shall be required to sign the attendance sheet.
- G. The Commercial/ Financial cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

12. Selection method: The selection method is Least Cost Based Selection (LCBS or L1).

### 13. Guiding Principles for Evaluation of Bids:

- A. The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- B. The determination shall be based upon an examination of the documentary evidence of the bidder qualifications and proposed solution submitted by the bidder.
- C. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP
- D. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, Reservation, or omission, where: -
1. "Deviation" is a departure from the requirements specified in the bidding document;

16



## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

- II. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- III. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

E. A material deviation, Reservation, or omission is one that,

i. if accepted, would: -

- affect in any substantial way the scope, quality, or performance of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and Related Services specified in the bidding document; or
- limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder obligations under the proposed Contract; or

ii. if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

F. Provided that a bid is substantially responsive, the tendering authority

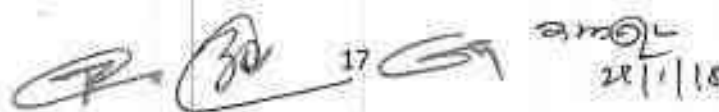
- may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in pre-bid meeting and Evaluation Criteria of this bidding document.

### 14. Evaluation of Technical Bids:

- A. The technical evaluation shall be completed by the The Department purchasing Committee as early as possible after opening of technical bids. It shall examine the technical bid including Sample.
- B. Technical Evaluation Criteria — Bid shall be technically evaluated based on the documents submitted by the bidder as asked in the clause "Documents comprising the bid", compliance of sample Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) test report with respect to technical specifications submitted by the bidder
- C. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification", and shall be informed, either in writing or by uploading the details on the websites mentioned in the RFP, about the date, time and place of opening of their financial bids
- D. The firms which could not qualify in technical evaluation will be informed about this fact. EMD refunded after completion of the bid process i.e. award of the contract to the best value / successful bidder.

### 15. Evaluation of Financial Bids

- A. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the Purchasing Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Proc website.

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## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

- B. The process of opening of financial bids/ covers shall be similar to that of technical bids.
- C. The names of the firms and the rates given by them shall be read out and recorded in tender opening register.
- D. To evaluate a bid, the tendering authority shall consider the following:
  - I. the bid price as quoted in accordance with bidding document.
  - II. price adjustment for correction of arithmetic errors in accordance with bidding document.
- E. The evaluation shall include all costs and taxes applicable to the bidder as per law of G.S.T.

### 16. Clarification of Bids

- A. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the RFP.
  - B. Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.
  - C. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.
17. Comparison of bids and determination of the best value bid: The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP.
18. Correction of Arithmetic Errors- Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis:-
- I. if there is a discrepancy between the RFP price and the total price that is obtained by multiplying the RFP price and quantity, the RFP price shall prevail and the total price shall be corrected, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the RFP price, in which case the total price as quoted shall govern and the RFP price shall be corrected;
  - II. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - III. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

### 19. Negotiations:

- A. As a general rule, negotiations after opening of financial bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as: -
  - i. when ring prices have been quoted.
  - ii. When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- B. Negotiations shall not make original offer of the bidder ineffective.
- C. Negotiations shall be conducted with the best value bidder only and by an information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency, the tender sanctioning PC may reduce the notice period for negotiations provided the bidder receives the information regarding holding negotiations.
- D. In case the best value bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning PC may decide to make a written counter offer to the best value bidder. If the best value bidder does not accept the counter offer given by the PC, the PC may recommend rejecting the bid or may repeat the process to make the same counter offer to second best value bidder and so on to third, fourth best value bidder, etc. till a bidder accepts it.

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**20. Disqualification:**

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

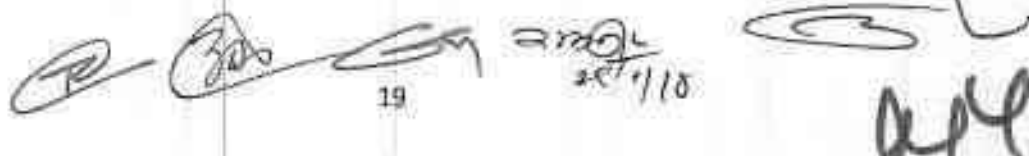
- I. Has not submitted the bid in accordance with the bidding document.
- II. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD or the Bidder authorization certificate/ Power of Attorney.
- III. Has imposed conditions in his bid.
- IV. During validity of the bid or its extended period, if any, increases his quoted prices.
- V. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- VI. Has failed to provide clarifications related thereto, when sought.
- VII. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- VIII. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

**21. Acceptance of the Tender/ Bid :**

- A. Prior to the expiration of the period of bid validity, the tendering authority shall notify the Successful bidder(s), in writing, that its bid has been accepted.
- B. The tendering authority shall award the Contract to the bidder whose proposal/ bid has been Determined to be the best value bid.
- C. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- D. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed as per rules of Rajasthan Government and deposit the amount of prescribed performance security deposit 5% of the contract amount. within 15 days from the date of issue of acceptance.
- E. The acceptance of an offer is complete as soon as the letter of communication is posted to the Correct address of the bidder(s).
- F. The acceptance of the bid shall also be placed on website of [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in), [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) and [dsap.rajasthan.gov.in](http://dsap.rajasthan.gov.in) in general information to all.
- G. The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

**22. Confidentiality:**

- a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing

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**23. Conflict of Interest:**

- A. Director, Specially Abled Person, Rajasthan, Jaipur considers a conflict of interest 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. In pursuance of Director, Specially Abled Person, Rajasthan, Jaipur Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, Director, Specially Abled Person, Rajasthan, Jaipur will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- B. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the Supply of Two Wheeler With Retrofitted For Special Abled Person (Motorised, BS IV Standard) and services that are the subject matter of the bid.
- C. It may be considered to be in a conflict of interest with one or more parties in the bidding process if.
  - I. they have controlling shareholders in common; or
  - II. it receives or have received any direct or indirect subsidy from any of them; or
  - III. they have the same legal representative for purposes of the Bid; or
  - IV. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

24. **Tendering authority's Right to Accept/ Reject any or all of the Bids:** The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

**25. Right to Vary Quantities:**

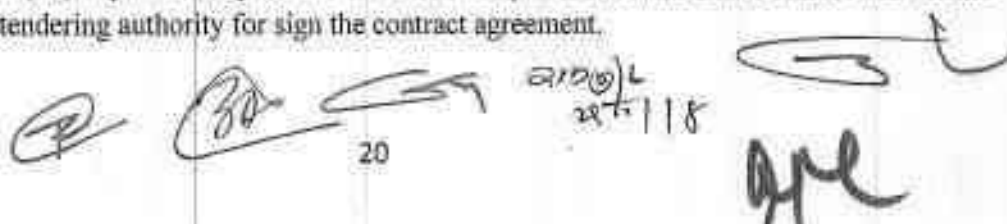
- A. At the time the Contract is awarded, the quantity of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and Related Services originally specified in the bidding document may be increased or decreased but without any change in the RFP prices or other terms and conditions of the bid and the bidding document.
- B. If the work order is placed up to 50% in excess of the quantities mentioned in the bidding document, the bidder shall be bound to meet the required supply.
- C. If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the bidding document, the bidder shall not be entitled to claim any compensation.

**26. Repeat Orders:**

- A. Repeat orders may also be placed with the consent of the , selected bidder on the rates and conditions given in the bidding document. In such a case, the delivery/ completion period will also be proportionately increased.

**27. Signing of Contract:**

- A. Promptly after issue the letter of acceptance by the tendering authority as per terms & condition of bid document.
- B. Within fifteen (15) days of receipt of the Letter of acceptance the successful bidder shall attend the office of tendering authority for sign the contract agreement.

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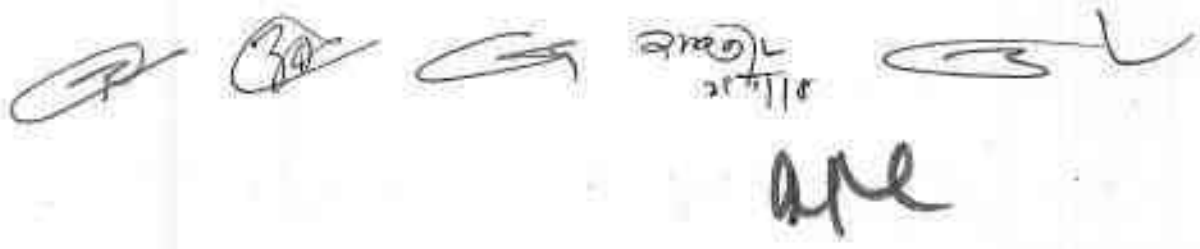


**28. Performance Security Deposit (PSD):**

- A. Within fifteen (15) days of the issue of Letter of Acceptance the successful Bidder shall furnish the bank guarantee of Performance Security Deposit (PSD).
- B. Failure of the successful bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

**29. Reservation of Rights:** To take care of unexpected circumstances, Director, Specially Abled Person, Rajasthan, Jaipur reserves the rights for the following:

- A. Extend the closing date for submission of the bid proposals.
- B. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
- C. Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
- D. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.
- E. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- F. seek the advice of external consultants to assist Director, Specially Abled Person, Rajasthan, Jaipur in the evaluation or review of proposals.
- G. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- H. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any Patent or other intellectual property right that may subsist in the proposal.

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SECTION 6: TERMS AND CONDITIONS OF TENDER & CONTRACT

Definitions:-

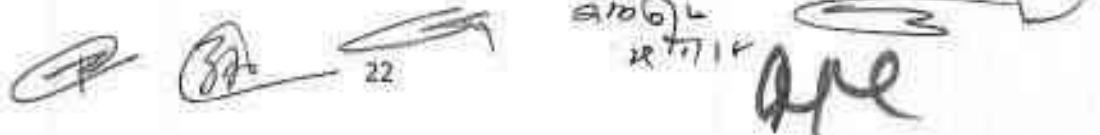
For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: - For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- A) Act & Rules- means the Rajasthan transparency in public procurement act 2012, Rules 2013 & GF&AR
- B) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder(s), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- C) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- D) "Day" means a calendar day.
- E) "Delivery" means the transfer of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract. In case splitting the quantity of among the two bidders than the total allowed period as per RFP also splitting in the same ratio.
- F) "Completion" means the fulfillment of the related services by the successful" selected bidder in accordance with the terms and conditions set forth in the Contract.
- G) "Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard)" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- H) "Purchaser" means the entity purchasing the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and related services, as specified in the bidding document.
- I) "Related Services" means the services incidental to the supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard), such as Testing Certificate, Pollution N.O.C., Road safety Certificate, Warranty support and other similar obligations of the successful/ selected bidder under the Contract.
- J) "The Site," where applicable, means the place of delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) designated Place of District office of social justice and empowerment department.
- K) Appeal Authority:- The First Appeal Authority is Dy. Secretary, social justice and empowerment department and Second Appeal Authority is Appeal Additional Chief Secretary social justice and empowerment department, Government of Rajasthan, Jaipur Under Rajasthan Transparency in Public Procurement act- 2012

A) General Conditions of the Bid-

I. Income Tax and G.S.T. Registration and G.S.T. Clearance Certificate-

No Bidder who does not hold a valid Permanent Account Number (PAN)/Tax Identification Number (TIN) from Income Tax department, GOI and who is not registered under the G.S.T. Act prevalent in the State where his business is located shall not eligible for bid. The Valid G.S.T. Registration Number/ clearance certificate should be quoted in the bid. The G.S.T. Certificate must be issued from the concerned state/central.U.T. Competent Authority. The Certificate valid on the date of submission of bid. The Bid without such Certificate is liable to rejection.

 22



2. **Contract Documents:** 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, and mutually explanatory.

3. **Interpretation.**

If the context so requires it, singular means plural and vice versa.

A. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

B. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

C. Non-waiver: Subject to the conditions (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

D. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

E. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. **Language.**

A. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in Hindi & English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Specially conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

B. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.)

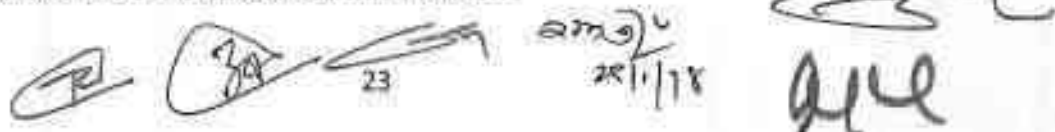
5. **Eligible Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and Related Services.**

For purposes of this Clause, the term "Supply of Two Wheeler with retrofitment For Specially Abled Person (Motorized, BS IV Standard)" includes all Items as per Terms & Conditions of R.F.P.

A. Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) being bid should be the ones which are produced in volume and are used by a large number of users in India. Supply of Two Wheeler with retrofitment For Specially Abled Person (Motorized, BS IV Standard) quoted by the successful/ selected bidder must be associated with 'specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.

B. The OEM of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within maximum 7days.

C. Bidder must quote products in accordance with above clause "Eligible Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and related services". As Per Terms & Condition of R.F.P.

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# DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

## 6. Notices:

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

## 7. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the R.F.P.

## 8. Scope of Supply:

- A. Subject to the provisions in the bidding document and contract, the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) to be supplied (30 days) shall be as specified in the bidding document.
- B. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and related services as if such items were expressly mentioned in the Contract in the R.F.P.
- C. The bidder shall not quote and supply any items that is likely to be declared as End of Sale for twenty four months and End of Service/ Support for Twenty Four months from the date of Signing of agreement. If any of the items is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder shall replace all such items with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

## 9. Delivery.

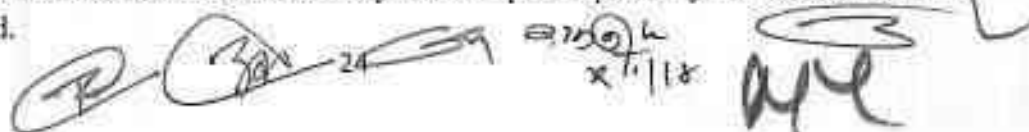
Subject to the conditions of the contract, the delivery of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply to be furnished by the successful/ selected bidder are specified in the R.F.P.

- A. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an Opportunity Reply to the bidder of being heard and recording the reasons for repudiation.
- B. The selected bidder shall arrange to supply the ordered Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) as per specifications within the specified delivery/ completion period at various offices/ locations mentioned in the R.F.P.
- C. Shifting the place of delivery destination: Director, Specially Abled Person, Rajasthan, Jaipur shall be free to shift the place of delivery within the same district. The successful/ selected bidder shall provide all assistance including transportation in shifting of the delivered items.

## 10. Selected bidder Responsibilities: The Selected bidder shall Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and related services included in the scope of supply in accordance with the provisions Of bidding document and/ or contract.

## 11. Contract Price:

- A. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- B. Prices charged by the Selected bidder for the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Selected bidder in its price-bid.

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**12. Recoveries from Selected bidder:**

- A. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- B. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with Director, Specially Abled Person, Rajasthan, Jaipur.
- C. The balance, if any, shall be demanded from the Selected bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

**13. Taxes & Duties:**

- A. The income tax & G.S.T. etc., if applicable, shall be deducted at source from the payment to the , Selected bidder as per the law in force at the time of execution of contract.
- B. For Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- C. For Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) to the Purchaser.
- D. Revision of any other tax or duty shall be on account of the bidder.
- E. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**14. Performance Security Deposit (PSD):**

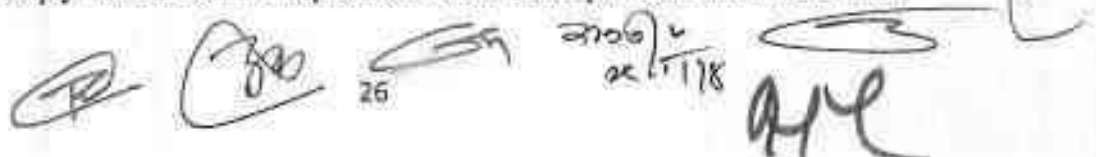
- A. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the PSD.
- B. The successful/ selected bidder shall, within fifteen (15) days issue date of the letter of acceptance provide a PSD 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- C. The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful selected bidder failure to complete its obligations under the Contract.
- D. Form of PSD: Successful bidder will have to deposit PSD in the form of Bank Guarantee (Unconditional & Irrevocable) in favour of Director, Specially Abled Person, Rajasthan, Jaipur Payable at " Jaipur".
- E. Refund of PSD: PSD shall be refunded after one (01) month of the successful completion of the contract period i.e. one (01) month after expiry of "Warranty Services" of all the Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard).
- F. Forfeiture of PSD: PSD shall be forfeited in the following cases:
  - I. When any terms and condition of the contract is breached.
  - II. When the , Selected bidder fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
  - III. To adjust any dues against the firm from any other contract with Director, Specially Abled Person, Rajasthan, Jaipur.
- G. No interest will be paid by Director, Specially Abled Person, Rajasthan, Jaipur on the amount of EMD and PSD.
- H. Proper notice will be given to the Selected bidder with reasonable time before EMD/ PSD is forfeited.

 25



## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

- I. Forfeiture of EMD/PSD shall be without prejudice to any other right of Director, Specially Abled Person, Rajasthan, Jaipur to claim any damages as admissible under the law as well as to take such action against the , Selected bidder such as severing future business relation or black listing, etc.
15. **Patent & Trade Mark** :- The Patent & Trade Mark in all drawings, source code, design/model and other materials containing data and information furnished to the Purchaser by the , Selected bidder herein shall remain vested in the Selected bidder, or, if they are furnished to the Purchaser directly or through the Selected bidder by any third party, including suppliers of Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) the Patent in such Supply of Two Wheeler With Retrofitment For Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) shall remain vested in such third party.
16. **Confidential Information:**
  - A. The Purchaser and the Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, directly to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
  - B. The Purchaser shall not use such documents, data, and other information received from the Selected bidder for any purposes unrelated to the Contract. Similarly, the Selected bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
  - C. The obligation of a party under sub-clauses above, however, shall not apply to information that:
    - I. the Purchaser or Selected bidder need to share with Department of Education or Director, Specially Abled Person, Rajasthan, Jaipur other institutions participating in the Contract;
    - II. now or hereafter enters the public domain through no fault of that party;
    - III. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
    - IV. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
  - D. The above provisions shall not in any way modify any undenaking of confidentiality given by Either of the parties hereto prior to the date of the Contract in respect of the supply or any part Thereof.
  - E. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.
17. **Sub-contracting:**
  - A. The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency during the contract period.
18. **Specifications and Standards:**
  - A. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI ISQ/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected bidder(s).
  - B. Technical Specifications. The Selected bidder shall ensure that the Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) and related services comply with the technical specifications and other provisions of the Contract.

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## DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

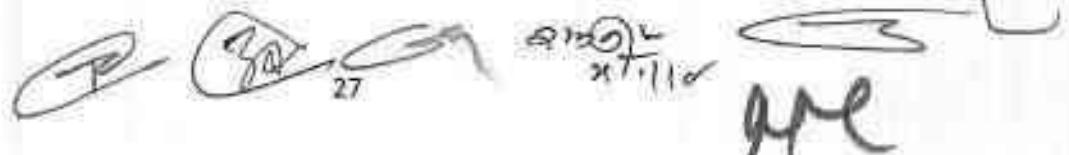
- I. The Selected bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- II. The Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard) and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Supply of Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard).
- C. 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 bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

### **19. Transportation:**

- A. The Selected bidder shall provide such transportation of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the transportation shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Transportation case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and the absence of heavy handling facilities at all points in transit.
- B. The transportation, marking, and documentation within and outside the packages shall comply strictly with such Specially requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- C. The Bidder shall be responsible for any defect in transportation and ensure the following:
  - I. The furnished Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) should be Bubble, Wrapped and then packed in the cardboard boxes of standard quality as followed by industry.
  - II. The above Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) shall be packed in cartons as per requirements of distribution to individual District Officer's (DLO-Sjed) office. The concerned list of DLO, contact address, telephone number etc. along with the individual supply quantity to each district location shall be provided by Director, Specially Abled Person, Rajasthan, Jaipur to the selected bidder. Each carton shall be inscribed with the name of the District / concerned DLO Sjed/ institution name to which it is to be supplied.

### **20. Insurance:**

- A. The Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- B. The Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) will be delivered at the FOR destination (Each DLO sjed office) in perfect condition.

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**21. Transportation:**

- A. The selected bidder shall be responsible for the proper transportation so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- B. All Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) must be sent freight paid through Railways or By Road.

**22. Inspection:**

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the selected bidder premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) equipment/ machineries during manufacturing process or afterwards as may be decided.

**23. Inspection/Testing charges:**

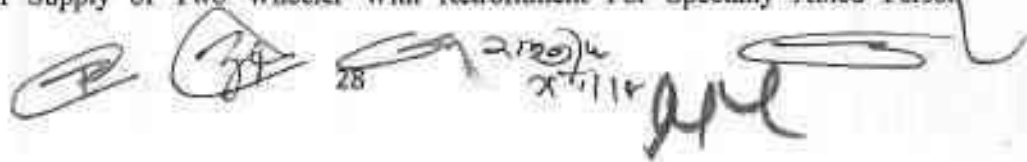
- A. Inspection / Testing charges for engaging Third Party Agency (TPA)/Technical Member of DPC shall be borne by Director, Specially Abled Person, Rajasthan, Jaipur.

**24. Rejection:**

- A. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- B. If, however, due to exigencies of Department of SAP work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an Opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- C. The rejected articles shall be removed by the selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ bidder/ selected bidder risk and on his account.

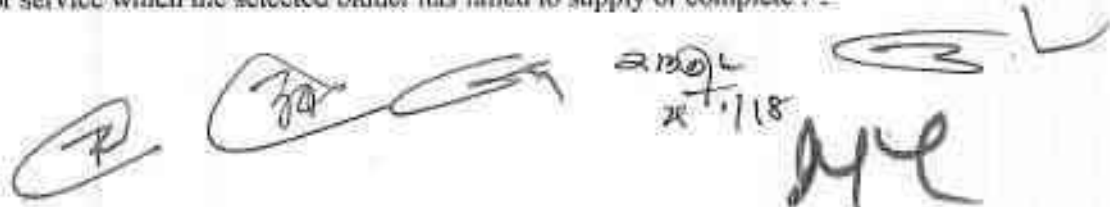
**25. Extension in Delivery Period and Liquidated Damages (LD):**

- A. Except as provided under clause "Force Majeure", if the selected bidder fails to deliver any or all of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below.
- B. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) supply and related services within the specified period.
- C. Delivery and completion period may be extended with or without liquidated damages, if the delay in the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) or service is on account of hindrances beyond the control of the selected bidder.
  - I. The selected bidder shall request in writing to the purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of Supply of Two Wheeler With Retrofitment For Specially Abled Person

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(Motorised, BS IV Standard) or service delivery. This request shall be submitted as soon as a hindrance in delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and service after which such request shall not be entertained.

- II. The purchaser shall examine the justification of causes of hindrance in the delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- III. Normally, extension in delivery period of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and service in following circumstances may be considered without liquidated damages:
- ❖ When delay has occurred due to delay by Director, Specially Abled Person, Rajasthan, Jaipur in performing any of the duties to be performed by them as mentioned in the Section titled "Scope of Work".
  - ❖ When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Director, Specially Abled Person, Rajasthan, Jaipur as per terms of the contract.
  - ❖ If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and service.
  - ❖ It shall be at the discretion of the concerned authority to accept or not to accept the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and/ or service.
  - ❖ If Director, Specially Abled Person, Rajasthan, Jaipur is in need of the goods / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- D. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and/ or service which the selected bidder has failed to supply or complete :-

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# DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

No.	Condition	LD
I.	Delay up to one fourth period of the prescribed delivery period of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of supply of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	10.0 %

- I. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- II. The maximum amount of liquidated damages shall be 10% of the contract amount

## **26. Authenticity of Equipments.**

- A. The selected bidder shall certify (as per Annexure-B) that the supplied Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- B. If during the contract period, the said Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), not with state level the fact that the purchaser may have inspected and/ or approved the said Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard), the purchaser will be entitled to reject the said Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) will be at the selected bidder risk and all the provisions relating to rejection of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) etc., shall apply. The selected bidder shall, if so called upon to do, replace the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- C. Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

 30



**27. Patent Indemnity:**

- A. The selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser 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 Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, Patent, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- I. The installation of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) by the selected bidder or the use of the the country where the Site is located; and
  - II. The sale in any country of the products produced by the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard). Such indemnity shall not cover any use of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the selected bidder(s), pursuant to the Contract.
- B. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the , selected bidder a notice thereof, and the selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- C. If the , selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- D. The Purchaser shall, at the selected bidder request, afford all available assistance to the , selected bidder in conducting such proceedings or claim, and shall be reimbursed by the , selected bidder for al I reasonable expenses incurred in so doing.
- E. The Purchaser shall indemnify and hold ham-less the selected bidder and its employees, officers, and Subcontractors (if any) 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 , selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, Patent, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**28. Limitation of Liability:** Except in cases of gross negligence or willful misconduct:-

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

 31



**29. Change in Laws & Regulations:**

A. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (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 shall not be change. Notwithstate level the forgoing such additional or reduced cost shall not be separately paid or credited to the bidder but if reduce the rate of taxes than benefit of reduce cost must credited to the purchaser account.

**30. Force Majeure:**

- A. The selected bidder shall not be liable for forfeiture of its PSD, L.D, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- B. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected bidder(s). Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- C. If a Force Majeure situation arises, the , selected bidder shall promptly notify the Director, Specially Abled Person, Rajasthan, Jaipur in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Director, Specially Abled Person, Rajasthan, Jaipur, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- D. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure may terminate the contract without any financial repercussion on either side.
- E. In case a Force Majeure situation occurs with the Director, Specially Abled Person, Rajasthan, Jaipur may take the case with the selected bidder on similar lines.

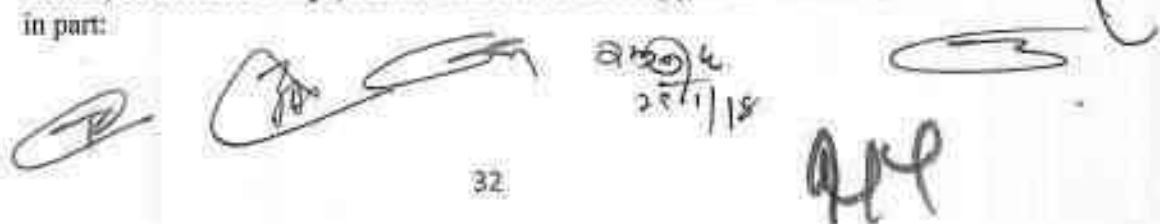
**31. Change Orders and Contract Amendments:**

- A. The Purchaser may at any time order the selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - I. Drawings, designs, or specifications, where Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - II. The method of shipment or transportation;
  - III. The place of delivery; and
  - IV. The related services to be provided by the selected bidder(s).
- B. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder performance of any provisions under the Contract no additional cost shall be allow under the contract.

**32. Termination:**

**A. Termination for Default:**

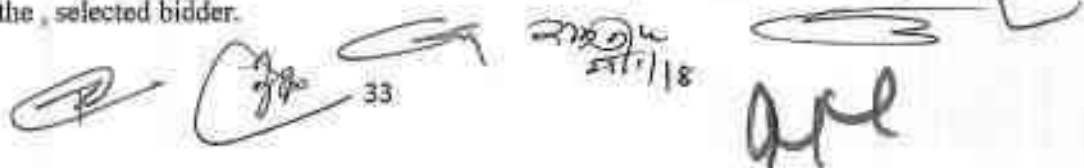
- I. The tender sanctioning authority i.e. Director, Specially Abled Person, Rajasthan, Jaipur may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the selected bidder(s), terminate the contract in whole or in part:

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- ❖ If the , selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Director, Specially Abled Person, Rajasthan, Jaipur., or
  - ❖ If the , selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the , selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - ❖ If the , selected bidder commits breach of any condition of the contract.
- II. If Director, Specially Abled Person, Rajasthan, Jaipur terminates the contract in whole or in part, amount of PSD, may be forfeited.
- III. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- B. Termination for Insolvency: Director, Specially Abled Person, Rajasthan, Jaipur may at any time terminate the Contract by giving a written notice of at-least 30 days to the , selected bidder(s), if the , selected bidder become bankrupt or otherwise insolvent. In such event, termination will be without compensation to the , selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Director, Specially Abled Person, Rajasthan, Jaipur.
- C. Termination for Convenience:
- I. Director, Specially Abled Person, Rajasthan, Jaipur, by a written notice of atleast 30 days sent to the , selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the , selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- II. Depending on merits of the case the , selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- III. The Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard), the Purchaser may elect:
- A. To have any portion completed and delivered at the Contract terms and prices; and/or
- B. To cancel the remainder and pay to the , selected bidder an agreed amount for partially completed Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) and Related Services and for materials and parts previously procured by the selected bidder.

### 33. Settlement of Disputes

- A. General: If any dispute arises between the , selected bidder and Director, Specially Abled Person, Rajasthan, Jaipur during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the , selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The , selected bidder will also be given an Opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the , selected bidder.

 33

- B. State level Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee.
- C. Procedure for reference to the State level govt. Committee: The , selected bidder shall present his representation to the Director, Specially Abled Person, Rajasthan, Jaipur. It decision which shall be final and binding both on the bidder and Director, Specially Abled Person, Rajasthan, Jaipur. If the decision not acceptable to the bidder the matter shall be refer to the govt. for further decision.
- D. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, only at Jaipur. SThere agreement has been executed and by no other court, after decision of the DPC for settlement of disputes.

**34. Payment Terms and Schedule:**

- A. Payment schedule The payment shall be made by the Director, Specially Abled Person, Rajasthan, Jaipur after the complete supply of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) as per terms and conditions of RFP.
- B. The selected bidder request for payment shall be made to the purchaser in writing, accompanied by invoices & delivery challan describing, as appropriate, the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated In the Contract.
- C. Due Payments shall be made promptly by the purchaser (Through Treasury) generally within thirty (30) days after submission of an invoice or request for payment by the , selected bidder(s), and the purchaser has accepted it.
- D. The currency or currencies in which payments shall be made to the selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- E. All remittance charges will be borne by the , selected bidder(s).
- F. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- G. Advance and running Payments will not be allowed.
- H. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- I. Taxes (Income tax & G.S.T.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

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SECTION -7 : PROCEDURE OF APPEAL

1) Filing an appeal-

1st appeal to Dy. Secretary, social justice and empowerment, Jaipur.

2nd appeal to Additional chief Secretary social justice and empowerment of Rajasthan Government Jaipur.

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in Clause 37 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

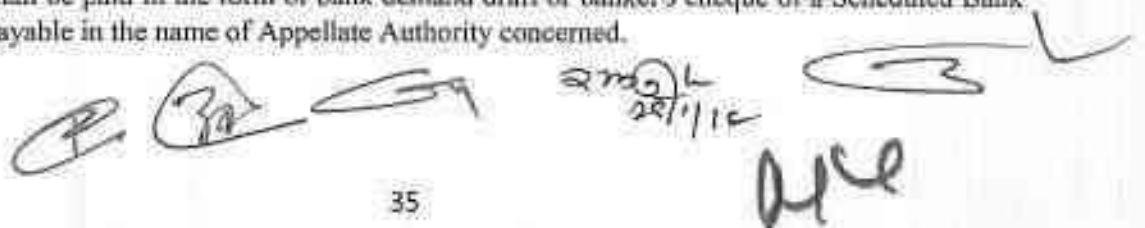
- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in act within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) Appeal not to lie in certain cases- No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
  - A. determination of need of procurement;
  - B. provisions limiting participation of Bidders in the Bid process;
  - C. the decision of whether or not to enter into negotiations; D. cancellation of a procurement process;
  - E. applicability of the provisions of confidentiality.

5) Form of Appeal-

- A. An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- B. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- C. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6) Fee for filing appeal-

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

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7) Procedure for disposal of appeal-

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



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DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

FORM No. 1

[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):

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

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

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

6. Grounds of appeal'.....

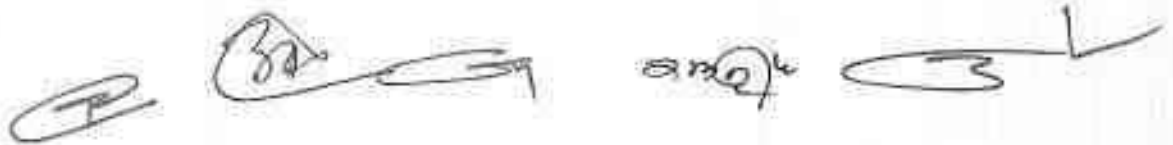
..... (Supported by an affidavit)

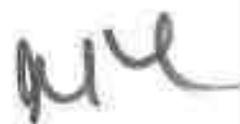
Prayer.....

Place.....

Date.....

Appellant's Signature

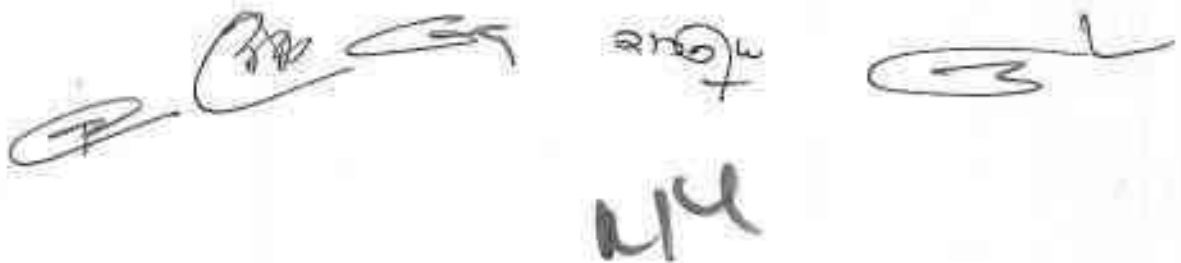




ANNEXURE-1 BILL OF MATERIAL (BOM)

S. NO.	Detail Of Items.	Qty.	MAF required (Y/N)	Period of comprehensive OEM warranty ( in months)	Period of end of sale (in months)	Period of end of service (in months)	Period of back to back support updates. (in India)
1.	Two Wheeler scooters With side wheel attachment/ Retrofitment (Extra two wheels) attachment should be approved by A.R.A.I For Specially Abled Person (Motorised, BS IV Standard.	1000 (Approx) Nos.		24	24	24	24

Successful bidder has to supply the Two Wheeler With Retrofitment for Specially Abled Person (Motorised, BS IV Standard), As Per Annexure-2 of R.F.P. to the all the 33 Districts across the State of Rajasthan at the location specified by Dist. Office of Social Justice and empowerment Details of exact location for delivery at the District Headquarter shall be provided by Director, Specially Abled Person, Rajasthan, Jaipur. to the successful bidder prior to signing the agreement.

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ANNEXURE-2: TECHNICAL SPECIFICATIONS

ote: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.

A. Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) Specifications:

Item	Description of Requirement	Compliance/ Deviations	Page No. where the specs are attached
Type Of Vehicle	Supply of Two Wheeler (scooters With side wheels) with attachment/ Retrofitment For Specially Abled Person (Motorised, BS IV Standard) अटैचमेन्ट पीछे वाले पहिये के दोनों तरफ एक-एक अतिरिक्त पहिया हो तथा जिन पर मडगार्ड लगे हो वाहन की सीट के पास वैशाखी रखने की जगह उपलब्ध हो।		
Engine Capacity	From 105 CC and above		
Brakes and lever	Hand Operated		
Additional Features	The Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) Will be Supplied with warranty Time for Twenty Four Months and वाहन की सीट के पास वैशाखी रखने की जगह उपलब्ध हो। अटैचमेन्ट पीछे वाले पहिये के दोनों तरफ एक-एक अतिरिक्त पहिया हो तथा जिन पर मडगार्ड लगे हो अटैचमेन्ट ए.आर.ए.आई. से अनुमदित होना चाहिये		

Handwritten signatures and initials are present below the table, including a large signature on the left, a signature in the middle, and initials on the right.



**ANNEXURE-3: PRE-BID QUERIES FORMAT (to be filled by the bidder)**

Ref. No. No NIT No. 01/2017-18 Date:- 29.01.2018

Name of the Company/Firm: .....

Tender Fee Receipt No. .... Dated ..... for Rs. ..../-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

Note: - Queries must be strictly submitted only in the prescribed format (.ZS/ .ZSX/ -ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.


  
 ME

**ANNEXURE-4: TENDER FORM {to be filled by the bidder}**

1) Addressed to:

Name of the Tendering Authority, Address	DIRECTOR, SPECIALLY ABLED PERSON, RAJASTHAN, JAIPUR G 3/1-A, Behind Rajmahal hotel, Civil Line Jaipur (Rajasthan)
Telephone	0141-2222267
Tele Fax	0141-2222249
Email	<u>sjeraj_dis@yahoo.com</u> (CLEARLY MENTION THE RFP NO. IN THE SUBJECT OF THE MAIL)

2) Firm Details:

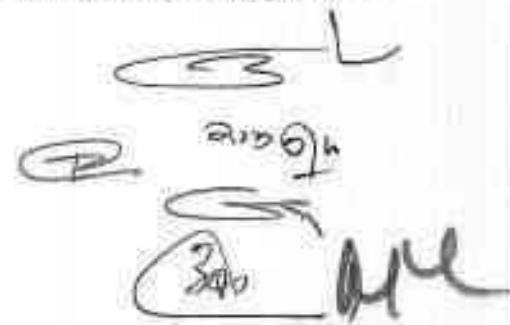
Name of Firm/Company			
Name of Contact Person with Designation			
Registered Office Address			
Address of the Firm/Company			
Year of Establishment			
Type of Firm/Company Put Tick ( ) mark	Public Limited	Pvt. Limited	Firm
Tele hone Number(s)			
Email Address/ Web Site	Email		Web-Site:
Fax No.			
Mobile Number	Mobile:		
Certification/Accreditation]Affiliation, If			

- 3) The requisite tender fee amounting to Rs..... /- (Rupees <in words>) has been deposited vide DD ..... receipt no: ..... dated .....
- 4) The requisite processing fee amounting to Rs..... /- (Rupees <in words>) has been Deposited vide DD .....dated .....
- 5) The requisite EMD amounting to Rs. .... /- (Rupees <in words>) has been deposited vide BG No. .... dated .....
- 6) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the Firm/Company: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_



DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

"ANNEXURE-5: BIDDER AUTHORIZATION CERTIFICATE (to be filled by the bidder)

To,

{Tendering Authority},

\_\_\_\_\_  
\_\_\_\_\_

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ Ref. No. NIT No. 01/2017-18 Date:- 29.01.2018

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

  
 23/01/18  
  
  
a.m

ANNEXURE-6: SELF-DECLARATION - NO BLACKLISTING

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Tendering Authority} .

\_\_\_\_\_

\_\_\_\_\_

In response to the Tender NIT No. 01/2017-18 Date:- 29.01.2018 as an Director or authorized of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: Date:

Place:




ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION

(to be filled by the bidder)

To,

{Tendering Authority},

Ref. No. 01/2017-18 Date:- 29.01.2018

CERTIFICATE

This is to certify that, the specifications of Annexure-2 which I/ We have mentioned in the Technical bid, and which I/ we shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the required specifications. Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-tuned implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place



Handwritten signatures and stamps on the right side of the page. At the top is a large signature. Below it is a stamp with the number '23076'. Underneath are two more signatures, one of which is partially enclosed in a circle. At the bottom is a large signature.

**ANNEXURE-8 UNDER TENDERTAKING ON AUTHENTICITY OF SUPPLY OF  
Two Wheeler With Retrofitment For Specially Abled Person  
(Motorised,BS IV Standard)  
AND ALLIED EQUIPMENTS**

{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Tendering Authority}

Ref. No. 01/2017-18 Date:- 29.01.2018

This has reference to the items being supplied/ quoted to you vide our bid ref. no. ....  
dated We hereby undertake that all the components/ parts/ assembly used in the equipment shall be  
genuine, original and new components /parts/ assembly/ software from respective OEMs of the products  
and that no refurbished/ duplicate/ second hand components/ parts/ assembly are being used or shall be  
used. In respect of licensed operating system, we undertake that the same shall be supplied along with  
the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized  
source for use in India.

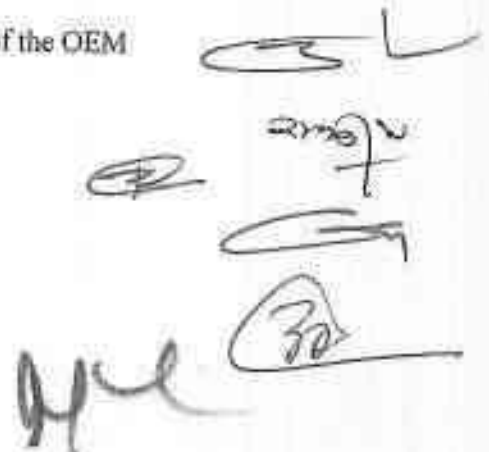
In case, we are found not complying with as per Annexure-2 of RFP than we agree to take back the  
already supplied at our cost and return any amount paid to us by you in this regard and that you will  
have the right to forfeit our EMD/ PSD for this bid or debar/ black list us or take suitable action against  
us.

Authorized Signatory.

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM

The block contains several handwritten signatures and stamps. At the top right, there is a signature that appears to be 'S. L.'. Below it, there is a circular stamp with some illegible text inside. Further down, there is another signature, possibly 'R. S.', and a circular stamp. At the bottom right, there is a large, stylized signature that looks like 'H. L.' and another circular stamp.

ANNEXURE-9: FINANCIAL BID UNDERTAKING

(bidders letterhead in technical bid)

Ref. No. 01/2017-18 Date:- 29.01.2018

To,

Director, Specially Abled Person, Rajasthan, Jaipur

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in Annexure-10.

I / We undertake, if our bid is accepted, to deliver the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) in accordance with the delivery schedule specified in the schedule of Requirements. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:



**ANNEXURE-10: PRICE BID (on e-Proc website):**

**Tender Inviting Authority:** Director, Specially Abled Person, Rajasthan, Jaipur

**Name of Work:** Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) Multiple Colours

**NIT No.:** 01/2017-18 **Date:-** 29.01.2018

**Bidder Name:**

**PRICE SCHEDULE**

S.No.	Item Description	( Rate Per Unit )
		Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) Multiple Colours (including all Taxes, Freight charges & T.R.C., Insurance Charges, Registration, Smart Card & any other Charge if any) In . Rs.
	2	3
	Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) in Multiple Colours as per annexure-2 of RFP.	

**Note:-** The Rates Shall be Filled up Separately in given format on e-procurement portal with Financial Bid.

  
 23/01/18  
  




**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

**ANNEXURE-11 : FORMAT OF PERFORMANCE BANK GUARANTEE**

{to be submitted by the bidder bank}

Ref. No. 01/2017-18 Date:- 29.01.2018

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

To,

Director, Specially Abled Person, Rajasthan, Jaipur

Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) In consideration of the Director, Specially Abled Person, Rajasthan, Jaipur (hereinafter called "PURCHASE ENTITY") having agreed to exempt M/S .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No .....dated .....made between the Director, Specially Abled Person, Rajasthan, Jaipur through.....(Supplier) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Supplier do hereby undertake to pay to the Director, Specially Abled Person, Rajasthan, Jaipur an amount not exceeding .....(Rupees .....only) on demand.

1. we.....(Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Director, Specially Abled Person, Rajasthan, Jaipur. Any such demand made on the bank by the Director, Specially Abled Person, Rajasthan, Jaipur shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Director, Specially Abled Person, Rajasthan, Jaipur and we.....(Indicate the name of Bank), bound ourselves with all directions given by Director, Specially Abled Person, Rajasthan, Jaipur regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(Rupees .....only).

We.....(indicate the name of Bank), undertake to pay to the Director, Specially Abled Person, Rajasthan, Jaipur any money so demanded not with state level any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of Director, Specially Abled Person, Rajasthan, Jaipur under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Director, Specially Abled Person, Rajasthan, Jaipur certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We.....(indicate the name of Bank) further agree with the Director, Specially Abled Person, Rajasthan, Jaipur that the Director, Specially Abled Person, Rajasthan, Jaipur shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, Specially Abled Person, Rajasthan, Jaipur against the said Contractor(s) and to for bearance or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Director, Specially Abled Person, Rajasthan, Jaipur or any indulgence by the Director, Specially Abled Person, Rajasthan, Jaipur to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us.....(indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We.....(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Director, Specially Abled Person, Rajasthan, Jaipur in writing.

**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Director, Specially Abled Person, Rajasthan, Jaipur. Not with state level anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees ..... only).

9. It shall not be necessary for the Director, Specially Abled Person, Rajasthan, Jaipur to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank not with state level any security which the Director, Specially Abled Person, Rajasthan, Jaipur may have obtained or obtain from the contractor.

10. We ..... (indicate the name of Bank) verify that we have a branch and payable at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. The validity of the bank Guarantee should be thirty days (30 Days) beyond from the date of actual date of completion. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the Memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature  
(Name & Designation)  
Bank's Seal

The block contains several handwritten signatures and initials. At the top right is a large, stylized signature. Below it is the name 'Rajasthan' written in Hindi script. To the left of 'Rajasthan' is another signature. Below 'Rajasthan' is a signature that appears to be 'Rajasthan' again. Below that is a signature that looks like 'Rajasthan'. At the bottom left of this group is the initials 'MC'.

ANNEXURE-12: COMPONENTS OFFERED

{to be filled by the bidder}

Ref. No. 01/2017-18 Date:- 29.01.2018

Please fill the following BOM for all the offered components.

S.NO.	Product Details (make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1			

\*\* Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2 titled "Technical Specifications")

*[Handwritten signatures and initials]*

*we*

**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

**ANNEXURE-13: MANUFACTURER'S AUTHORIZATION FORM MAF**

Ref. No. 01/2017-18 Date:- 29.01.2018

To,

Director, Specially Abled Person, Rajasthan, Jaipur

Sir,

1. We {name and address of the OEM} , to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following items item(s) manufactured by us:

Item No.	Equipments	Qty.	Unit	Period of Comprehensive OEM Warranty (in yrs.)	Period of end of sale (in months)	Period of end of service (in yrs.)	Period of Service support (in rs.)
(to be filled by OEM's for Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) as mentioned in Annexure-1 (Bill OfMaterial))							

2. We undertake to provide Comprehensive OEM Warranty for the offered Equipments for The period mentioned above.
3. We undertake that the item/ items (equipment) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
4. We undertake that the item/ items (equipment) being quoted is/ have not been and is/ are not likely to be declared end of service for period mentioned above from the date of bid submission.
5. We undertake that Items offered by the bidder for Service & support, updates And patches for the period mentioned above.

Yours faithfully,



For and on behalf of M/S (Name of the OEM)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: \_\_\_\_\_

Seal:





**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

**ANNEXURE-14: Delivery Challan**

Ref. No. 01/2017-18 Date- 29.01.2018

As a proof of Delivery, the Bidder shall collect signed Delivery Challan from the concerned District Officer of Social Justice Empowerment Department and submit the same as a proof of Final Delivery as per the below mentioned template:

Supplier : M/S	Delivery Note No.	Date:
Delivery Address at District:		
Work Order Reference No.		Dated:
Buyer: Director, Specially Abled Person, Rajasthan, Jaipur	Dispatch Document No.	Pre-Dispatch Inspection Report
Dispatched Through:		Dated:
Terms of Delivery:		
Description Of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard)	Quantity	Remarks (if any)

Note: List of serial number for Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) delivered should be attached along with the Delivery Challan.

Supplier's Authorized Representative

Name:  
Signature:  
Date:

Authorized Representative  
District Officer of Social Justice  
Empowerment Department.

Name:  
Signature:  
Date of Receipt:

ANNEXURE-15: DRAFT AGREEMENT FORMAT

{To be signed by selected bidder and tendering authority}

Ref. No. 01/2017-18 Date:- 29.01.2018

An agreement made this \_\_\_\_\_ (enter date of Agreement) between \_\_\_\_\_ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Director, Specially Abled Person, Rajasthan, Jaipur which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the Director, Specially Abled Person, Rajasthan, Jaipur to supply of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) to the, on behalf of Rajasthan Government (Director, Specially Abled Person, Rajasthan, Jaipur) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No. Dated appended

hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

1) And whereas the approved supplier has deposited a sum of Rs. .... in the form of: - Bank Guarantee No. .... dated, ..... valid upto ..... In consideration of the payment to be made by the Director, Specially Abled Person, Rajasthan, Jaipur through treasury at the level of Director, Specially Abled Person, Rajasthan, Jaipur at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. dated ...../2018 thereof in the manner set forth in the RFP, Tender Form, Instructions to Bidders, Terms of Reference, General and Specially Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures. The RFP, Tender Form, Scope of Work, General and Specially Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender notice, Ref. No. 01/2017-18 Date:- 29.01.2018 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.

2) Letter Nos. .... dated ..... received from {bidder} and letter Nos. .... Dated ..... issued by the Director, Specially Abled Person, Rajasthan, Jaipur and appended to this agreement shall also form part of this agreement.

3) The Director, Specially Abled Person, Rajasthan, Jaipur do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions at the level of DLO Social Justice and empowerment department office the bill amount against the supply of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) will payable by the Director, Specially Abled Person, Rajasthan, Jaipur.

4) The mode of payment will be as specified in this bidding document/ supply order.

The prescribed scope of work/ requirement of Warranty shall be effected and completed within the period as specified in the supply Order. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods which the bidder has failed to supply or complete the work.



DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER

No.	Condition	LD
1	Delay up to one fourth period of the prescribed delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	2.5%
2	Delay exceeding one fourth but not exceeding half of the prescribed delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	5.0%
3	Delay exceeding half but not exceeding three fourth of the prescribed delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	7.5%
4	Delay exceeding three fourth of the prescribed delivery of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).	10.0%

Note:

I. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.

II. The maximum amount of liquidated damages shall be 10% of the contract amount.

III. \*The percentage refers to the payment due for the quantity of Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard).

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.

Delivery period may be extended with or without liquidated damages if the delay in the Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard) in on account of hindrances beyond the control of the bidder. Warranty shall be provided by the bidder as per terms and conditions of the RFP and Contract.

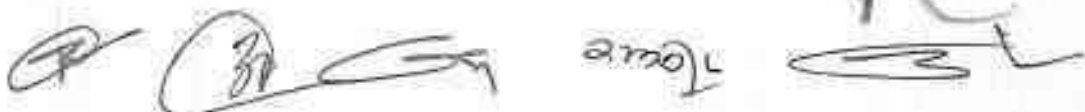
All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Director, Specially Abled Person, Rajasthan, Jaipur and the decision of the Director, Specially Abled Person, Rajasthan, Jaipur shall be final. In witness whereof the parties hereto have set their hands on the day of (Year).

Signature  
Successful bidder  
Designation:  
Date:

Signature  
Director, Specially Abled Person, Rajasthan, Jaipur  
Designation:  
Date:

Ref. No. 01/2017-18 Date:- 29.01.2018

Witness No.1	Witness No.1
Witness No.2	Witness No.2



DIRECTOR OF SECONDARY EDUCATION RAJASTHAN, BIKANER

ANNEXURE-16: Details / Undertaking for Service centre during Guarantee & Warrantee Period. in Rajasthan At Service Centre

To,

Director, Specially Abled Person, Rajasthan, Jaipur

In response to the Tender Ref. No. 01/2017-18 Date:- 29.01.2018 dated Director, Specially Abled Person, Rajasthan, Jaipur "RFP for Supply of Two Wheeler With Retrofitment For Specially Abled Person (Motorised, BS IV Standard). Director / Company Secretary of M/S .....  
 I/ We hereby declare that as the Warranty as mentioned in the scope of work shall be carried out At Service Centre (at District Headquarter level), I/ We shall provide service centre in all 33 Districts. The Bidder shall specify name of the Service center, Contact Address, Telephone and Mobile Number, email Address as per the table provided below:

S.NO.	District	Contact details of the Service Centre.
1.	Ajmer (I & II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Bhilwara (I&II)	1. Name 2. Contact Address: 3. Telephone No and Mobile No. : 4. email Address:
	Nagaur (I&II)	1. Name: 2- Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Tonk	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
2.	Bharatpur (I & II)	1. Name. 2. Contact Address: D. Telephone No and Mobile No.: 4. email Address:
	Dholpur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Karauli	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	sawai madhopur	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
3.	Bikaner	1. Name: 2. Contact Address: 3. Telephone No and Mobile No. : 4. email Address:
	Sri Ganganagar	1- Name 2. Contact Address: 3. Telephone No and Mobile No.:





**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

		4. email Address:
	Hanumangarh	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Alwar (I & II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Dausa	1. Name. 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Jaipur (I & II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
4	Barmer	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Jaisalmer	1. Name. 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Jodhpur (I & II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
5	Bansli	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Bundi	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Jhalawar	1. Name. 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Kota	1. Name 2. Contact Address: D. Telephone No and Mobile No.:

*ME*

*[Handwritten signatures and marks]*

# DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

		4. email Address:
4.	Banswara	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Chittorgarh	1. Name 2. Contact Address:




Ref:Shivr se lac unt/D-2/28013/2017-2018 Date ...

		3. Telephone No and Mobile No.: 4. email Address:
5.	Dungarpur	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	RajSamand	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Pratapgarh	1. Name 2. Contact Address: D. Telephone No and Mobile No.: 4. email Address:
	Udalpur	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	churu	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
6.	sikar (I & II)	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Jhunjhunu	1. Name. 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
	Pali	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
7.	Sirohi	1. Name 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:



DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR

jalore	<ol style="list-style-type: none"><li>1. Name</li><li>2. Contact Address:</li><li>3. Telephone No and Mobile No.:</li><li>4. email Address:</li></ol>
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  27/10/21   
ME

**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

**ANNEXURE-17: FORMAT OF BANK GUARANTEE FOR  
EARNEST MONEY DEPOSIT (EMD)**

(To be stamped in accordance with Stamp Act and to be issued by a Nationalized/ Scheduled bank having its branch and payable at Jaipur.

To,

Director, Specially Abled Person, Rajasthan, Jaipur.

Sir,

In accordance with your Notice Inviting Tender for <please specify the project title> vide RFP reference No. <Please specify> M/S. \_\_\_\_\_ (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document. It is a condition in the tender documents that the Bidder has to deposit Earnest Money amounting to <Rs. \_\_\_\_\_ (Rupees..... <in words>)> in respect to the tender, with Director, Specially Abled Person, Rajasthan, Jaipur (hereinafter referred to as "Director, Specially Abled Person, Rajasthan, Jaipur

1. by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Bikaner/ Jaipur irrevocable and operative till the bid validity 120 days from the last date of bid submission It may be extended if required in concurrence with the bid validity. And whereas the Bidder desires to furnish a Bank Guarantee for \_\_\_\_\_ a sum of <Rs.(Rupees <in words>)> to the Director, Specially Abled Person, Rajasthan, Jaipur as earnest money deposit.
2. Now, therefore, we the \_\_\_\_\_ (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Director, Specially Abled Person, Rajasthan, Jaipur of the said guaranteed amount without any delay.
3. we, the aforesaid bank, further agree that the Director, Specially Abled Person, Rajasthan, Jaipur shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Director, Specially Abled Person, Rajasthan, Jaipur on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said Tender Document and the decision of the Director, Specially Abled Person, Rajasthan, Jaipur that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Director, Specially Abled Person, Rajasthan, Jaipur shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Director, Specially Abled Person, Rajasthan, Jaipur and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Director, Specially Abled Person, Rajasthan, Jaipur may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by Specially courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the Director, Specially Abled Person, Rajasthan, Jaipur to recover the said amount of <Rs.(Rupees words)> from us in manner aforesaid will not be precluded/ affected,



**DIRECTORATE SPECIALLY ABLED PERSON RAJASTHAN, JAIPUR**

even if, disputes have been raised by the said M/S..... (Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. .... (Rupees <in words>) and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:



21/01/18

