

कार्यालय सहायक निदेशक, सामाजिक न्याय एवं अधिकारिता विभाग, जालोर

(सामतीपुरा रोड नर्मदा कॉलोनी जालोर)

ई-मेल-dlo.jlr@rajasthan.gov.in

क्रमांक-सान्याअवि/निविदा/2022/2108

दिनांक: 22.12.2022

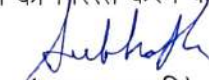
निविदा आमंत्रण सूचना 05/2022-2023

विधायक स्थानीय निधि से स्वीकृत दिव्यांग व्यक्तियों के लिए Rate contract of Two Wheeler BS VI Scooty With Retrofitment for Specially Abled Person स्कूटी क्रय करने हेतु वर्ष 2022-23 हेतु इस कार्यालय के द्वारा दर निविदा आमंत्रित की जाती है। जिसमें पंजीकृत निविदादाताओं द्वारा मोहरबंद खुली बोली (निविदा) निम्न प्रकार से आमंत्रित की जाती है -
निम्नलिखित सामग्री क्रय हेतु वित्तीय वर्ष 2022-2023 में खुली निविदा आमंत्रित की जाती है-

क.स.	सामग्री का नाम	अनुमानित राशि (लाख रु में)	निविदा शुल्क रूपये	बोली प्रतिभूति राशि रूपये	निविदा प्रपत्र प्रस्तुत करने की दिनांक एवं समय	तकनीकी निविदा प्रपत्र खोलने की तिथि एवं समय
1	2	3	4	5	6	7
1	Supply of Two Wheeler BS VI Scooty With Retro fitment For Specially Abled Perso in Multiple Colours as per annexure-2 of BID.	8.00 लाख	500 नकद/ DD	16000/- DD	दिनांक 02.01.2023 को 12:00 PM तक	दिनांक 02.01.2023 को 02:00 PM पर

निविदा की विस्तृत सूचना एवं शर्तें कार्यालय के नोटिस बोर्ड, विभागीय वेबसाईट www.sje.rajasthan.gov.in, and http.sppp.rajasthan.gov पर उपलब्ध है। अथवा नकद/डीडी राशि 500/- रु का भुगतान कर कार्यालय सहायक निदेशक, सामाजिक न्याय एवं अधिकारिता विभाग, जालोर से कार्यालय समय पर प्राप्त किये जा सकते हैं। तथापि निविदा के संबंध में संपोषन वांछित होने पर उक्त वेबसाईट पर ही प्रकाशित किया जायेगा। निम्न हस्ताक्षरकर्ता को बिना कारण बताये किसी भी बोली अथवा भाग को निरस्त करने का अधिकार होगा।
UBN No.

NIB CODE : SOC2223A0165



(सुभाष चन्द्र मणि)

सहायक निदेशक

सामाजिक न्याय एवं अधिकारिता विभाग
जालोर

क्रमांक-सान्याअवि/निविदा/2022/2109-2117 दिनांक :- 22.12.2022

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. श्रीमान् निदेशक महोदय (विशेष योग्यजन), सामाजिक न्याय एवं अधिकारिता विभाग, राजस्थान-जयपुर।
2. श्रीमान् जिला कलक्टर, जालोर।
3. श्रीमान् मुख्य कार्यकारी अधिकारी जिला परिषद्, जालोर।
4. श्रीमान् अति.निदेशक (आई.टी.), सामाजिक न्याय एवं अधिकारिता विभाग, राज.जयपुर को विभागीय वेबसाईट पर अपलोड करने हेतु।
5. श्रीमान् प्रादेशिक परिवहन अधिकारी, जिला जालोर को प्रति भेजकर निवेदन है कि आपके अधीनस्थ पद रथपित विज्ञ उप निरीक्षक/निरीक्षक को तकनीकी ई-बिड खोले जाने की नियत दिनांक 02.01.2023 को समय दोपहर 2.00 बजे जिला कार्यालय में उपस्थित होने हेतु पाबन्द कर भिजवाये।
6. श्रीमान् प्रकाशक महोदय राजस्थान पत्रिका जालोर को प्रेषित कर निवेदन है कि जालोर संस्करण में न्यूनतम जगह में डी.पी.आर. दरों पर न्यूनतम जगह में प्रकाशित करवाने का श्रम करावे।
7. नोटिस बोर्ड कार्यालय जिला कलक्टर / जिला परिषद्।
8. कैशियर, भण्डारपाल, कार्यालय हाजा।
9. नोटिस बोर्ड, कार्यालय हाजा।



(सुभाष चन्द्र मणि)

सहायक निदेशक

सामाजिक न्याय एवं अधिकारिता विभाग
जालोर

Tender 05/2022-2023
Bid Document for Rate contract of Two
Wheeler BS VI Scooty With Retrofitment
for Specially Abled Person

ASSISTANT DIRECTOR
SOCIAL JUSTICE AND
EMPOWERMENT DEPARTMENT
JALORE

Office Address :- (नर्मदा कॉलोनी, सामती पुरा रोड जालोर।

Email: dlo.jlr@rajasthan.gov.in,

2

Bid Document for Rate Contract of Two Wheeler BS VI Scooty With Retrofitment For Specially Abled Person

(Scootywith side wheels attachment, Extra two wheels)

Reference No NIT No.

Date:-

Mode of Bid Submission	Two Envelope Open Rate Contract of Tendering system at OFFICE OF ASSISTANT DIRECTOR, SOCIAL JUSTICE & EMPOERMENT DEPT. JALORE
Tendering Authority/ Procuring entity:	ASSISTANT DIRECTOR, SOCIAL JUSTICE & EMPOERMENT DEPT. JALORE
Last Date & Time of Submission of Bid	Date:- 02-01-2023 Time:- 12:00 PM
Date & Time of Opening of Technical Bid	Date:- 02-01-2023 Time:- 02:00 PM

Cost of Tender Document: Rs. 500 (Rupees Five Hundred Only) through DD/Case

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



ASSISTANT DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT JALORE

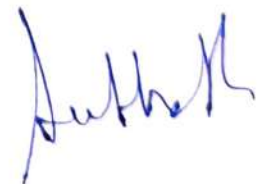
ABBREVIATIONS & DEFINITIONS

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 BS VI Schooty with retrofitment for Specially Able Person
PC	Purchasing committee/Procurement Committee
CMC	Contract Monitoring Committee
Contract	"The Contract" means a legally enforceable agreement entered into between ASSISTANT Director Social Justice & Empowerment Department JALORE and the selected bidder with mutual obligations
Supply Period	Supply period after receiving order is 10Days.
Contract Period	The Contract Period shall be one year from the date of LOA
DAY	"Day " means a calendar day as per GOR/GOI.
Office	ASSISTANT Director Social Justice & Empowerment Department JALORE
DLO	District officer of social justice and empowerment department
EMD	Earnest Money Deposit () payable at JALORE.
FOR	Free on cost of rent.
GOI/GOR	Govt. of India/ Govt. of Rajasthan
Supply of Two Wheeler with retrofitment	"Supply of Two Wheeler BS VI Schooty with retrofitment for Specially able person " 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 BS VI Scooty with retro fitmentfor)
Representative	Authorize representative of OEM for submission of OEM Bid.
PAN	Permanent Account Number
PQ	Pre-Qualification
Supply Site	"The supply Site", where BS VI er applicable, means the designated places.
PSD	Performance Security Deposit

ASSISTANT DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JALORE

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. ASSISTANT Director Social Justice And Empowerment Department, JALORE in this BIDS document.
BIDS	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.
BOM	Bill of material
RTO	REGIONAL TRANSPORT OFFICE



Reference No:

Date:-

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

ASSISTANT Director Social Justice and Empowerment Department, JALORE invites bid (Bid) proposals from OEM (Two Wheeler Firms), who meet the minimum eligibility criteria as specified in this bidding document for "Supply/Rate contract of Two Wheeler BS VI Schooty (Scooty with side wheels attachment, Extra two wheels)/Retrofitment for Specially Able Person under Social Justice and Empowerment Department, JALORE as detailed in this BIDS document.

1. The complete bidding document has been published on the website <https://sppp.rajasthan.gov.in> , for the purpose of downloading. you may also seen the bidding document on the website State Public Procurement Portal/ www.dsap.rajasthan.gov.in/www.sje.rajasthan.gov.in
2. Bidders who wish to participate in this bidding process must register such a Firm / Company/ Agency of two wheeler Firm/ company.
3. A single Bid Open Competitive Two covers (bidding) selection procedure shall be adopted.
4. Bidder (authorized signatory) shall submit their offer formats both for Technical and financial proposal. How ever, DD/cash for Tender Fees, payable in favour of ASSISTANT Director Social Justice and Empowerment Department, JALORE payable at-JALORE and Should be submitted physically at the office of Tendering authority as prescribed in BIDS and copy of same should also be atatched along with the technical bid.
5. Social Justice and Empowerment Department, JALORE will not be responsible for delay in submission due to any reason. For this, bidders are requested to submit the complete bid well advance in time so as to avoid any unforeseen problems.
6. No contractual obligation whatsoever shall arise from the BIDS/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
7. The Tender Item (In Quantities) Or Estimated Cost may Increase or Decrease As per Requirement of Procuring Entity .



NIT No.

Date:-

NOTICE INVITING OPEN RATE CONTRACT TENDER

ASSISTANT Director Social Justice and Empowerment Department, JALORE invites Bid A single stage two cover unconditional competitive Bids only from the eligible bidder (OEM) for the supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person Under Director, Specially Abled Person, Rajasthan, Jaipur. , the schedule of dates is as follows:

Nature of the Project	Rate contract for supply of TwoWheeler BS VI Schooty With side wheel attachment/Retro fitment(Extra two wheels) For Specially Abled Person (अटैचमेन्ट पीछे वाले पहिये के दोनों तरफ एक-एक अतिरिक्त पहिया हो तथेपेजंदज जिन पर मडगार्ड लगे हो वाहन की सीट के पास वैशेपेजंदजखी रखने की जगह उपलब्ध हो।)
Cost of Tender Document (non refundable)	Rs. 500 (Rupees Five Hundred Only) through DD /cash
Estimated Project Cost	Approx. 8.00 Lakhs/- (Rupees Eigjht lakhs only) These Estimated cost may increase or decrease as per requirement
Estimated No. of Supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person	Decided By Procuring Entity Committee After Financial bid Opened As per L-1
Earnest Money Deposit (EMD)	02% of Estmated project cost through DD of Rs 1,600
Period of Rate contract	One year (from the LOA)
Publishing Date	Date:-22-12-2022
Document Download Start Date	Date:-22-12-2022
Document Download End Date	Date:- 02-01-2023 Time:-10:00 AM
Bid Submission Start Date	Date:-22-12-2022
Bid submission End Date/ Time	Date:- 02-01-2023 Time:- 12:00 PM
Technical Bid Opening Date/Time	Date:- 02-01-2023 Time:- 02:00 PM
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	https://sppp.rajasthan.gov.in
Bid Validity	90 Days from the last date of bid submission
Warranty Period.	24 months/Specified KM whichever earlier from the actual date of delivery.
Supply period.	Supply period is 30 Days from the date of Order.
* In case, any of the bidders fails to physically submit the DD(Cost of Tender Document) and EMD DD of 02% on project cost up to 12:00 PM on Date 30-12-2022 to Social Justice and Empowerment Department, JALORE whose Bid shall not be accepted.	



ASSISTANT DIRECTOR
SOCIAL JUSTICE & EMPOWERMENT
DEPARTMENT JALORE

SECTION 2: 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 Or a firm .</p> <p>2. कम्पनी निविदा हेतु अपने किसी एक डीलर को अधिकृत कर सकती है लेकिन अधिकार पत्र के द्वारा यह उल्लेखित करना आवश्यक होगा कि जालोर में कम्पनी के समस्त डीलर/सर्विस सेन्टर उक्त निविदा के तहत विशेष योग्यजनों को आवन्तित की गयी स्कूटी को प्राथमिकता के आधेपेजंदजर पर समस्त सेवाएं प्रदान करेंगे। साथ ही कम्पनी इस निविदा की समस्त शर्तों के लिये उत्तरदायी होगी। यह अधिकार पत्र कम्पनी के अधिकृत हस्ताक्षरकत्पेजंदर्ज द्वारा दिया जायेगा। जो तकनीकी निविदा के साथ अपलोड करना आवश्यक होगा। इसके बिना अधिकृत डीलर द्वारा प्रस्तुत की गयी निविदा मान्य नहीं होगी।</p>	<p>1. Copy of Certificate(s) of incorporation OR</p> <p>2. Firm Registration Certificate</p> <p>अधिकार पत्र</p>
2.	Turnover	Annual Turnover from IT / ITeS of the bidder per year (as per the last audited balance sheet) should be at least Rs. 15 Lakh (fifteen lakh 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.	Tax registration	<p>The Bidder should have a registered number of -</p> <p>(i) G.S.T. where his business is located - Copies of relevant registration certificates</p> <p>(ii) Income Tax / PAN / TIN number.</p>	From the Competent Registration Authority of G.S.T./Income-Tax.
4.	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 5 (On Rs. 100/- Non-judicial stamp paper)}
5.	Service Centre during Warranty period without any additional cost. (At Service Centre)	The service support centers must be in JALORE district. The require detail of service centre should be provided in annexure 12 of BIDS.	Details / Undertaking for Service Centers in JALORE as per annexure 12
7.	Cost of Tender Document (non refundable)	Rs. 500 (Rupees Five Hundred Only) through DD /cash	DD/ cash details
8.	Earnest Money Deposit (EMD)	02% of Estimated project cost through DD of Rs 16000	DD Details

SECTION 3: SCOPE OF WORK

1. The selected bidder is expected to carry out all activities covering Supply Delivery Testing, Quality and Inspection in co-ordination with ASSISTANT Director, Social Justice & Empowerment Dept. JALORE
Detailed scope of work for the project is as given below:

(A) Supply and Delivery of Two Wheeler BS VI Scooty With Retrofitment For Specially Abled Person with all other accessories :

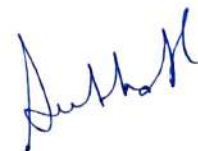
The selected bidder shall:

- I. Supply as per supply order given by DLO at time to time all the required quantities of Supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person 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 JALORE District headquarters in the State of Rajasthan at the location and in Quantities as specified by ASSISTANT Director, Social Justice & Empowerment Dept. JALORE.
- II. Conduct 100% Quality inspection and testing and ensure that each and every Supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person 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 Scooty With Retrofitment For Specially Abled Person accessories before declaring the Supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person 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 Centres available at JALORE Districts for the period mentioned in Annexure-I (Bill of Material) for the Supply of Two Wheeler With Retro fitment for Specially Abled Person . The warranty shall Start from the actual Date of delivery of the Supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person (At Service Centre) without any additional cost.
- II. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the Supplied Two Wheeler Scooty With Retrofitment For Specially Abled Person at the service support centres during the warranty period
- III. Provide Warranty on supplied Two Wheeler Scooty With Retrofitment For Specially Abled Person 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 Supply ordered of Two Wheeler Scooty With Retrofitment For Specially Abled Person are supplied and delivered to the desired location(s) within 30 Days from the date of issuing supply order.



SECTION -4: 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 BIDS. 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 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
- 2) Amendment of Bidding Document-
 - A. Any amendment 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.
 - B. To give prospective Bidders reasonable time in which to take an amendment 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.

3) Documents comprising the Bid.

(A) A Single bid open competitive Two cover system (Bid) shall be followed for the bid:

- (i) Technical bid
- (ii) Financial bid

(B) Technical bid shall include the following documents:

S. No.	Documents Technical Bid	Document Format
1.	Covering Letter— Technical Bid	On bidder letter head duly signed by authorized signatory
Fee Details		
2.	Tender Fee	Cash/DD in the Favour of to ASSISTANT DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JALORE. Payble At JALORE and submit with Respective office within time limit
3.		
Note:-In Case Any of the Bidders fails to Physically Submit the DD and earnest money DD to Social Justice and Empowerment Dept JALORE Whose Bid shall not be accepted.		
4.	EMD	Earnest money DD of 02% on Project Cost (Rs. 16,000) and Bidder in bound to submit copy of DD and also submit hard copy to ASSISTANT DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JALORE.
Pre-qualification Documents		
5.	Tender Form	as per Annexure-3
6.	Bidder Authorization Certificate	as per Annexure-4
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-6
9.	Undertaking of Authenticity of Rate contractfor supply of Two Wheeler With Retro fitment For Specially Abled Person and AlliedEquipments	On non judicial stamp paper of Rs. 100 as per Annexure-7
10.	Financial Bid Undertaking	As per Annexure-8
11.	Components Offered	As per Annexure-10
12.	Compliance Sheet for the supplied items	Compliance sheet as per BIDS Annexure 2 from OEM on their letterheads
Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted as per the BOQ template/format		

(C) Financial bid shall include the following documents:

S. No.	Documents Type	Document Format
1.	Price Bid	As per Annexure-9

(D) 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.

(E) ASSISTANT Director, Social Justice & Empowerment Dept. JALOREis 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 submitted in office within prescribed time limit.

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:**

- The price/ financial bid must be specified in the BOQ file available at BID and without changing its form and type.
- Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per goods & Service tax act/rules(vehicle and Retro fitment on road price FOR destinations).
- All the prices should be quoted only in Indian Rupees (INR) Currency.
- Prices/ Rates shall be written both in figures and words, as applicable.
- 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 Retro fitment for Specially Abled Person are to be delivered, and should include all the taxes. ASSISTANT Director, Social Justice & Empowerment Dept. JALORE will not pay any cartage or transportation charges.
- Prices quoted in the bid must be firm and final and shall not be subject to any modifications.
- 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 90 days, as specified in BIDS, 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). Earnest money DD of 02% on project cost Bidder is bound to submit hard copy to ASSISTANT DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JALORE.

9. Deadline for the submission of Bids:

- a. Bids must be submitted by the bidders at Office as indicated in the BIDS 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 and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by with ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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 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 BS VI Schooty with retrofitment For Specially Abled Person 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/Annexure etc., wherever applicable, shall be typed and shall be seal & 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-4.
- B. The bid, duly seal & signed by Authorized signatory, should be submitted in respective file/ format.
- C. Bidders must submit their bids documents. Bids received by other means shall not be accepted.
- D. If bids are not submitted as per the details mentioned in this bidding document, 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 Bids.
- 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.
- D. All the documents comprising of technical bid/ cover shall be opened & downloaded from the website (only for the bidder who have submitted the prescribed fee(s) to with ASSISTANT Director, Social Justice & Empowerment Dept. JALORE
- 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, 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 L 1).

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 BIDS
- D. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, Reservation, or omission, where: -
 - I. "Deviation" is a departure from the requirements specified in the bidding document;
 - II. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - III. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- E. 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 Scooty With Retrofitment For Specially Abled Person 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 Scooty With Retrofitment For Specially Abled Person and Supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person 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 BIDS, 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..
- B. The process of opening of financial bids/ covers shall be similar to that of technical bids.
- C. 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.
- D. 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 BIDS.
- 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 BIDS.

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 BIDS price and the total price that is obtained by multiplying the BIDS price and quantity, the BIDS 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 BIDS price, in which case the total price as quoted shall govern and the BIDS 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.

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. A bid valid for a shorter period shall be rejected.
- II. Has submitted bid without submitting the prescribed Tender Fee, Processing Fee, EMD DD 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 DD.
- 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 3% of the contract amount(TOTAL OF 5% OF CONTRACTED 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, sppp.rajasthan.gov.in and sje.rajasthan.gov.in general information to all.

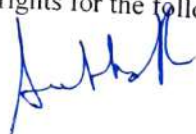
22. Confidentiality:

- 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

23. Conflict of Interest:

- A. ASSISTANT Director, Social Justice & Empowerment Deptt. JALORE 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 ASSISTANT Director, Social Justice & Empowerment Deptt. JALORE Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, ASSISTANT Director, Social Justice & Empowerment Deptt. JALORE 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/BIDS for the procurement of the Supply of Two Wheeler With Retrofitted For Special Abled Person 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 Scooty With Retrofitment For Specially Abled Person and Related Services originally specified in the bidding document may be increased or decreased but without any change in the BIDS 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. The contract period may also be increased as per RTPP act 2012 and rules 2013 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 Seven (07) days of receipt of the Letter of acceptance the successful bidder shall attend the office of tendering authority for sign the contract agreement.
28. **Performance Security Deposit (PSD):**
- A. Within Seven (07) days of the issue of Letter of Acceptance the successful Bidder shall furnish the DD 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, ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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 ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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.

SECTION 5: 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 BS VI Schooty with retrofitment for Specially Abled Person 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 BIDS also splitting in the same ratio.
- F) "Completion" means the fulfilment 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 Retro fitment for Specially Abled Person " 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 Retro fitment for Specially Abled Person and related services, as specified in the bidding document.
- I) "Related Services" means the services incidental to the supply of Two Wheeler With Retro fitment For Specially Abled Person , 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.

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.

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- A. At the time the Contract is awarded, the quantity of Supply of Two Wheeler Scooty With Retrofitment For Specially Abled Person and Related Services originally specified in the bidding document may be increased or decreased but without any change in the BIDS prices or other terms and conditions of the bid and the bidding document.
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- A. The contract period may also be increased as per RTPP act 2012 and rules 2013 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.

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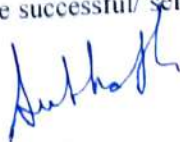
- A. Extend the closing date for submission of the bid proposals.
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- F) "Completion" means the fulfilment of the related services by the successful" selected bidder in accordance with the terms and conditions set forth in the Contract.
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- H) "Purchaser" means the entity purchasing the Supply of Two Wheeler with Retro fitment for Specially Abled Person and related services, as specified in the bidding document.
- I) "Related Services" means the services incidental to the supply of Two Wheeler With Retro fitment For Specially Abled Person , 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 Retro fitment for Specially Aabled Person designated Place of District office of social justice and empowerment department.
- K) Appeal Authority:- The First Appeal Authority is Director, social justice and empowerment department and Second Appeal Authority is Principal Secretary, social justice and empowerment department Government of Rajasthan, Jaipur Under Rajasthan Transparency in Public Procurement Act- 2012

1. General Conditions of the Bid-

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 prBS VI alent 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.

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.

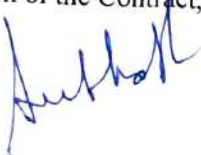
3. **Interpretation.**

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. 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.
- 6- **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 BIDS.

7. Scope of Supply:

- A. Subject to the provisions in the bidding document and contract, the Supply of Two Wheeler with Retro fitment for Specially Abled Person to be supplied (10 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 Retro fitment For Specially Abled Person and related services as if such items were expressly mentioned in the Contract in the BIDS.
- 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.

8. Delivery.

Subject to the conditions of the contract, the delivery of the Supply of Two Wheeler with Retro fitment for Specially Abled Person 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 BIDS.

- 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 Retro fitment for Specially Abled Person as per specifications within the specified delivery/ completion period at various offices/ locations mentioned in the BIDS.
- C. Shifting the place of delivery destination: DLO ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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.
09. **Selected bidder Responsibilities:** The Selected bidder shall Supply of Two Wheeler with Retro fitment for Specially Abled Person and related services included in the scope of supply in accordance with the provisions Of bidding document and/ or contract.

10- 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 Retro fitmentForSpecially Abled Person delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Selected bidder in its price-bid.

11-Recoveries from Selected bidder:

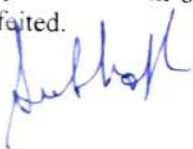
- Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with ASSISTANT Director, Social Justice & Empowerment Dept. JALORE.
- 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.

12-Taxes & Duties:

- 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.
- ForSupply of Two Wheeler With Retro fitmentforSpecially Abled Person supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such IBS VI ies imposed outside the country.
- ForSupply of Two Wheeler With Retro fitmentforSpecially Abled Person 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 Retro fitmentForSpecially Abled Person to the Purchaser.
- Revision of any other tax or duty shall be on account of the bidder.
- 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.

13-Performance Security Deposit (PSD):

- The successful/ selected bidder shall, within even (07) 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.
- 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.
- Form of PSD: Successful bidder will have to deposit PSD in the form of DD (Unconditional & Irrevocable) in favour of ASSISTANT Director, Social Justice & Empowerment Dept. JALORE Payable at " JALORE".
- 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 Retro fitmentforSpecially Abled Person .
- Forfeiture of PSD: PSD shall be forfeited in the following cases:
 - When any terms and condition of the contract is breached.
 - 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.
 - To adjust any dues against the firm from any other contract with ASSISTANT Director, Social Justice & Empowerment Dept. JALORE.
- No interest will be paid by ASSISTANT Director, Social Justice & Empowerment Dept. JALOREon the amount of EMD and PSD.
- Proper notice will be given to the selected bidder with reasonable time before EMD/ PSD is forfeited.



H. Forfeiture of EMD/PSD shall be without prejudice to any other right of ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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.

14-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 Retro fitment for Specially Abled Person the Patent in such Supply of Two Wheeler With Retro fitment For Supply of Two Wheeler With Retro fitment For Specially Abled Person shall remain vested in such third party.

15-Confidential Information:

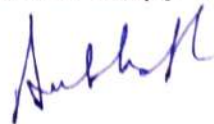
- A. The Purchaser and the Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, directly to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, 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 ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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 undertaking of confidentiality given by Either of the parties hereto prior to the date of the Contract in respect of the supply or any part Thereof.
- E. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16-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.

17-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 ISO/ 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 Retro fitment for Specially Abled Person and related services comply with the technical specifications and other provisions of the Contract.



- 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 Retro fitmentforSpecially Abled Person 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 Retro fitmentforSpecially Abled Person .
- 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.

18-Transportation:

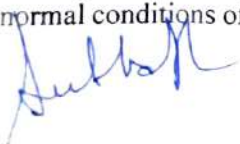
- A. The Selected bidder shall provide such transportation of the Supply of Two Wheeler with Retro fitmentForSpecially Abled Person as is required to prevent their damage or deterioration during transit to their final destination, as mentioned in supply order. During transit, the transportation shall 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 Retro fitmentForSpecially Abled Person 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 Retro fitmentForSpecially Abled Person 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 Retro fitmentForSpecially Abled Person shall be packed in cartons as per requirements of distribution to individual by ASSISTANT Director, Social Justice & Empowerment Dept. JALORE.

19. Insurance:

- A. The Supply of Two Wheeler With Retro fitmentForSpecially Abled Person (Motorized, BS VI 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 Retro fitmentForSpecially Abled Person (Motorized, BS VI Standard) will be delivered at the FOR destination (IN ASSISTANT Director, Social Justice & Empowerment Dept. JALORE Office) in perfect condition.

20. 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 anyshortage 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 Retro fitmentForSpecially Abled Person must be sent freight paid through Railways or By Road.

21-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 Retro fitmentForSpecially Abled Person / equipment/ machineries during manufacturing process or afterwards as may be decided.

22. Inspection/Testing charges:

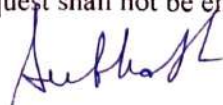
- A. Inspection / Testing charges for engaging Third Party Agency (TPA)/Technical Member of DPC shall be borne by ASSISTANT Director, Social Justice & Empowerment Dept. JALORE.

23.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.

24. 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 Retro fitmentForSpecially Abled Person 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 Retro fitmentForSpecially Abled Person 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 Retro fitmentForSpecially Abled Person or service is on account of hindrances beyond the control ofthe , 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 Retro fitmentForSpecially Abled Person or service within the stipulated delivery period or is unable to maintain prorata progress in the supply of Supply of Two Wheeler With Retro fitmentForSpecially Abled Person or service delivery. This request shall be submitted as soon as a hindrance in delivery of Supply of Two Wheeler With Retro fitment For Specially Abled Person and service occurs or within 30 days from such occurrence but before expiry of stipulated period of completion of delivery of Supply of Two Wheeler With Retro fitment For Specially Abled Person 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 Retro fitment For Specially Abled Person 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 Retro fitment For Specially Abled Person and service in following circumstances may be considered without liquidated damages:
- ❖ When delay has occurred due to delay by ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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 ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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 Retro fitment for Specially Abled Person and service.
 - ❖ It shall be at the discretion of the concerned authority to accept or not to accept the Supply of Two Wheeler with Retro fitment for Specially Abled Person 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 Retro fitment For Specially Abled Person and/ or service.
 - ❖ If ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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 Retro fitment For Specially Abled Person and/ or service which the selected bidder has failed to supply or complete : -

No.	Condition	LD
I.	Delay up to one fourth period of the prescribed delivery period of Supply of Two Wheeler With Retro fitment For Specially Abled Person .	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of Supply of Two Wheeler With Retro fitment For Specially Abled Person .	5.0 %

III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of supply of Supply of Two Wheeler With Retro fitmentForSpecially Abled Person .	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of Supply of Two Wheeler With Retro fitmentForSpecially Abled Person	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

25. Authenticity of Equipments.

- A. The selected bidder shall certify (as per Annexure-7) that the supplied Supply of Two Wheeler With Retro fitmentForSpecially Abled Person 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 Retro fitment For Specially Abled Person 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 thesaid Supply of Two Wheeler With Retro fitment For Specially Abled Person , the purchaser will be entitled to reject the said Supply of Two Wheeler With Retro fitment For Specially Abled Person 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 Retro fitment For Specially Abled Person will be at the selected bidder risk and all the provisions relating to rejection of Supply of Two Wheeler With Retro fitment For Specially Abled Person etc., shall apply. The selected bidder shall, if so called upon to do, replace the Supply of Two Wheeler With Retro fitmentForSpecially Abled Person 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 light of the Purchase Officer in that behalfunder this contract or otherwise.
- C. Supply of Two Wheeler With Retro fitment For Specially Abled Person 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.

26. 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 Retro fitmentForSpecially Abled Person 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 Retro fitment for Specially Abled Person. Such indemnity shall not cover any use of the Supply of Two Wheeler With Retro fitment for Specially Abled Person 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 Retro fitment for Specially Abled Person 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 all reasonable expenses incurred in so doing.
- E. The Purchaser shall indemnify and hold harmless 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.
- 27. Limitation of Liability:** Except in cases of gross negligence or wilful misconduct:-
- A. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the 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.

28. 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 IBS VI el 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.

29. Force Majeure:

- A. The selected bidder shall not be liable for forfeiture of its PSD, LD, 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 BS VI ent 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 Social Justice and Empowerment Department, JALORE and concerning DLO in writing of such conditions and cause thereof within 15 days of occurrence of such BS VI ent. Unless otherwise directed by Social Justice and Empowerment Department, JALORE/ DLO 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.

30. 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 Retro fitment For Specially Abled Person 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.

31. Termination:

A. Termination for Default:

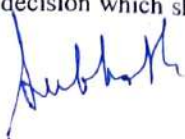
- I. The tender sanctioning authority i.e ASSISTANT Director, Social Justice & Empowerment Dept. JALORE may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the selected bidder(s), terminate the contract in whole or in part:
 - ❖ 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 ASSISTANT Director, Social Justice & Empowerment Dept. JALORE or DLO
 - ❖ 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 ASSISTANT Director, Social Justice & Empowerment Dept. JALORE terminate 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: ASSISTANT Director, Social Justice & Empowerment Dept. JALORE 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 BS VI ent, 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 ASSISTANT Director, Social Justice & Empowerment Dept. JALORE.
- C. Termination for Convenience:
 - I. Social Justice and Empowerment Department, JALORE 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 Retro fitment For Specially Abled Person 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 Retro fitment For Specially Abled Person , 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 Retro fitment For Specially Abled Person and Related Services and for materials and parts prBS VI iously procured by the selected bidder.

32. Settlement of Disputes

- A. General: If any dispute arises between the, selected bidder and ASSISTANT Director, Social Justice & Empowerment Dept. JALORE during the execution of a contract that should be amicably settled by mutual discussions. HowBS VI er, 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.
- B. District IBS VI el Committee (Procurement 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 IBS VI el govt. Committee: The, selected bidder shall present his representation to ASSISTANT Director, Social Justice & Empowerment Dept. JALORE. It decision which shall be final and binding both on the bidder and ASSISTANT Director, Social



Justice & Empowerment Dept. JALORE. 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 JALORE. Where agreement has been executed and by no other court, after decision of the DPCfor settlement of disputes.

33. Payment Terms and Schedule:

- A. Payment schedule-- The payment Will be made by the DLO ASSISTANT Director, Social Justice & Empowerment Dept. JALORE. (After getting payment from Zill Parishad)and after the complete Supply of Two Wheeler With Retro fitmentforSpecially Abled Person as per terms and conditions of BIDS.
- 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 Retro fitmentForSpecially Abled Person delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated In the Contract.
- C. Due Payments shall be made promptly by the purchaser 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 prBS VI alent rules and regulations.

34. Price Fall Clause:

- A. The price under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the rBS VI ised price. Similarly, if a parallel rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.



SECTION -7 : PROCEDURE OF APPEAL

1) Filing an appeal-

Ist appeal to Director, Social Justice and Empowerment, Jaipur.

2nd appeal to Principal Secretary, of Social Justice and Empowerment, 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.

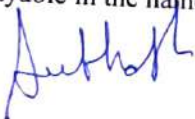
- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period 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.



7) Procedure for disposal of appeal-

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



FORM No. 1

[See rule 831

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:---.....

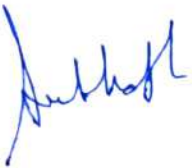
6. Grounds of appeal'.....

.....(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 BS VI Scooty With side wheel attachment/Retro fitment (Extra two wheels) attachment should be approved by A.R.A.I For Specially Abled Person	(Approx) Nos.		24	24	24	24

Successful bidder has to supply the Two Wheeler With Retro fitment for Specially Abled Person , As Per Annexure-2 of BIDS. to the Office of ASSISTANT Director, Social Justice and Empowerment Deptt. JALORE.



ANNEXURE-2: TECHNICAL SPECIFICATIONS

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

Supply of Two Wheeler BS VI Schooty With Retro fitment For Specially Abled Person Specifications:

SPECIFICATIONS

ENGINE

TYPE	AIR COOLED, 4- STROKE, SI ENGINE
DISPLACEMENT	110.9CC
MAX POWER	6 Kw (8 bhp) @7250 Revolution Per Minute (RPM)
MAX TORQUE	8.75 Nm @ 5750 Revolution Per Minute (RPM)
FUEL SYSTEM	FUEL INJECTION (FI)
STARTING	SELF START
IGNITION	ELECTRONIC CONTROL UNIT (ECU)

TRANSMISSION

CLUTCH	DRY, CENTRIFUGAL
GEAR BOX	VARIOMATIC DRIVE

SUSPENSION

FRONT	TELESCOPIC HYDRAULIC SHOCK ABSORBER
REAR	UNIT SWING WITH SPRING LOADED HYDRAULIC DAMPER

TYRE

FRONT TYRE	90/90-12 54 J
REAR TYRE	90/100-10 53 J

DIMENTIONS

LENGTH x WIDTH x HEIGHT	1843mm x 715 mm x 1188 mm
WHEELBASE	1261 mm
SEAT HEIGHT	775 mm
GROUND CLEARANCE	155 mm

ELECTRICALS

BATTERY	12 V- 4 Ah ET25 MF BATTERY
TAIL LAMP	12 V -0.1/1.6 W 8 nos. (LED)
HEAD LAMP	12 V -35/35 W HALAGEN BULB MFR

WEIGHT

KERB WEIGHT	112 kg
MAXIMUM PAYLOAD	130 kg
FUEL TANK CAPACITY	5 LITRES

ANNEXURE-3: TENDER FORM {to be filled by the bidder}

1) Addressed to:

Name of the Tendering Authority, Address	ASSISTANT DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JALORE Office Address :- (नर्मदा कॉलोनी, सामंतीपुरा रोड जालोर।
	Email: dlo.jlt@rajasthan.gov.in, , (CLEARLY MENTION THE BIDS 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 via DD nodated...../cash-----
- 4) The requisite Earnest money amounting to Rs...../- (Rupees <in words>) has been Deposited DD nodated.....
- 5) We agree to abide by all the terms and conditions mentioned in this form issued by the tendering 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: _____



"ANNEXURE-4: 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
relBS VI ant documents on behalf of the company/ firm in dealing with Tender/ Ref. No. NIT No.
.....Date:-

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:



ANNEXURE-5: 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..... Date:- 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-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Tendering Authority},

Ref. No. Date:-

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-toned 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

ANNEXURE-7 UNDER TENDERTAKING ON AUTHENTICITY OF SUPPLY OF
Two Wheeler With Retrofitment For Specially Abled Person

AND ALLIED EQUIPMENTS

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

To,

{Tendering Authority}

Ref. No. Date:-

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 BIDS than we agree to take back the already supplied two wheeler with Retro fitment for SAP 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/ PSDfor 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



ANNEXURE-8: FINANCIAL BID UNDERTAKING

{bidders letterhead in technical bid}

Ref. No.Date:-

To,

ASSISTANT Director, Social Justice & Empowerment Dept. JALORE

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 Rate contract for supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service LBS VI el 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-9.

I / We undertake, if our bid is accepted, to deliver the Supply of Two Wheeler With Retro fitmentForSpecially Abled Person 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 dBS VI iations in this regard.

Date:

Authorized Signatory

Name:

Designation:



ANNEXURE-9: PRICE BID :

Bidder Name:

S.No.	Item Description	Per unit price (inINR) (including RTO Charge ,Freight charges & T.R.C., insurance Charges, Registration, Smart Card & any other Charge if any) EXCLUDING GST	per unit	per unit price (inINR) INCLUDING	Total Price (inINR) INCLUDING
			GST	GST	GST
1	2	3	4	5	6
A	Supply of Two Wheeler BS VI Schooty With Retro fitment For Specially Abled Person in Multiple Colours as per annexure-2 of BIDS.				

Note:-

01- The Rates Shall be Filled up Separately in given format with Financial Bid.

02- The Tender Item (In Quanties) Or Estimated Cost may Increase or Decrease As per Requirement of Procuring Entity



ANNEXURE-10: COMPONENTS OFFERED

{to be filled by the bidder}

Ref. No. Date:-

Please fill the following BOM for all the offered components.

S.NO.	Product Details (make and model)	DetailedTechnical 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")



ANNEXURE-11: DRAFT AGREEMENT FORMAT

{To be signed by selected bidder and tendering authority}

Ref. No.Date:-

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 ASSISTANT Director Social Justice and Empowerment Department, JALOREwhich 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 ASSISTANT Director Social Justice and Empowerment Department, JALOREto Rate contract for Supply of Two Wheeler With Retro fitmentForSpecially Abled Person to the, on behalf ofRajasthan Government (ASSISTANT Director Social Justice and Empowerment Department, JALORE) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Rate contract/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: - DD No. dated. valid upto In consideration of the payment to be made by Social Justice and Empowerment Department, JALORE through treasury at the IBS VI el of ASSISTANT Director, Social Justice & Empowerment Dept. JALOREat the rates set forth in the Rate contract/Work Order hereto appended the approved supplier will duly supply the said articles set forth in ourWork Order/Rate contract order No. dated thereof in the manner set forth in the BIDS, 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 BIDS, 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.Date:-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 Social Justice and Empowerment Department, JALOREand appended to this agreement shall also form part of this agreement.
- 3) Social Justice and Empowerment Department, JALOREdo 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 IBS VI el of DLO Social Justice and empowerment department office the bill amount against the Supply of Two Wheeler With Retro fitmentForSpecially Abled Person will payable by the ASSISTANT Director, Social Justice and empowerment departmentJALORE
- 4) The mode of payment will be as specified in this bidding document/ supply order/Rate contract. 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/ completionperiod 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.



ASSISTANT DIRECTOR SOCIAL JUSTICE AND EMPOWERMENT DEPARTMENT, JALORE

No.	Condition	LD
1	Delay up to one fourth period of the prescribed delivery of Supply of Two Wheeler With Retro fitment For Specially Abled Person .	2.5 %
2	Delay exceeding one fourth but not exceeding half of the prescribed delivery of Supply of Two Wheeler With Retro fitment For Specially Abled Person .	5.0%
3	Delay exceeding half but not exceeding three fourth of the prescribed delivery of Supply of Two Wheeler With Retro fitment For Specially Abled Person .	7.5%
4	Delay exceeding three fourth of the prescribed delivery of Supply of Two Wheeler With Retro fitment For Specially Abled Person .	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.

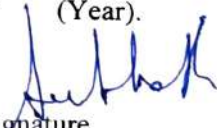
III. *The percentage refers to the payment due for the quantity of Supply of Two Wheeler With Retro fitment For Specially Abled Person .

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 Retro fitment For Specially Abled Person 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 BIDS and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the ASSISTANT Director Social Justice and Empowerment Department, JALORE. and the decision of Social Justice and Empowerment Department, JALORE shall be final. In witness whereof the parties hereto have set their hands on the day of _____ (Year).

Signature
Successful bidder


Signature
ASSISTANT Director Social Justice and Empowerment
Department, JALORE

Designation:
Date:

Designation:
Date:

Ref. No-..... Date:-

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



ANNEXURE-12: Details / Undertaking for Service centre during Guarantee & Warrantee

Period. In JALORE At Service Centre

To,

ASSISTANT Director Social Justice and Empowerment Department, JALORE

In response to the Tender Ref. No.Date:-dated ASSISTANT Director, Social Justice & Empowerment Dept. JALORE "BIDS for Supply of Two Wheeler With Retro fitment For Specially Abled Person . 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 JALORE IBS VI el), I/ We shall provide service centre in JALORE District. 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.	JALORE	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:

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

1- A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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



Annexure B: Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

In relation to my/our Bid submitted to ----- for procurement of ----- in response to their Notice Inviting Bids No----- Dated----- I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012- that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/lour affairs administered by a court or a judicial officer, not have my/lour business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the BiddingDocument, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation:

Address



Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ASSISTANT Director Social Justice and Empowerment Department, Bikaner, Rajasthan.

The designation and address of the Second Appellate Authority is Director, SJED, Jaipur, Rajasthan.

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall 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 the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be-
- (4) Appeal not to lie in certain cases

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

- a) determination of need of procurement;
- b) provisions limiting participation of Bidders in the Bid process;
- c) the decision of whether or not to enter into negotiations;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality

(5) Form of Appeal



- a) An appeal under para (1) or (3) above shall be in the anneXed Form along with as many copies as there are respondents in the appeal-
 - b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee
 - c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative-
- (6) Fee for filing appeal
- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non&refundable-
 - b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned-
- (7) Procedure for disposal of appeal
- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fiX date of hearing-
 - b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - I. hear all the parties to appeal present before him; and
 - II. peruse or inspect documents, relevant records or copies thereof relating to the matter-
 - c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order 10 the parties to appeal free of cost-
 - d) The order passed under sub&clause ¼c½ above shall also be placed on the State Public Procurement Portal-



Annexure D: Additional Conditions of Contract**(1) Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- I. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- II. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to $\frac{1}{4}i\frac{1}{2}$ and $\frac{1}{4}ii\frac{1}{2}$ above-

If the Bidder that submitted the lowest evaluated Bid does not accept the correction or errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

(2) Procuring Entity's Right to Vary Quantities

- I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document- It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- II. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation eXcept otherwise provided in the Conditions of Contract.
- III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order- However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of eXpiry of last supply- If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

(3) Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted- However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Annexure-E

DECLARATION BY BIDDER

I / We declare that I am / We are bonafide / manufacturers / wholeseller /sole distributor / authorised dealer / dealers / sole selling /sole marketing agents in the Goods / Stores / Equipments for which I / We have Bidding .

If this declaration is found to be incorrect then , without prejudice to any other action that may be taken against me /we and my / our work performance security may also be forfeited in full and the bid , if any to the extent accepted , may be cancelled .

Place :

Date :

Signature of Bidder

Name of Bidder

Seal of Firm

