Tender Document
For
Procurement of Bicycles
SOCIAL JUSTICE AND DEPARTMENT, RAJ. JAIPUR

Tender Document
For
Procurement of Bicycles

<table>
<thead>
<tr>
<th>Mode of Bid Submission</th>
<th>Online through e-Procurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuring entity/</td>
<td>Director, Social Justice and Empowerment (Rajasthan)</td>
</tr>
<tr>
<td>date and time of pre-bid meeting</td>
<td>22-9-17 4:00 PM</td>
</tr>
<tr>
<td>last date and time of submission of bid</td>
<td>11-9-17 1:00 PM</td>
</tr>
<tr>
<td>date and time of opening of technical bid</td>
<td>11-9-17 6:00 AM</td>
</tr>
</tbody>
</table>

Cost of Tender Document: Rs. 2500/- (Rupees Two Thousand Five Hundred Only)
E-Tender processing fee: Rs. 1000/- (Rupees One Thousand Only)

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

Other information:
1. Region: State of Rajasthan
2. Address for correspondence: Social Justice and Empowerment Department, Ambedkar Bhawan Rajmahal Residency Area, (Rajasthan)
3. Phone no 0141 2220258
4. E-mail: sjerajasthan@yahoo.co.in
<table>
<thead>
<tr>
<th>SECTION</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>INVITATION FOR BIDS (IFB) &amp; NOTICE INVITING TENDER (NIT)</td>
</tr>
<tr>
<td>2</td>
<td>NOTICE INVITING E-TENDER (NIT)</td>
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<td>3</td>
<td>WORK PROFILE</td>
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<td>4</td>
<td>ELIGIBILITY CRITERIA</td>
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<td>5</td>
<td>SCOPE OF WORK</td>
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<tr>
<td>6</td>
<td>INSTRUCTION TO BIDDERS (ITB) AND BIDDING PROCESS</td>
</tr>
<tr>
<td>7</td>
<td>PROCEDURE OF APPEALS</td>
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<tr>
<td>8</td>
<td>TERMS AND CONDITIONS OF TENDER &amp; CONTRACT</td>
</tr>
<tr>
<td></td>
<td>ANNEXURES</td>
</tr>
<tr>
<td>1</td>
<td>Technical Specifications</td>
</tr>
<tr>
<td>2</td>
<td>The list of ranges with districts</td>
</tr>
<tr>
<td>3</td>
<td>Pre-bid queries format</td>
</tr>
<tr>
<td>4</td>
<td>Tender form</td>
</tr>
<tr>
<td>5</td>
<td>Bidder's authorization certificate</td>
</tr>
<tr>
<td>6</td>
<td>Self-declaration-no blacklisting</td>
</tr>
<tr>
<td>7</td>
<td>Certificate of conformity/no deviation</td>
</tr>
<tr>
<td>8</td>
<td>Manufacturer's authorization form (MAF)</td>
</tr>
<tr>
<td>9</td>
<td>Undertaking of authenticity of bicycles</td>
</tr>
<tr>
<td>10</td>
<td>Financial bid undertaking</td>
</tr>
<tr>
<td>11</td>
<td>Price bid (to be uploaded in BoQ on e-proc site)</td>
</tr>
<tr>
<td>12</td>
<td>Technical bid submission sheet</td>
</tr>
</tbody>
</table>
INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

1) Social Justice and Empowerment (Rajasthan) invites through E-tendering single stage two-envelopes unconditional electronic bid (e-bids) proposals from OEM (Original Equipment manufacturers), who meet the minimum eligibility criteria as specified in this bidding document for "Supply Of Complete Bicycles" (for boys and girls from class 8 to 12) as detailed in the RFP document. The tender/bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.

2) The complete bidding document has been published on the website http://eproc.rajasthan.gov.in and www.education.rajasthan.gov.in for the purpose of downloading.

3) Bidders who wish to participate in this bidding process must register on http://eproc.rajasthan.QqV.in.

4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

5) A single-stage two envelope selection procedure shall be adopted.

6) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Procuring entity as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.

7) Department will not be responsible for delay in online submission due to any reason.

8) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/bidding document, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.

9) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder(s).
NOTICE INVITING e-TENDER

Social Justice and Empowerment Department, Rajasthan invites e-Bid single stage two-envelope unconditional competitive e-bids from the eligible bidders for "Supply of Complete Bicycles" (for boys and girls from class 6 to 12). The bid shall only be submitted through online tendering system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The schedule of dates is as follows:

<table>
<thead>
<tr>
<th>Nature of the project</th>
<th>Supply Of Complete Bicycles&quot; (for boys and girls from class 6 to 12) as per Annexure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Tender Document (non-refundable)</td>
<td>Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) pay by DD in favour of Director Social Justice and Empowerment payable at Jaipur</td>
</tr>
<tr>
<td>Processing Fees (non-refundable)</td>
<td>Rs. 1,000/- (Rupees One Thousand Only) pay by DD in favour of M.D RISL Jaipur payable at Jaipur</td>
</tr>
<tr>
<td>Estimated cost of Project</td>
<td>4,00,00,000 (Rs. Four Crores Only) approx.</td>
</tr>
<tr>
<td>Estimated no. of Cycle</td>
<td>11000 nos. (Eleven Thousand)</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD) (in Rs.)</td>
<td>Rs 8,00,000 (Rupees Eight lakh Only)</td>
</tr>
<tr>
<td>Publishing Date &amp; Time</td>
<td>16-8-2017</td>
</tr>
<tr>
<td>Document download Start Date &amp; Time</td>
<td>11-8-2017 10:00 A.M.</td>
</tr>
<tr>
<td>Date, Time &amp; venue of Pre-bid Meeting</td>
<td>22-8-2017 4.00 P.M. Direct Nita - Social Justice Empowerment Dept</td>
</tr>
<tr>
<td>Bid Submission Start Date &amp; Time</td>
<td>11-8-2017 11.00 A.M.</td>
</tr>
<tr>
<td>Document download End Date &amp; Time</td>
<td>11-9-2017 4.00 P.M.</td>
</tr>
<tr>
<td>Bid Submission End Date &amp; Time</td>
<td>11-9-2017 4.00 P.M.</td>
</tr>
<tr>
<td>Submission of Demand Draft of Tender Cost, Processing Fees and Bank Guarantee for Earnest Money &amp; Sample Cycle with Lab testing Report*</td>
<td>Till 11-9-2017</td>
</tr>
<tr>
<td>Technical Bid Opening Date &amp; Time</td>
<td>11-9-2017 5.00 P.M.</td>
</tr>
<tr>
<td>Date &amp; time of opening of Financial bids</td>
<td>Will be intimated after decision of Technically qualified bidders.</td>
</tr>
<tr>
<td>Websites for downloading Tender Document, Corrigendum's, Addendums etc.</td>
<td><a href="http://www.sjeraiasthan@yahoo.co.in">www.sjeraiasthan@yahoo.co.in</a> <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>Bid &amp; EMD Validity</td>
<td>90 Days from the date of bid submission</td>
</tr>
<tr>
<td>Supply period &amp; division of supply period</td>
<td>Supply period for the whole project quantity is 120 Days. The quantity of bid if it is splitting in two bidders, the total supply period 120 days shall also splitting in same ratio.</td>
</tr>
</tbody>
</table>

Note: The procuring entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids without assigning any reason, at any time prior to contract award, without thereby incurring any liability to the bidders.
**Social Justice and Empowerment Department, Rajasthan**

**WORK PROFILE**

For implementation of Budget announcement No. 146 Year 2017-18 regarding “Distribution of Bicycle” to all the students residing in the govt. hostels of the Deptt. which are at the distance of 2 or more km. from their respective schools and colleges to improve the mobility of the students, bicycles will be distributed to all students of residing in Government hostels during the year 2017-18 as mentioned above.

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### ELIGIBILITY CRITERIA FOR TECHNICAL BID

Basic selection criteria for Technical bid of bidder is as under:

<table>
<thead>
<tr>
<th>Srl</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The bidder should be a OEM (Original Equipment Manufacturer)</td>
<td>Certified copy of OEM Certificates.</td>
</tr>
<tr>
<td>2</td>
<td>Turnover</td>
<td>The bidder should have a Consolidated Average Turn Over of Rs. 10.00 Crores During the last three Financial year (2014-15, 2015-16 and 2016-17)</td>
<td>Audited Balance Sheet, Profit &amp; Loss, Trading a/c and CA Certificate on the basis of final a/c with CA's Registration Number/ Seal</td>
</tr>
<tr>
<td>3</td>
<td>Net Worth</td>
<td>The net worth of the bidder in the last three Financial year (2014-15, 2015-16 and 2016-17) should be positive.</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>4</td>
<td>Project Experience</td>
<td>The tender should have registered in manufacturing of cycle last three years.</td>
<td>Copy of registration certificate issued by industry department OR competent authority.</td>
</tr>
<tr>
<td>5</td>
<td>Tax registration and clearance</td>
<td>The Bidder should have a registered number of i. GST/Sales Tax where his business is located ii. Service Tax iii. Income Tax / Pan number. The bidder should have cleared his GST dues to the State Government of Rajasthan</td>
<td>Copies of relevant registration certificates and clearance certificates issued by the assessment authority.</td>
</tr>
<tr>
<td>6</td>
<td>Financial resources</td>
<td>The Bidder should have adequate financial Letter from a bank with bank resources or should have sufficient statement OR self declaration reserves as per the audited financial statement to undertake the contract.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Manufacturing Capacity</td>
<td>Production Capacity of minimum 50,000 (Fifty thousand) Bicycles per annum.</td>
<td>Copy of a valid certificate/ License issued by competent authority.</td>
</tr>
<tr>
<td>8</td>
<td>Price &amp; Rate Assurance Certificate</td>
<td>We here by confirm/declare that the price quoted for the above mentioned Tender by us are not higher than those quoted to any other Central/State Government Department in India in the financial year 2017-18 for the Ladies Bicycles (As per the specifications mentioned in NIB) And</td>
<td>Self declaration.</td>
</tr>
<tr>
<td>Sr.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td>----</td>
<td>-------------------</td>
<td>-----------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>will not be lower than our quoted price during the tenure of tender as specified in NIB.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Certification</td>
<td>i. The Bidder must possess a valid ISO 9001:2008 certification, as on date of submission of the bid and a copy of the same should be enclosed with the Technical bid. ii. The OEM must be the manufacturer of Complete Bicycle.</td>
<td>Copy of a valid certificate. The Bidder should enclose relevant photocopies of the certificates, catalogues, brochures, etc. in support of all the items quoted.</td>
</tr>
<tr>
<td>10</td>
<td>Blacklisting</td>
<td>A firm is not eligible to participate in this project while under sanction by SJE Department, GoR. Similarly, at the time of bidding, the firms blacklisted/ debarred in participating in any procurement process undertaken by - i. any Procuring Entity, if debarred by the State Government; and ii. Procuring Entity if debarred by such procuring Entity.</td>
<td>A Self Certified letter as given in the Annexure.</td>
</tr>
<tr>
<td></td>
<td>Other requirement</td>
<td>i. Make &amp; Model: The Bidder will indicate the exact make &amp; model of it in the technical bid so that their performance eligibility could be assured as per specifications mentioned in this tender. Bidder would supply only those makes &amp; models which have been accepted during technical evaluation. No other make &amp; model will be supplied which is not quoted or not approved.</td>
<td>A self declaration (on Bidder’s Letterhead)</td>
</tr>
<tr>
<td>11</td>
<td>POA</td>
<td>General Power of attorney / Board of Directors resolution / Deed of Authority executed in favour of person(s) authorized to sign the Bid Document and the contract and all correspondences / document thereof</td>
<td>As required.</td>
</tr>
<tr>
<td>13</td>
<td>7 Ply Rating Tyre</td>
<td>ISI MARK</td>
<td>Copy of valid certificate</td>
</tr>
<tr>
<td>14</td>
<td>TUBE</td>
<td>ISI MARK</td>
<td>Copy of valid certificate</td>
</tr>
<tr>
<td>15</td>
<td>FRAME</td>
<td>ISI MARK</td>
<td>Copy of valid certificate</td>
</tr>
<tr>
<td>16</td>
<td>FORK</td>
<td>ISI MARK</td>
<td>Copy of valid certificate</td>
</tr>
<tr>
<td>17</td>
<td>MUDGUARD</td>
<td>ISI MARK</td>
<td>Copy of valid certificate</td>
</tr>
</tbody>
</table>
SCOPE OF WORK

The Social Justice and Empowerment Department, Government of Rajasthan proposed to provide Complete Bicycles to students for session 2017-18 from class 6th to college level.

INSTRUCTIONS TO BIDDERS (ITB) and BIDDING PROCESS

1) Sale of Tender/ Bidding Document- The complete bidding document would be available on the websites for the period as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the e-bids.

2) Clarification of Bidding Document and Pre-Bid Conference-
   a) The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, etc., it shall, before submitting the Bid, The Procuring Entity will respond in writing to any request for clarification, within Fourteen days.
   b) The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
   c) The Bidder is requested to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre-Bid Conference.
   d) Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal.
   e) Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
   f) The procuring entity reserves the right not to respond to any/ all queries raised or clarifications sought.

3) Amendment of Bidding Document
   a) Any amendment issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity.

Documents comprising the Bid-
   a) A Single stage-Two cover system shall be followed for the bid -
   b) Technical bid shall include the following documents:
<table>
<thead>
<tr>
<th>SNo.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Covering Letter - Technical Bid</td>
<td>On bidder's letter head duly signed by authorized signatory</td>
</tr>
<tr>
<td></td>
<td>Fee Details</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tender Fee</td>
<td>Scanned copy of Fee Receipt DD In favour of the Director Social Justice and Empowerment Department, Raj. Jaipur</td>
</tr>
<tr>
<td>2</td>
<td>RJSIL Processing Fee</td>
<td>Scanned copy of DD. In favour of the M.D RISIL Jaipur Payable at Jaipur.</td>
</tr>
<tr>
<td>3</td>
<td>EMD</td>
<td>Scanned copy of Only BG In favour of the Director Social Justice and Empowerment Payable at Jaipur.</td>
</tr>
<tr>
<td></td>
<td>Technical Bid Documents</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tender Form</td>
<td>as Annexed</td>
</tr>
<tr>
<td>2</td>
<td>Bidder's Authorization Certificate</td>
<td>as Annexed</td>
</tr>
<tr>
<td>3</td>
<td>Self-Declaration - No Blacklisting</td>
<td>as Annexed</td>
</tr>
<tr>
<td>4</td>
<td>Certificate of Conformity/ No- Deviation</td>
<td>as Annexed</td>
</tr>
<tr>
<td>5</td>
<td>All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical Bid Documents</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Manufacturer’s Authorization Form (MAF) of Complete Bicycle as required</td>
<td>as Annexed</td>
</tr>
<tr>
<td>2</td>
<td>Financial Bid Undertaking</td>
<td>as Annexed</td>
</tr>
<tr>
<td>3</td>
<td>Components Offered</td>
<td>as Annexed</td>
</tr>
<tr>
<td>4</td>
<td>Compliance undertaking for all the supplied items.</td>
<td>Compliance undertaking on company letter pad as per Annexure and as per Authorize lab testing report.</td>
</tr>
<tr>
<td>5</td>
<td>Sample Cycle 02 nos.</td>
<td>On the opening date of technical bid as per RFP.</td>
</tr>
<tr>
<td>6</td>
<td>Photo &amp; Video C.D. Of Cycle showing frame number &amp; all parts clearly.</td>
<td>The cycles photo &amp; Video C.D. Of tested cycle (Prior Testing) showing frame number &amp; all parts clearly should be submitted on the Opening Date of Technical Bid along with Bank Guarantee.</td>
</tr>
</tbody>
</table>

Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on e-procurement website template.

Commercial bid shall include the following documents:

<table>
<thead>
<tr>
<th>SNo.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Price Bid</td>
<td>as Annexed</td>
</tr>
</tbody>
</table>

4) **Language of Bid**: The e-Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in Hindi/English Language.
5) **Bid Prices-**
   a. The price/financial bid must be specified in the file available at e-proc and without changing its form and type.
   Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/State Government/Local Authorities. Revision in taxes/duties including GST shall be on account of the Bidder.
   b. All the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). All payments shall be made in Indian Rupees only.
   Prices/Rates shall be written both in figures and words, as applicable.

6) **Period of Validity of Bids-**
   a. Bids shall remain valid for the period as specified in NIT.

7) **Bid Security or Earnest Money Deposit (EMD)-**
   a. Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the State Government. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of industrial and Financial Reconstruction; it shall be 1% of the estimated value of Bid.
   b. The Bid Security may be given in the BG of a Scheduled Bank payable at Jaipur (Rajasthan).
   c. In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government.
   d. Bid Security instrument or a Bid securing declaration shall necessarily accompany the sealed Bid.
   e. The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder.
   f. The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-
      i. when the Bidder withdraws or modifies his Bid after opening of Bids; or
      ii. when the Bidder does not execute the agreement in accordance with terms & conditions, or
      iii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
      iv. when the Bidder does not deposit the Performance Security in the specified time period after the supply/work order is placed;
      v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules; or
      In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
8) Format and Signing of Bid-
   a. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in
      indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in
      token of acceptance of all the terms and conditions of the bidding document. This
      authorization shall consist of a written letter of Authorization from the authorized person,
      accompanied with a board resolution.
   b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if
      they are signed by the person signing the bid.
   c. The bid, duly signed (digitally) by authorized signatory, should be uploaded on the e-
      proc portal in respective file/format.
   d. Bidders must submit their bids online at e-proc portal. Bids received by another other
      means shall not be accepted.

9) Withdrawal, Substitution and Modification of Bids-
   a) A Bidder may withdraw, substitute or modify its Bid Proposal after it has been
      submitted by sending a written Withdrawal/substitutions/modifications etc. Notice,
      duly signed by the Bidder or its authorized representative, and shall include a copy of
      the authorization in accordance with ITB Sub-Clause ‘Format and Signing of Bid’. The
      corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice.

10) Bid Opening-
    a) The designated Procurement Committee will perform the bid opening, which is a
       critical event in the bidding process.
    b) The procuring entity shall conduct the bid opening at the address, date and time
       specified in the NIT.
    c) All the bids received up to the specified time and date in response to all the bid
       inquiries shall be opened by the members of the designated Procurement
       Committee.
    d) All the documents comprising of technical bid/cover shall be opened & downloaded
       from the e-Proc website (only for the bidder’s who have submitted the prescribed
       fee(s).
    e) All the technical bid covers, except the Financial cover, shall be opened one at a
       time, and the following read out and recorded:
       The Procuring entity shall prepare a record of the bid opening that shall include, at a
       minimum: the name of the bidder and the presence or absence of processing fee; 
       Tender fee, and EMD. The bidder's representatives who are present shall be
       required to sign the attendance sheet.
    f) The Financial cover will remain unopened and will be opened later on the date and
       time intimated to the bidders who qualify in the evaluation of technical bids.
    g) The Bids opening committee shall prepare a list of the Bidders or their
       representatives attending the opening of Bids and obtain their signatures on the
       same.
    h) The Bids opening committee shall prepare a record of opening of Technical Bids
       that shall include minimum requirements.
11) **Selection method:** The selection method is Quality Based Selection (QBS) and Least Cost Based Selection (LCBS or L1).

12) **Guiding Principles for Evaluation of Bids:**
   a) The procuring entity shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
   b) The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
   c) A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP.
   d) A responsive bid would be the one that meets the requirements of the bidding document including the technical evaluation criteria.
   e) **Responsiveness of Technical or Financial Bids:**
      i. The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself.
      ii. A substantially responsive Technical or Financial Bid is one that meets without material deviation, registration, or omission to all the terms, conditions, and specifications of the Bidding.
      iii. The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of this RFP have been met without any material deviation or registration.
      iv. If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, registration, or omission.

13) **Evaluation of Technical Bids:**
   a) The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid including the pre-qualification documents.
   b) **Examination of Terms and Conditions of the Technical or Financial Bids:**
      i. The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the bidding document have been accepted by the Bidder without any material deviation or registration.
      ii. Technical Evaluation Criteria - Bid shall be evaluated technically based on the Documents submitted by the bidder. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation.
   c) The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected.
   d) The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/successful bidder.

14) **Evaluation of Financial Bids:**
   a) The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
   b) To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this document. No other criteria or methodology shall be permitted.
   c) To evaluate a Financial Bid, the Procuring Entity shall consider the following:
      i. the Bid Price quoted in the Financial Proposal;
      ii. price adjustment for correction of arithmetical errors in accordance with Clause.
Correction of Arithmetical Errors:

iii. price adjustment due to discounts offered, if permitted, in accordance with Clause 'Bid Prices'; and

iv. price and/or purchase preference in accordance with Clause 'Price and/or Purchase Preference';

v. price adjustment due to application of all the evaluation criteria specified in Evaluation and Qualification Criteria.

d) Unless otherwise specified, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery including all taxes and duties payable on the insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.

15) Correction of Arithmetical Errors in Financial Bid: Provided that the bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

16) Preliminary Examination of Technical or Financial Bids:

a) The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in 'Documents Comprising the Bid' have been provided, and to determine the completeness of each document submitted.

b) The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided:

(i) Bid is signed, as per the requirements listed in the Bidding documents;
(ii) Bid has been uploaded as per instructions provided in the Bidding documents;
(iii) Bid is valid for the period, specified in the Bidding documents;
(iv) Bid is accompanied by Bid Security or Bid securing declaration;
(v) Bid is unconditional and the Bidder has agreed to give the required performance Security; and
(vi) Price Schedules in the Financial Bids are in accordance with RFP Clauses;
(vii) written confirmation of authorization to commit the Bidder;
(viii) Manufacturer's Authorization, if applicable;
(ix) Declaration by the Bidder in compliance of Section 7 of the Act;
(x) other conditions, as specified in the Bidding documents are fulfilled.

17) Price and/or Purchase Preference: Price and/or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified/prevalent at the time of issue of NIT.

18) Comparison of Bids: The procuring entity shall compare all substantially responsive
bids to determine the lowest-evaluated bid in accordance with the evaluation criteria given in this RFP.

19) **Post qualification of the Bidder:** The Procuring Entity shall determine to its satisfaction that the Bidder that is selected on the basis of quality and as the lowest Bidder is qualified to perform the Contract satisfactorily.

20) **Disqualification:** Procuring entity may at its sole discretion and at any time during the processing of bids, disqualify any bidder/bid from the bid process.

21) **Acceptance of the successful bid and award of contract:** The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
   a) Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
   b) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
   c) The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria, and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
   d) Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
   e) The issuance of formal letter of acceptance (LOA) may be sent to the successful Bidder, By posted or sent by email (if available) to the address of the successful Bidder given in its Bid.

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 information on Contract award is communicated to all Bidders.
   b) Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
   c) Notwithstanding above clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
   d) In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

23) **Conflict of Interest:** A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
   a) A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
      i. have controlling partners/shareholders in common, or
      ii. receive or have received any direct or indirect subsidy from any of them; or
iii. have the same legal representative for purposes of this Bid; or
iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
v. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
vii. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

b) The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV of Transparency Act, Bidding Forms.

c) Breach of Code of Integrity by the Bidder; Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

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

25) Division of Quantities among more than One Bidder at the Time of Award: The decision of procuring entity shall be final for place and quantity in case splitting the quantity of among the two bidders than the total allowed period as per RFP also splitting in same ratio of 70:30 in the L1 and L2 bidders.

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

27) Performance Security Deposit (PSD)-
a) The amount of Performance Security shall be five percent of the amount of the supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. The currency of Performance Security shall be Indian Rupees.
b) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases:
   i. when the Bidder does not execute the agreement in accordance with Clause 'Signing of Contract' within the specified time period; after issue of letter of acceptance/placement of supply order; or
   ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
   iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
   iv. when any terms and conditions of the contract is breached; or
   v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Chapter VI of the Rules and specified in Clause 36

   c) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

28) Reservation of Rights: To take care of unexpected circumstances, procuring entity reserves the rights for the following:
   a) Extend the closing date for submission of the bid proposals.
   b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
   c) Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
   d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/services for which bid has been invited or distribute items of stores/services to more than one bidder.
   e) Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
   f) Seek the advice of external consultants to assist procuring entity in the evaluation or review of proposals.
   g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
   h) Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

29) Monitoring of Contract
   a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
   b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given.
   c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to Speed up the delivery.
   d) No new partner/partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect.
   e) The bidder shall provide the name of key personnel/mobile no/E-mail/address for each district head quarter wise and also depute the authorize person at the Directorate level.
30) **Code of Integrity**- Any person participating in the procurement process shall -
   a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
   b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
   c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
   d) not misuse any information shared between the procuring Entity and the Bidders with an intent to get 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.

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

32) **Samples**-
   a) At the time of opening date of technical bid the bidder should arrange 02 nos samples cycles in Complete bicycles" as per Terms & Conditions of RFP and also according to lab test report. Such samples shall be submitted personally by the bidder the procuring entity will be issued a receipt for each sample to the bidder.
   b) Each sample shall be marked suitably either by writing on the sample or on a slip of durable paper securely fastened to the sample, the name of the Bidder and serial number of the item, of which it is a sample in the Schedule of Supply.
   c) Supplied Samples would be retained free of cost up to the period of six months after the expiry of the contract. The Procuring Entity shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
   d) On opening date of technical bid the bidder must provide the tested cycle photo, and Video C.D. before testing of cycle. The supply of video C.D. and photo shall show all item of cycle with frame number is mandatory.
Procedure of Appeals

1) Filing an appeal: First appeal to Secretary, Social Justice and Empowerment Rajasthan Jaipur. 2nd appeal to Additional Chief Secretary, Social Justice and Empowerment, Rajasthan Jaipur.

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, 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) Appeal not to be 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.

3) Form of Appeal-

a) 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.
b) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

4) Fee for filing appeal-

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

5) 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

FORM No. 1
[See rule 83]
Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012

Appeal No. of ........................................
Before the ........................................ (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

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

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

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

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

6. Grounds of appeal:

   (Supported by an affidavit)

Prayer:

Place

Date:

Appellant's Signature
IMPORTANT CONDITIONS

1) GST Registration and GST Clearance Certificate

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

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

4) Scope of Supply -
   a) Subject to the provisions in the bidding document and contract, the Cycle and related services to be supplied and location where supplied is to be made shall be as mentioned.

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

6) Bidder's/ Selected Bidder's Responsibilities: The Bidder shall supply all the Cycle and related services included in the scope of supply in accordance with the provisions of bidding document and/or contract.

7) Procuring entity’s Responsibilities - Whenever the supply of Cycle and related services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring entity shall, if so required by the Bidder, shall make its best effort to support the Bidder in complying with such requirements in a timely and expeditious manner.

8) Recoveries from Bidder/ Selected Bidder -
   a) Recovery of penalty, short supply, breakage, rejected articles shall be made ordinarily from bills.
   b) The Purchase Officer shall withhold amount to the extent of penalty, short supply/ installation/ deployment, breakage and rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and Security Deposit available with procuring entity.
   c) The balance, if any, shall be demanded from the Bidder/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to Rajasthan Public Demand Recovery Act or any other law in force.
9) Taxes & Duties:
   a) For Cycle supplied from outside India, the Bidder shall be entirely responsible for all
taxes, stamp duties, license fees, and other such levies imposed outside India.
   b) For Cycle supplied from within India, the Bidder shall be entirely responsible for all
taxes, duties, license fees, etc., incurred until delivery of the contracted Cycle at site to
the Procuring Entity.
   c) If any tax exemptions, reductions, allowances or privileges may be available to the
Bidder in India, the Procuring Entity shall use its best efforts to enable the Bidder to
benefit from any such tax savings to the maximum allowable extent.

10) Liquidate Damages:
   a) Subject to provisions of GCC Clause 'Force Majeure' and Extensions of Time if the
Bidder fails to deliver any or all of the Cycle with in the period specified in the contract,
the Procuring Entity shall, without prejudice to all its other remedies under the Contract,
deduct from the Contract Price, as liquidate damages on the basis of following
percentages of value of competed cycle which the Bidder has failed to supply of
complete cycle.

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<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %</th>
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<td>a</td>
<td>Delay up to one fourth period of the specified period of delivery of</td>
<td>2.5%</td>
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<td>procurement</td>
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<td>b</td>
<td>Delay exceeding one fourth but not exceeding half of the specified</td>
<td>5.0%</td>
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<td>period of delivery of procurement</td>
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<td>c</td>
<td>Delay exceeding half but not exceeding three fourth of the specified</td>
<td>7.5%</td>
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<td>period of delivery of procurement</td>
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<td>d</td>
<td>Delay exceeding three fourth of the specified period of delivery of</td>
<td>10.0%</td>
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11) Copyright: The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Procuring Entity by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to the Procuring Entity directly or through the Bidder by any third party, including Bidders of materials or Related Services, the copyright in such materials or related services shall remain vested in such third party.

12) Subcontracting:
   a) The Bidder shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity.

13) Transportation:
   a) In case of Supply from within India, the Cycle shall be supplied FOR locations specified. All transportation charges, local taxes, etc. shall be borne by the Bidder.

14) 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.

15) Extensions of Time:
   a) If at any time during performance of the contract, the Bidder should send in writing the conditions impeding timely delivery of the Cycle or completion of Related Service.

16) Authenticity of Equipments:
   a) The selected bidder shall certify that the supplied Cycle 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.

17) Guarantee (defect liability period) Clause -
The Bidder would give guarantee that the Cycle would continue to conform to the description and quality as specified for a period of 1 year from the date of last delivery of the Complete Bicycles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the Complete Bicycles, if during the aforesaid period of 1 year, the Complete Bicycles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer that such decision will be final and conclusive), the purchaser will be entitled to reject the Complete Bicycles or such portion thereof as may be discovered not to conform to the said description and quality.

18) Change Orders and Contract Amendments
   a) The Procuring entity may at any time order the Bidder/ selected bidder through
      Notice in accordance to make changes within the general scope of the Contract in any one or more of the following:
      i. drawings, designs, or specifications, where Cycle to be furnished under the Contract are to be specifically manufactured for the Procuring entity;
      ii. the method of shipment or packing;
      iii. the place of delivery; and
      iv. the related services to be provided by the Bidder/ selected bidder.

19) Termination for Default
   i. The procuring entity without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of contract, by notice of default sent to the Bidder, may terminate the contract in whole or in part:
      a. If the Bidder fails to deliver any or all quantities of the Cycle and/or related...
ANNEXURE-1: TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR BICYCLE

Complete cycle sturdy and conforming to following specifications:

1. **FRAME** The frame for bicycle for students class 6 to 8, 9 to 12, college level students (boys and girls separately) shall conform to IS 623:2008 (with up-to-date amendments)

2. **FORK (Front)** As per IS 2061:1999 (with up-to-date amendments)

3. **MUDGUARD** The mudguards shall be made from CR sheet of not less than 0.45mm as relevant IS 6218:2008 (with up-to-date amendments)

4. **HANDLE BAR** As per IS 625:2006 (with up-to-date amendments)

5. **STEERING HEAD ASSEMBLY:** - The steering handle bar shall be of lever type fitted to the head tube. The steering shall be free to turn at least 60 degree on either side of straight head position and shall exhibit no tight spots, stiffness, or slackness in the bearings correctly adjusted and conforming to IS 2973:1983 (PH type) or IS 12474:1988 (R type) (with up-to-date amendments)

6. **SEAT PILLAR** - As per IS 626:2009 (with up-to-date amendments)

7. **SADDLE (SEAT)** The saddle shall be comfortable and sturdy. It should be able to withstand a downward force of 668 N and horizontal force of 222 N at a point 25 mm from front or rear end.

8. **PEDAL ASSEMBLY** - As per IS 628:1993 (with up-to-date amendments)

9. **HUB ASSEMBLY** As per IS 629:1988 (R type) or IS 12205:1986 (PH type) (with up-to-date amendments)

10. **CRANK and CHAIN WHEEL:** - As per IS 1281:1996 (with up-to-date amendments)

11. **FREEWHEEL** As per IS 1283:1995 (with up-to-date amendments)

12. **CYCLE CHAIN** As per IS 15511:2004 (with up-to-date amendments)

13. **BOTTOM BRACKET AXLE** As per IS 1131:2008 (with up-to-date amendments)

14. **BOTTOM BRACKET BALL CUPS** As per IS 1132:2009 (with up-to-date amendments)

15. **BOTTOM BRACKET LOCK RING** As per IS 1134:2004 (with up-to-date amendments)

16. **STEEL BALLS** As per IS 15164:2002 (with up-to-date amendments)

17. **PNEUMATIC TYRES:** - Seven ply rating tyres as per IS 2414:2005 (with up-to-date amendments)
18. RUBBER TUBES As per IS 2415:2004 (with up-to-date amendments)
19. TUBE VALVES As per IS 532:2006 (with up-to-date amendments)
20. RIM As per IS 624:2003 (with up-to-date amendments)
21. SPOKES - As per IS 630:2005 (with up-to-date amendments)
22. RIM TAPES and BUCKLES As per IS 960:2005 (with up-to-date amendments)
23. LUGGAGE CARRIER As per IS: 14383:2009 (with up-to-date amendments)
24. COTTER PINS, WASHERS and NUTS - As per IS 1282:1988 (with up-to-date amendments)
25. BICYCLE LOCK As per IS 6799:1987 (with up-to-date amendments) or equivalent.
26. BRAKES Hand operated lever brake system shall be provided. The brake should pass the braking test as per IS 10613:2004.
27. COLOURS: - Complete bicycle including frame, fork, front and rear mudguards with supporting rods, luggage carrier, bicycle lock, chain cover, full stand, basket with supporting rods & dress guards to be supplied in the colours selected by the deptt. The P.V.C. coating itself of basket & dress guards, lamp bracket & all other painted parts should be of selected colour.
28. CHAIN COVER Best quality make one side chain cover i.e. full half gear cover (FHGC) shall be provided shielding the outer side of chain and chain wheel against the entrapment of clothing or body parts.
29. DRESS GUARD Dress guard shall be provided on both sides of the rear wheel with 3mm steel wire rod. The vertical side of guard shall be 250 to 300mm and length of the horizontal side should be 325 mm to 400 mm. All the mesh should be PVC coated. The completed dress guard should be netted with PVC coated 19 SWG steel mesh having maximum pitch 8mmX8mm.
30. ADDITIONAL FEATURES The bicycle shall be supplied with guarantee for one year against any manufacturing defect. Each bicycle shall conform to the safety and performance requirements as per IS 10613:2004 and shall be inspected by the inspecting agency (recognized lab / test centre authorize by the state Government/Centre Government or any by the Government department), cover ring the performance tests as per IS 10613:2004. The bicycle shall FULLSTAND AND BELL and any other item/part that is essential for a complete bicycle and is not mentioned above. Wherever a item is not specified, it should be of standard quality.
31. WEIGHT OF COMPLETE LADIES BICYCLE 20 INCHES WILL BE 20 KGS (MINIMUM) WITHOUT FILLING AIR IN TUBES.
32. LOGO- LOGO of the department should be embossed
33. Locations- The bicycles shall be supplied at below given locations-
<table>
<thead>
<tr>
<th>s No.</th>
<th>Range Name</th>
<th>Name of the Districts</th>
<th>Range Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ajmer</td>
<td>Ajmer, Tonk, Bhiwara, Nagaur</td>
<td>DLO, Ajmer</td>
</tr>
<tr>
<td>2.</td>
<td>Bharatpur</td>
<td>Bharatpur, Dholpur, Karauli, Sawai Madhopur</td>
<td>DLO, Bharatpur</td>
</tr>
<tr>
<td>3.</td>
<td>Churu</td>
<td>Churu, Jhunjhunu, Sikar</td>
<td>DLO, Churu</td>
</tr>
<tr>
<td>4.</td>
<td>Jaipur</td>
<td>Jaipur, Alwar, Dausa</td>
<td>DLO, Jaipur</td>
</tr>
<tr>
<td>5.</td>
<td>Jodhpur</td>
<td>Jodhpur, Jaisalmer, Barmer</td>
<td>DLO, Jodhpur</td>
</tr>
<tr>
<td>6.</td>
<td>Kota</td>
<td>Kota, Baran, Jhalawar, Bundi</td>
<td>DLO, Kota</td>
</tr>
<tr>
<td>7.</td>
<td>Udaipur</td>
<td>Udaipur, Rajsamand, Banswara, Dungapur, Chittorgarh, Pratapgarh</td>
<td>DLO, Udaipur</td>
</tr>
<tr>
<td>8.</td>
<td>Bikaner</td>
<td>Bikaner, Hanumangarh, SriGanganagar</td>
<td>DLO, Bikaner</td>
</tr>
<tr>
<td>9.</td>
<td>Pali</td>
<td>Pali, Sirohi, Jalore</td>
<td>DLO, Pali</td>
</tr>
</tbody>
</table>
ANNEXURE-3: PRE-BID QUERIES FORMAT

(to be filled by the bidder)

Name of the Company/Firm:

Tender Fee Receipt No. Date for Rs. 

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

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Query / Clarification Sought:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Page No.</th>
<th>RFP No.</th>
<th>Rule</th>
<th>Rule Details</th>
<th>Query/ Suggestion/ Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.
ANNEXURE-4: TENDER FORM

Addressed to:

| a. Name of the procuring entity | Director, Social Justice and Empowerment Department, Jaipur |
| b. Address | Ambedkar Bhawan, Civil Lines, Rajmahal Residency Area |
| c. Telephone | 0141-2220258 |
| d. Telephone/Fax | 0141-2220259 |
| e. E-Mail | |

Other related details:

1. Name of Bidder

2. Name & Designation of Authorized Signatory

3. Registered Office Address

   - Telephone Nos. / Mobile
   - Fax:
   - Website
   - Email

4. Rajasthan center (if any)
   - Address
   - Phone
   - Fax:
   - Contact Person

5. Jaipur center (if any)
   - Address
   - Phone
   - Fax:
   - Contact Person

6. Year of Establishment

7. Nature of the Firm
   - Public Ltd.
   - Private Ltd.
   - Partnership
   - Proprietary

Put Tick (V) mark

8. Previous Experience in supplying Complete Ladies Bicycle

9. Any other details in support of your offer

Note: Please attach list of offices & centres situated in Rajasthan along with address and phone & Fax numbers. Please attach proof in support of details stated above.

IV. The Cost of Tender amounting to Rs. 5,000/- (Rupees Five Thousand) has been deposited vide cash receipt DD no. [DD No] Date [Date] in favour of the Director, Social Justice and Empowerment Department, Jaipur.

R.F.P. 2017-
V. The processing fees amounting to Rs. 1,000/- (Rupees One Thousand) has been deposited vide DD no. _______________ Date _______________ in favour of Managing Director, RISL payable at Jaipur.

VI. The rates quoted are applicable up to 120 days from the date of opening of technical bid of tender document. This validity can be extended with mutual agreement. The Permanent Income Tax No. (PAN) _______________ has been submitted.

VII. VIII. We agree to abide by all the terms and conditions mentioned in this form issued by the Procuring entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm:

Authorized Signatory: ___
ANNEXURE-5: BIDDER’S AUTHORIZATION CERTIFICATE
{to be filled by the bidder)

To,
The Director,
Social Justice and Empowerment,
Rajasthan, Jaipur

I/ We (Name/Designation) hereby declare/ certify that (Name/ Designation) is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender.

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-6: DECLARATION by the Bidder
(to be filled by the bidder)

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting
Bids No. ........................................ Date ........................................ I/we hereby declare
under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 Rule 2013 and
G.F. & A.R. Rules as:-

a. I/we possess the necessary professional, technical, financial and managerial resources and
   competence required by the Bidding Document issued by the Procuring Entity;

b. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the
   State Government or any local authority as specified in the Bidding Document;

c. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs
   administered by a court or a judicial officer, not have my/our business activities suspended
   and not the subject of legal proceedings for any of the foregoing reasons;

d. I/we do not have, and our directors and officers not have, been convicted of any criminal
   offence related to my/our professional conduct or the making of false statements or
   misrepresentations as to my/our qualifications to enter into a procurement contract within a
   period of three years preceding the commencement of this procurement process, or not have
   been otherwise disqualified pursuant to debarment proceedings;

e. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding
   Document, which materially affects fair competition;

Date: ...............................................................................

Signature of bidder
Name: .................................................................
Designation: ..............................................................
Address: ...........................................................................
ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION
{to-be filled by the bidder}

To,
The Director,
Social Justice and Empowerment,
Rajasthan, Jaipur

NIT No: ........................................ Date: ....................

CERTIFICATE

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

Also, if 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.

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

Thanking you,

Name of the Bidder:

Seal
Date
Place
ANNEXURE-8: MANUFACTURER’S AUTHORIZATION FORM (MAR)
(to be filled by OEMs of item no. 1, 2, 5. seven ply rating tyre and tube with copy of CRS certificate)
(Indicative Format of MAF)

Date:

NIT No. .......................................................... Date ........................................

To,
The Director,
Social Justice and Empowerment,
Rajasthan, Jaipur

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

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

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

Name
In the capacity of:
Signed
Duly authorized to sign the Authorization for and on behalf of Tel:
Fax: e-mail

[Signatures]
ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF COMPLETE BICYCLES
(to be filled by the bidder of Complete Bicycle 20 inches
(On Rs. 100/- Non-judicial stamp paper))

To,
The Director,
Social Justice and Empowerment,
Rajasthan, Jaipur

Reference: ___________________________ Date ___________________________

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

________________________ Date ___________________________

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

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

Authorized Signatory
Name:
Designation:
ANNEXURE-10: FINANCIAL BID Submission Sheet

Date:

NIB No.: ........................................ Date ........................................

To,
The Director,
Social Justice and Empowerment,
Rajasthan, Jaipur

We, the undersigned, declare that:

a) We have examined and have no registrations to the Bidding Document:

b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule in RFP.

c) The total Price for our Bid is including all taxes, duties, levies & other charges.

d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bidding process or execution of the Contract:

Name of Recipient:
Address:
Reason:
Amount:

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

e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

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

g) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.

h) Other comments, if any:

Name/address: .................................................. In the capacity of
Duly authorized to sign the Bid for and on behalf of

Date:
Tel.:.......................................................... e-mail:.........................................
ANNEXURE-11: PRICE BID (On E-Proc website)

Tender Inviting Authority: Director Of Social Justice and Empowerment, Rajasthan, Jaipur

Name of Work: Supplying of Complete Bicycle minimum 20"

NIT No: Date

Bidder Name:

PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
<th>Amount (in rupees) (Including all taxes, duties, levies &amp; and any other charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supply Of Complete Bicycle minimum 20&quot;</td>
<td>Group wise Rates</td>
</tr>
<tr>
<td></td>
<td>Class</td>
<td>Age Group</td>
</tr>
<tr>
<td>A</td>
<td>6 to 9</td>
<td>11 to 14</td>
</tr>
<tr>
<td>B</td>
<td>9 to 12</td>
<td>15 to 18</td>
</tr>
<tr>
<td>C</td>
<td>College Level</td>
<td>19 onwards</td>
</tr>
</tbody>
</table>
ANNEXURE-12: Technical Bid Submission Sheet

NIB No.: __________________________ Date: __________________________

Alternative No., if permitted:

To,
The Director,
Social Justice and Empowerment, Rajasthan, Jaipur

We, the undersigned, declare that:

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

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

c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5 percent of the Contract Price or Performance Security Declaration for the due performance of the Contract;

e) Our firm, including any subcontractors or Bidders for any part of the Contract, have nationalities from the eligible countries;

f) We are not participating, as Bidders, in more than one Bid in this bidding process in the Bidding Document;

g) Our firm, its affiliates or subsidiaries, including any subcontractors or Bidders has not been debarred by the State Government or the Procuring Entity;

h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;

j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and GF&AR and this Bidding Document in this procurement process and in execution of the Contract;

k) Other comments, if any:

Date: __________________________ Name/ address: In the capacity of Signed