

राजस्थान सरकार  
वित्त (एस.पी.एफ.सी) विभाग

क्रमांक—F7(7)FD / SPFC/SBD/2017

दिनांक—26.09.2017

समस्त लेखा संवर्ग के अधिकारी,  
समस्त उपापन संस्था/स्टेक होल्डर्स/आमजन

विषय :- ड्राफ्ट स्टेण्डर्ड बिडिंग डाक्यूमेन्ट (Goods) के अन्तिम संशोधित  
प्रारूप पर सुझाव/राय आमंत्रण बाबत।

महोदय,

राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के तहत तैयार किये गये ड्राफ्ट स्टेण्डर्ड बिडिंग डाक्यूमेन्ट (Goods) पर आदिनांक तक प्राप्त सुझावों को सम्मिलित किये जाने के पश्चात् संशोधित संलग्न ड्राफ्ट स्टेण्डर्ड बिडिंग डाक्यूमेन्ट (Goods) का प्रकाशन वित्त विभाग की बेबसाईट <http://finance.rajasthan.gov.in> & <http://sppp.rajasthan.gov.in> पर कर दिया गया है। कृपया इस संशोधित ड्राफ्ट स्टेण्डर्ड बिडिंग डाक्यूमेन्ट (Goods) का (संलग्न) अवलोकन करने का श्रम करें तथा इस से संबंधित आपके बहुमूल्य सुझाव/राय/टिप्पणी अधोहस्ताक्षरकर्ता को [e-mail-jsfsgt@rajasthan.gov.in](mailto:e-mail-jsfsgt@rajasthan.gov.in) तथा [cao.spfc@rajasthan.gov.in](mailto:cao.spfc@rajasthan.gov.in) पर सात दिवस के भीतर प्रेषित करने का श्रम करें ताकि आपके सुझाव/राय/टिप्पणी पर समुचित विचार कर यथावश्यक संशोधन पश्चात् इस ड्राफ्ट स्टेण्डर्ड बिडिंग डाक्यूमेन्ट (Goods) को अन्तिम रूप प्रदान कर इसे जारी किया जा सकें।

कृपया इसे सर्वोच्च प्राथमिकता प्रदान करावें।

संलग्न उपरोक्तानुसार।

संयुक्त शासन सचिव  
वित्त(जी. एण्ड टी.) विभाग एवं  
नोडल अधिकारी एस.पी.एफ.सी.



**Government of Rajasthan**  
**Standard Bidding Document**  
**(Goods)**

**Single Stage - Two Envelopes**  
**(Two Parts) Bid**

**September, 2017**

Goods: Postc

# Standard Bidding Document

## Procurement of Goods: Single Stage- Two Envelopes (Two Parts) Bid

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**(Format of NIB for Publication on State Public Procurement Portal)**

OFFICE OF THE.....[Enter Designation and Complete  
 Address of the Procuring Entity with Tel. Nos., Fax and E-mail Address]

**NOTICE INVITING BIDS**

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

1. Sealed Single Stage Two-envelopes unconditional Bids are invited on behalf of the Governor of Rajasthan/ .....[Enter name of the Organisation, if other than a Department of the State Government] for the procurement of Goods as listed below, from manufacturers/ distributors/ authorised dealers/ stockiest/ registered Bidders/ bona-fide dealers[strike out which is not applicable] upto .....AM/PM of .....[Date].

S.No.	Name of Article	Specifications (with reference to BIS Code, Patent, ISO, Agmark, Part No. etc.)	Quantity /unit	Price of Bidding Document (Rupees)	Amount of Bid Security (Rupees)	Validity period of Bids	Place of Delivery and Delivery Period
1							
2							
3							

2. Item(s) at S. No. \_\_\_\_ is/are exclusively reserved for procurement from Micro and Small Industry units as per Finance Department's Notification dated 19.11.2015. Bids received from Bidders other than Micro and Small Industry units will not be considered. (This is to be used, if applicable)
3. Price preference and/or purchase preference as per Instructions to Bidders shall be admissible in evaluation of Bids and award of Contract.
4. The Bid is for a fixed quantity/Rate Contract (Use whichever is applicable).
5. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
6. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure, bidding forms, designs, drawings, specifications, delivery schedule, etc. can be seen at or obtained from the office of

the.....[Enter Designation of the Procuring Entity] during office hours in working days up to one day before the date of opening of Bids, by paying the non-refundable price as mentioned in above table in the form of eGRAS, cash, banker's cheque, Demand Draft of a Scheduled Bank in India drawn in the name of Procuring Entity\*\*. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.rajasthan.gov.in> or the official web site, [www.....](http://www.....) of the Department/ Organisation \*, e-procurement portal (if procurement is through e-procurement method) and the price of Bidding Document may be paid along with user charges/ processing fee, if any, at the time of submission of the Bid.

*\*Strike out if there is no separate website.*

*\*\*Strike out whichever is not applicable*

7. Bids, duly signed on all pages and serially numbered, properly bound, accompanied with the Bid Security or Bid Securing Declaration, as applicable, in the form of cash, deposit through eGRAS/ Demand Draft/ Banker's cheque/ Bank Guarantee, in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes upto ..... AM/PM of ....., to .....  
.....[enter address of the office where bids are to be submitted] bearing the reference to NIB and warning as:  
"BID FOR NIB No..... for....., NOT TO BE OPENED BEFORE ... ..  
[Date] of .....AM/PM".
8. In case Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding document, user charges/processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>.  
(Use Point # 7 OR 8, whichever is applicable).
9. Bids received after the specified time and date shall not be accepted and returned unopened.
10. The Bids shall be opened at .....AM/PM on dated..... in the presence of the Bidders or their representatives who wish to be present.
11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. The Bidders shall have to submit the 'PAN' issued by Income Tax Department and other essential certificates as required.
13. Table of Important Dates:

S.No.	Event	Scheduled Date & Time
1.	Publish Date & Time	
2.	Pre-Bid Meeting Date & Time (If Applicable)	
3.	Bid Submission Start Date & Time	
4.	Bid Submission End Date & Time	

5.	Technical Bid Opening Date & Time	
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*[Designation of the Procuring Entity]*

**(Abridged Form of NIB for Publication in the Newspapers)**

OFFICE OF THE.....*[Enter Designation and Complete Address of the Procuring Entity with Tel. Nos., Fax and E-mail Address]*

NOTICE INVITING BIDS (NIB No.....Date.....)

Unique Bid Number (UBN): \_\_\_\_\_

Sealed Single Stage Two-envelopes unconditional Bids are invited on behalf of the Governor of Rajasthan/ .....*[enter name of the Organisation, if other than a Department of the State Government]* for the procurement of Goods as listed below, from manufacturers/ distributors/ authorised dealers/ stockiest/ registered Bidders/ bona-fide dealers~~[strike out which is not applicable]~~ upto .....AM/PM of .....*[Date]*.

S.No.	Name of Article	Specifications (with reference to BIS Code, Patent, ISO, Agmark, Part No. etc.)	Quantity and unit	Price of Bidding Document (Rupees)	Amount of Bid Security (Rupees)	Validity period of Bids	Place of Delivery and Delivery Period
1							
2							
3							

Details may be seen in the Bidding Document at our office or on the website of the State Public Procurement Portal <http://sppp.rajasthan.gov.in> or our website\* [www.rajasthan.gov.in](http://www.rajasthan.gov.in) and may be downloaded from there or obtained from our office on payment of its price in cash/ banker's cheque/ demand draft/ eGRAS\*\*.

*[Designation of the Procuring Entity]*

*\*Strike out if there is no separate website.*

*\*\*Strike out whichever is not applicable*

## Section I: Instructions to Bidders

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**Important Instruction:-***The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act are in force for the Procuring Entities of the State. The said Act and Rules are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. The Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If any discrepancy between the provisions of the Act and the Rules and of this Bidding Document is found at any point of time, the provisions of the Act and the Rules shall prevail over the bidding document.*

<b>1. General</b>			
<b>1.1</b>	<b>Scope of Bid</b>	1.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity, as indicated in the BDS, issues this Bidding Document for the supply of Goods/equipment and Related Services incidental thereto, as has been specified in Section V [Schedule of Supply (SS)]. The Bid includes the e-Bid, i.e. the bid invited online through e-procurement system, following the procedures provided on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> .
		1.1.2	Throughout this Bidding Document: i. the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt; ii. if the context so requires, singular means plural and vice versa; and



			<p>iii. "Day" means calendar day.</p> <p>iv. "E-Bid" means Bid invited online through e-procurement system, following the procedures and processes provided on website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></p> <p>v. "BOQ" means Bill of Quantities format provided to quote rates for the online bid submission.</p>
<b>1.2</b>	<b>Source of Funds</b>	1.2.1	The expenditure on this project..... [Name of Project] will be met by budgetary resources of Government of Rajasthan/ Procuring Entity.
<b>1.3</b>	<b>Code of Integrity</b>	1.3.1	No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government, as per Section 11 of the RTPP Act and Rule 80 of the RTPP Rules. 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, Bidding Forms.
	Conflict of Interest	1.3.2	A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document. The bidders must well acquaint themselves with the provisions of the RTPP Act & Rules in this regard and must act accordingly.
	Breach of Code of Integrity by the Bidder:	1.3.3	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.
<b>1.4</b>	<b>Eligible Bidders</b>	1.4.1	A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] or Consortium. In the case of a Joint Venture or Consortium:-

			<p>(a) all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and</p> <p>(b) a Joint Venture or Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture or Consortium during the Bidding process. In the event the Bid of Joint Venture or Consortium is accepted, either they shall form a registered Joint Venture or Consortium as company/firm or otherwise all the parties to Joint Venture or Consortium shall sign the Agreement.</p>
		1.4.2	<p>A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture or Consortium [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or a country not declared ineligible by Government of India. A Bidder shall be deemed to have nationality of a country, if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.</p>
		1.4.4	<p>A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by -</p> <p>(a) any Procuring Entity, if debarred by the State Government; and</p> <p>(b) a Procuring Entity if debarred by such procuring Entity.</p>
		1.4.5	<p>The Bidder must be manufacturer, or where permitted, distributor, authorised dealer, registered Bidder, bona-fide dealer in the Goods and, if required, he shall furnish necessary proof for the same in the specified format. Where applicable, proof of authorisation by the manufacturer or country distributor in India, shall be enclosed.</p>

		1.4.6	<p>i. Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relieve any former member of the firm, etc., from any liability under the Contract.</p> <p>ii. Nonew partner/partners shall be accepted in the firm by the Bidder in respect of the contract, unless she/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>iii. The status of the lead partner/ representative of the Joint Venture or Consortium as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract.</p>
		1.4.7	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.4.8	In case a prequalification, empanelment or registration process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified, empanelled or registered Bidders.
		1.4.9	Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.
		1.4.10	No Bidder who is not registered under the GST in the State where his business is located shall bid. The GSTIN must be quoted, without which the Bid is liable to be rejected.

1.5	Eligible Goods and Related Services	1.5.1	All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.
		1.5.2	For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, installation, transportation, testing, commissioning, training, and mandated operation and maintenance, as applicable.
		1.5.3	The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
		1.5.4	The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.
		1.5.5	If so required in the Bid Data Sheet (BDS), a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation using the form included in Section IV [Bidding Forms] to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in India.
<b>2. Content of Bidding Document</b>			
2.1	Sections of the Bidding Document	2.1.1	The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].

		<p><b>Part 1: Bidding Procedures</b>          Section I. Instructions to Bidders (ITB)          Section II. Bid Data Sheet (BDS)          Section III. Evaluation and Qualification Criteria          Section IV. Bidding Forms</p> <p><b>Part 2: Supply Requirements</b>          Section V.          (a) Schedule of Supply, installation/ commissioning, Mandatory operation and maintenance, training etc.          (b) Specifications/ conformance to standards, designs and drawings etc.</p> <p><b>Part 3: Contract</b>          Section VI A. General Conditions of Contract [GCC]          Section VI B. Special Conditions of Contract [SCC]          Section VI C. Contract Forms</p> <p>The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.</p> <p>(Note: The Instructions to bidders, bidding forms, General Conditions of Contract and Contract Forms are fixed and no change in them shall be made by the PE, without the explicit prior consent of the FD. However, the BDS, Evaluation and Qualification Criteria, Schedule of Supply, Specifications and Special Conditions of Contract can be amended by the PE as per their requirement for every procurement.)</p>
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		2.1.2	<p>i. The sale of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids and the complete Bidding Document on the State Public Procurement Portal (SPPP) and shall be stopped one day prior to the date of opening of Bids. The prospective Bidders shall be permitted to download the Bidding Document from the SPPP or from the website of the Procuring Entity (if available) and pay its price while submitting the filled-up Bidding Document to the Procuring Entity, or through e-procurement gateway, if the facility is available.</p> <p>ii. The Bidding Document shall be made available to any Bidder who pays the price for it, as specified in the BDS, in cash or by bank demand draft, banker's cheque of a Scheduled Bank, unless the procurement is reserved for any specific category of Bidders.</p> <p>iii. Bidding Document purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa, if permitted in BDS.</p>
		2.1.3	<p>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if these were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.</p>
		2.1.4	<p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.</p>

2.2	<b>Clarification of Bidding Document and Pre-Bid Conference</b>	2.2.1	<p>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, 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, drawing etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, within seven days, provided that such request is received not later than twenty-one (21) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids]. {This time period of 21 days as mentioned above can be reduced by the PE as per the requirement}. The Procuring Entity shall forward copies of its response to all Bidders who have acquired/procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the SPPP and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment of Bidding Document].</p>
		2.2.2	<p>The Bidder or his authorised representative is invited to attend the Pre-Bid Conference, if provided for in the BDS. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.</p>
		2.2.3	<p>The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre-Bid Conference.</p>
		2.2.4	<p>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</p>

			also be placed on the SPPP. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.
		2.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
<b>2.3</b>	<b>Amendment of Bidding Document</b>	2.3.1	Any addendum 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. It shall also be uploaded on the SPPP for prospective bidders to download.
		<b>2.3.2</b>	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo moto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document.
		2.3.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the website of State Public Procurement Portal.
<b>3. Preparation of Bids</b>			
<b>3.1</b>	<b>Cost of Bidding</b>	3.1.1	The Bidders shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conductor or outcome of the bidding process.
		3.1.2	The Bidder shall furnish the attested copies of following documents with its Bid:- i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the Bid, authorizing him to represent all partners of the firm. ii. GSTIN issued by the competent authority and Permanent



			<p>Account Number (PAN) issued by Income-Tax Department.</p> <p>iii. Address of residence and office, telephone numbers e-mail address, if any in case of sole Proprietorship.</p> <p>iv. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid.</p> <p>v. Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture or Consortium.</p>
<b>3.2</b>	<b>Language of Bid</b>	3.2.1	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translations shall govern.</p>
<b>3.3</b>	<b>Documents Comprising the Bid</b>	3.3.1	<p>The Bid shall comprise of two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid, enclosed together in an outer single envelope.</p>
		3.3.2	<p>The Technical Bid shall contain the following :</p> <p>i. Technical Bid Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given Section IV, Bidding Forms;</p> <p>ii. proof of payment of price of Bidding Document, processing fee/ user charges, where applicable, Bid Security, in accordance with ITB Clause 3.13;</p> <p>iii. alternative Technical Bid, if permissible, in accordance with ITB Clause 3.5;</p> <p>iv. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause</p>

			<p>3.14;</p> <ul style="list-style-type: none"> <li>v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's eligibility to bid;</li> <li>vi. documentary evidence in accordance with ITB Clause 3.9, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>vii. documentary evidence in accordance with ITB Clauses 3.10, that the Goods and Related Services conform to the Bidding Document;</li> <li>viii. documentary evidence in accordance with ITB Clause 3.11 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</li> <li>ix. samples, as required or where asked for, and the specifications, installation, testing, commissioning and performance requirements. For installation and commissioning the Bidder should confirm the availability of qualified and experienced technical personnel as required;</li> <li>x. Drawings/ designs in support of the Goods to be supplied;</li> <li>xi. any other document required in the BDS; and</li> <li>xii. any other document considered necessary by the bidder to strengthen the Bid submitted.</li> </ul>
		3.3.3	<p>The Financial Bid shall contain the following:</p> <ul style="list-style-type: none"> <li>i. Financial Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.6 and 3.7;</li> <li>ii. Alternative Financial Bid/ Price Proposal corresponding to the alternative Technical Proposal, if permissible, in accordance with ITB Clause 3.5; and</li> <li>iii. Any other document required in the BDS.</li> </ul>
<b>3.4</b>	<b>Bid Submission Sheets and Price Schedules</b>	3.4.1	<p>The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.</p>
		3.4.2	<p>The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms provided in Section IV, Bidding Forms.</p>

<b>3.5</b>	<b>Alternative Bids</b>	3.5.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered.
<b>3.6</b>	<b>Bid Prices and Discounts</b>	3.6.1	The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedule shall conform to the requirements specified in following Sub-Clauses:
		3.6.2	All items in the Schedule of Supply must be specified/ listed and priced separately in the Financial Schedules. If a Financial Schedule shows items specified/ listed but not priced, these may be marked as Not Quoted.
		3.6.3	The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Discounts, if permitted, shall be shown separately.
		3.6.4	The Bidder shall quote any unconditional discounts, if permitted, and the methodology for their application in the Financial Bid Submission Sheet.
		3.6.5	In Case of International Competitive Bidding, the terms EXW, CIF, CIP, and others similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, on the date of the Invitation for Bids or as specified in the BDS.
		3.6.6	Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this Sub-Clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity.

		<p>This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered:</p> <p>(a) For Goods offered from within India:</p> <ul style="list-style-type: none"> <li>i. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory, or on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</li> <li>ii. Taxes applicable in India and Rajasthan or other payable on the Goods if the Contract is awarded to the Bidder; and</li> <li>iii. The total price FOR at site or place of delivery of the item.</li> </ul> <p>(b) For Goods offered from outside India:</p> <ul style="list-style-type: none"> <li>i. the price of the Goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in India, as specified in the BDS;</li> <li>ii. the price of the Goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS;</li> <li>iii. the total price FOR at site or place of delivery for the item.</li> </ul> <p>(c) For Related Services:</p> <ul style="list-style-type: none"> <li>i. the local currency cost component of each item comprising the Related Services; and</li> <li>ii. the foreign currency cost component, if permitted, of each item comprising the Related Services, inclusive of all statutory taxes, customs duties, sales, service and other similar taxes applicable in</li> </ul>
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			<p>India, payable on the Related Services, if the Contract is awarded to the Bidder.</p>
		<p>3.6.7</p>	<p>Prices quoted by the Bidders shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidders shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustments shall be treated as zero.</p>

		3.6.8	If Bids are being invited for individual contracts (lots) or for any combination of contracts (packages), unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB Clause 3.6.4, provided the Bids for all lots are submitted and opened at the same time.
		3.6.9	All rates quoted must be FOR destination and should include all incidental charges except GST which should be shown separately. No cartage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises of the Procuring Entity.
<b>3.7</b>	<b>Currencies of Bid.</b>	3.7.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.
<b>3.8</b>	<b>Documents Establishing the Eligibility of the Bidder</b>	3.8.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: <ul style="list-style-type: none"> <li>i. complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms];</li> <li>ii. if the Bidder is an existing or intended JV or Consortium in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JV or Consortium as appropriate; and</li> <li>iii. the existing or intended JV shall authorise an individual/partner in one of the firm of the JV to act and commit all the partners of JV for the Bid.</li> </ul>

3.9	<b>Documents Establishing the Eligibility of the Goods and Related Services</b>	3.9.1	To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 1.5 [Eligible Goods and Related Services], Bidders shall complete the country of origin declaration in the Price Schedule Forms included in Section IV [Bidding Forms].
3.10	<b>Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document</b>	3.10.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidders shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Section V, Schedule of Supply and any amendment thereto issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].
		3.10.2	The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions to the provisions of Section V [Schedule of Supply].
		3.10.3	Standards for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Supply, are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
		3.10.4	Bids for articles, if any, specified in Section V [Schedule of Supply] shall be accompanied by two sets of samples of the articles

			bid, where asked for, properly packed. Such samples if submitted personally will be received in the office. Receipt will be given for each sample by the officer receiving the samples. Samples for catering/food items should be given in a suitable/non-contaminating plastic box or in food grade polythene bags at the cost of the Bidder.
		3.10.5	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.
		3.10.6	Approved 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. The samples shall be collected by the Bidder on the expiry of stipulated period. The Procuring Entity shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Procuring Entity and no claim for their cost, etc., shall be entertained.
		3.10.7	Samples not approved shall be collected by the Bidders. The Procuring Entity will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
<b>3.11</b>	<b>Documents Establishing the Qualifications of the Bidder</b>	3.11.1	To establish its qualification to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Section III [Evaluation and Qualification Criteria].



3.12	<b>Period of Validity of Bids</b>	3.12.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		3.12.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 3.13 [Bid Security] it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder accepting the request shall not be required or permitted to modify its Bid.
3.13	<b>Bid Security</b>	3.13.1	Unless otherwise specified in the BDS, the Bidders shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.
		3.13.2	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.
		3.13.3	The Bid Security may be given in the form of cash, banker's cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India or deposit through eGRAS, as specified in BDS.
		3.13.4	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. For the Bid Securing Declaration the Bidders shall use the form included in Section IV [Bidding Forms].

		3.13.5	Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		3.13.6	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
		3.13.7	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
		3.13.8	Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in Clause 3.13.3. The Procuring Entity shall respond promptly to such a request.
		3.13.9	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		3.13.10	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder pursuant to ITB Clause 6.5 [Performance Security].

		3.13.11	<p>The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-</p> <ul style="list-style-type: none"> <li>i. when the Bidder withdraws or modifies his Bid after opening of Bids; or</li> <li>ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time after issue of letter of acceptance/ placement of supply order; or</li> <li>iii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li> <li>iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.5 [Performance Security] in the specified time period after the supply / work order is placed; or</li> <li>v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules and ITB Clause 1.3; or</li> <li>vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5. [Correction of Arithmetical Errors].</li> </ul>
		3.13.12	<p>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.</p>
		3.13.13	<p>The Bid Security of a Joint Venture or Consortium must be in the name of the Joint Venture or Consortium that submits the Bid. If the Joint Venture or Consortium has not been legally constituted at the time of Bidding, the Bid Security shall be submitted in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 3.8.1 [Documents Establishing the Eligibility of the Bidder].</p>

3.14	<b>Format and Signing of Bid</b>	3.14.1	The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid as described in ITB Clause 3.3 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL – FINANCIAL BID". In addition, the Bidder shall submit copies of the Technical Bid and the Financial Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - FINANCIAL BID". In the event of any discrepancy between the original and the copies, the original shall prevail. The original and copies of Bid shall be properly bound. All pages shall be serially numbered.
		3.14.2	The original and all copies of the Bid shall be typed or written in ink and its all pages shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder/JV. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
		3.14.3	Any amendment such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
<b>4. Submission and Opening of Bids</b>			
4.1	<b>Sealing and Marking of Bids</b>	4.1.1	Bidders may submit their Bids by post or by hand or directly dropped in the Bid Box, where provided but if so specified in the Bidding Documents, Bidders shall submit their Bids electronically only. Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-Procurement Portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> .
		4.1.2	The Bidder shall enclose the original of the Technical Bid, the original of the Financial Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative bids, if permitted in accordance with ITB Clause 3.5, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL – FINANCIAL BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... – FINANCIAL BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single outer envelope.

		4.1.3	<p>The inner and outer envelopes shall-</p> <ul style="list-style-type: none"> <li>(a) bear the name and complete address along with telephone/ mobile number of Bidder;</li> <li>(b) bear complete address of the Procuring Entity with telephone number, if any;</li> <li>(c) bear the specific identification of the bidding process pursuant to Notice Inviting Bids and the date and time of submission of Bid. Any additional identification marks as specified in the bidding document be also indicated; and</li> <li>(d) The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to be opened before the time and date for the opening of Technical Bids, as specified in ITB Clause 4.5 and Notice Inviting Bids.</li> <li>(e) The inner envelopes containing the Financial Bids shall bear a warning not to be opened until advised by the Procuring Entity in accordance with ITB Clause 4.5.</li> </ul>
		4.1.4	<p>If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility about its consequences including misplacement and premature opening of the Bid.</p>
		4.1.5	<p>Alternative Bids, if permissible in accordance with ITB Clause 3.5.1 [Alternative Bids], shall be prepared, sealed, marked, and delivered with the inner envelopes marked in addition "ALTERNATIVE BID No: ....", as appropriate.</p>
<b>4.2</b>	<b>Deadline for Submission of Bids</b>	4.2.1	<p>Bids shall be received, by the person designated for the purpose by the Procuring Entity or directly dropped in the Bid Box, or submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof.</p>

4.3	Late Bids	4.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 4.2.1. Such Bid shall be declared late, rejected, and returned unopened to the Bidder.
4.4	Withdrawal, Substitution and Modification of Bids	4.4.1	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 authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 3.14.2 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be: <ul style="list-style-type: none"> <li>i. submitted in accordance with ITB Sub-Clauses 3.14 [Format and Signing of Bid] and 4.1 [Sealing and Marking of Bids], the respective inner and outer envelope shall be clearly marked "WITHDRAWAL", "SUBSTITUTION", or "MODIFICATION" and</li> <li>ii. received by the Procuring Entity prior to the deadline specified by the Procuring Entity for submission of Bids in accordance with ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids].</li> </ul>
		4.4.2	Bid Proposals that are withdrawn in accordance with ITB Sub-Clause 4.4.1 [Withdrawal of Bids] shall be returned unopened to the Bidders.
		4.4.3	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.12. [Period of Validity of Bids] or any extension thereof.
4.5	Bid Opening	4.5.1	The sealed Bid box shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorised representatives, who choose to be present.

		4.5.2	The Bids receiving person shall also hand over all the Bids received by him up to the time and date for submission of Bids to the Convener of Bids opening committee and obtain his signature in the Bids receipt register.
		4.5.3	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		4.5.4	If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
		4.5.5	<p>The Bids shall be opened by the Bids opening committee in the presence of the Bidders or their authorised representatives who choose to be present. All outer envelopes and inner envelopes containing Technical Bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed, and then opened. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the Bid envelope has been taken for opening and 'n' denotes the total number of Bids received by specified time.</p> <p>The Financial Bids will remain unopened and will be held in custody of the Procuring Entity until the time of opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity.</p>
		4.5.6	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. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.

		4.5.7	<p>First, envelopes marked as “WITHDRAWAL” shall be opened, read out, and recorded and the envelope containing the corresponding Technical Bid shall not be opened, but returned to the Bidder. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Bid shall be opened.</p> <p>Next, envelopes marked as “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/ or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.5.5. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.</p> <p>Outer envelopes marked as “MODIFICATION” shall be opened thereafter. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.5.5.</p>
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		4.5.8	<p>All other envelopes containing the Technical Bids/ Proposals shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> <li>i. the name of the Bidder;</li> <li>ii. whether there is a modification or substitution;</li> <li>iii. whether proof of providing Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document, user charges or processing fee, where applicable, have been enclosed;</li> <li>iv. any other details as the Bids opening committee may consider appropriate.</li> </ul> <p>After all the Bids have been opened, they shall be initialed and dated on the first page and other important papers of the each Bid by the members of the Bids opening committee.</p>
		4.5.9	<p>Only Technical Bids including alternative Technical Bids, if permitted, which are read out and recorded at the bid opening shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, processing fee or user charges (in case of e-procurement) and Bid Security.</p>
		4.5.10	<p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the proof of payment of price of Bidding documents, processing fee or user charges and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids opening committee shall also sign the record with date.</p>
		4.5.11	<p>After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the opening of the</p>

			Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Procuring Entity. Bidders shall be given reasonable notice of the date of opening of Financial Bids.
		4.5.12	The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document and return their Financial Bids unopened after signing of the Contract agreement with the successful bidder.
		4.5.13	The Procuring Entity shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity.
		4.5.14	All envelopes containing the Financial Bids shall be opened one at a time. After all the Bids have been opened, they shall be initialed and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee. The original and additional copies of the Bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall also be signed to make it clear that such alteration, etc. were existing in the Bid at the time of opening.
		4.5.15	The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price (per lot, if applicable), any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and

			effect of the record. The members of the Bids opening committee shall also sign the record with date.
<b>5 Evaluation and Comparison of Bids</b>			
<b>5.1</b>	<b>Confidentiality</b>	5.1.1	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.
		5.1.2	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.
		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
		5.1.4	In addition to the restrictions specified in section 49 of 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.
<b>5.2</b>	<b>Clarification of Technical or Financial Bids</b>	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.

		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
<b>5.3</b>	<b>Deviations, Reservations and Omissions in Technical or Financial Bids</b>	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: 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.
<b>5.4</b>	<b>Nonmaterial Nonconformities in Technical or Financial Bids</b>	5.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
		5.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to 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. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

5.5	<b>Correction of Arithmetical Errors in Financial Bid</b>	5.5.1	<p>Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <ol style="list-style-type: none"> <li>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 prices shall prevail and the total prices 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 prices shall be corrected;</li> <li>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</li> <li>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.</li> </ol>
		5.5.2	<p>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.</p>
5.6	<b>Preliminary Examination of Technical or Financial Bids</b>	5.6.1	<p>The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.</p>
		5.6.2	<p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :</p> <ol style="list-style-type: none"> <li>i Bid is signed, as per the requirements listed in the Bidding Document;</li> <li>ii Bid has been sealed as per instructions provided in the Bidding Document;</li> </ol>

			<ul style="list-style-type: none"> <li>iii Bid is valid for the period, specified in the Bidding Document;</li> <li>iv Bid is accompanied by Bid Security or Bid Securing Declaration;</li> <li>v Bid is unconditional and the Bidder has agreed to give the required performance Security;</li> <li>vi. Bid is submitted in the required Bidding Forms as per Section IV [Bidding Forms];</li> <li>vii. Price Schedules in the Financial Bid are in accordance with ITB Clauses 3.4 [Bid Submission Sheets and Price Schedules], and ITB Clause 3.6 [Bid Prices and Discounts] and where permitted, Alternative Bids in terms of ITB Clause 3.5 [Alternative Bids];</li> <li>viii. written confirmation of authorisation to commit the Bidder;</li> <li>ix. Manufacturer’s Authorisation, if applicable;</li> <li>x. Declaration by the Bidder in compliance of Section 7 and 11 of the Act;</li> <li>xi. other requirements, as specified in the Bidding Document are fulfilled.</li> </ul>
<b>5.7</b>	<b>Responsiveness of Technical or Financial Bids</b>	5.7.1	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, as defined in ITB Clause 3.3 [Documents Comprising the Bid].
		5.7.2	<p>A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) if accepted, would- <ul style="list-style-type: none"> <li>i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or</li> <li>ii. limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity’s rights or the Bidder’s</li> </ul> </li> </ul>

			obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		5.7.3	The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.
		5.7.4	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, reservation, or omission.
<b>5.8</b>	<b>Examination of Terms and Conditions of the Technical or Financial Bids</b>	5.8.1	The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SC have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and 3.10 [Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document], to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document], have been met without any material deviation or reservation.

<b>5.9</b>	<b>Evaluation of Qualification of Bidders in Technical Bids</b>	5.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.11 [Documents Establishing the Qualification of the Bidder], and in accordance with the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.
<b>5.10</b>	<b>Price and/ or Purchase Preference</b>	5.10.1	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 NIB.
<b>5.11</b>	<b>Evaluation of Financial Bids</b>	5.11.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
		5.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5. [Correction of Arithmetical Errors]; iii. price adjustment due to discounts offered, if permitted, in accordance with ITB Sub-Clause 3.6.4 [Bid Prices and Discounts]; and iv. price and/ or purchase preference in accordance with ITB Clause 5.10 [Price and/ or Purchase Preference] v. price adjustment due to application of all the evaluation criteria specified in Section III [Evaluation and Qualification Criteria]. These criteria



			may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Section III [Evaluation and Qualification Criteria].
		5.11.4	<p>i. Unless otherwise specified in BDS, 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 specified in Section V [Schedule of Supply], including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.</p> <p>ii.</p>
<b>5.12</b>	<b>Comparison of Bids</b>	5.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with ITB Clause 5.11 [Evaluation of Financial Bids].
<b>5.13</b>	<b>Post qualification of the Bidder</b>	5.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
<b>5.14</b>	<b>Negotiations</b>	5.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		5.14.2	<p>Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-</p> <p>i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or</p> <p>ii. when the rates quoted vary considerably and</p>

			considered much higher than the prevailing market rates.
		5.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.14.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		5.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

5.15	<b>Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids</b>	5.15.1	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.
<b>6. Award of Contract</b>			
6.1	<b>Procuring Entity's Right to Vary Quantities</b>	6.1.1	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
		6.1.2	Repeat order for additional quantities may be placed within one month of completion of the supply. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods may be proportionately increased.
6.2	<b>Dividing quantities among more than one Bidder at the time of award</b>	6.2.1	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. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

6.3	<b>Acceptance of the successful Bid and award of contract</b>	6.3.1	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.
		6.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		6.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.3.4	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 set out in Section III, Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		6.3.5	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.
		6.3.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
6.4	<b>Signing of Contract</b>	6.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a

			binding contract.
		6.4.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.4.3	The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
<b>6.5</b>	<b>Performance Security</b>	6.5.1	Performance Security shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
		6.5.2	The amount of Performance Security shall be five percent, or as specified in the BDS, 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, if otherwise not specified in BDS.
		6.5.3	Performance Security shall be furnished in one of the following forms- i. deposit through eGRAS; or ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or

			<p>iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>iv. Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Clause 3.13 [Bid Security]; or</p> <p>v. Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p>
		6.5.4	<p>Performance Security furnished in the form of a document mentioned at options (ii) to (v) of Sub-Clause 6.5.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and / or maintenance and defect liability period, if any.</p>
		6.5.5	<p>Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.</p>
		6.5.6	<p>Forfeiture of Performance Security: The amount of Performance Security in full or part</p>

			<p>may be forfeited in the following cases:-</p> <ul style="list-style-type: none"> <li>i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time period; after issue of letter of acceptance/ placement of supply order; or</li> <li>ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li> <li>iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or</li> <li>iv. When any terms and conditions of the contract is breached; or</li> <li>v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or</li> <li>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</li> </ul> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
<p><b>7. Grievance Handling Procedure during Procurement Process (Appeals)</b></p>			
<p><b>7</b></p>	<p><b>Grievance handling procedure during procurement process</b></p>	<p>7.1</p>	<p>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 BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in <b>Appendix A</b> to these ITB.</p>

## **Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**

### **(1) Filing an appeal**

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

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties. If the Second Appellate Authority is unable to dispose of the appeal within the aforesaid period, he shall record reason for the same.

### **(2) Appeal not to lie in certain cases**

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the bidding process;
- (c) the decision of whether or not to enter into negotiations;



- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**(3) Form and procedure of filing an appeal**

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

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

**Annexure**

**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)

7. Prayer:

.....  
.....

Place .....

Date .....

Appellant's Signature

## Section II: Bid Data Sheet

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<b>1.</b>	<b>Introduction</b>
<b>ITB 1.1.1</b>	The number of the Notice Inviting Bids is _____ The Procuring Entity is _____ _____
<b>ITB 1.2.1</b>	The expenditure on this subject matter of procurement will be met by budgetary resources of _____ _____ _____ The Goods and Related Services to be procured are _____ _____
<b>ITB 1.4.1</b>	Joint Venture / Consortium will / will not be allowed _____
<b>ITB 1.5.5</b>	The authorisation from the Manufacturer of the Goods that the Bidder has been duly authorised to supply the Goods indicated in its Bid is required/ not required _____
<b>2.</b>	<b>Bidding Document</b>
<b>ITB 2.1.3</b>	The price of the Bidding Document is Rupees _____
<b>ITB 2.2.1</b>	For <b>clarification purposes</b> only, the Procuring Entity's address is: Attention (Name with Designation) : _____ _____ Complete Address with Floor and Room Number : _____ _____ City _____ PIN Code: _____ Telephone No. with STD Code: _____ Facsimile number: _____ Email address: _____
<b>ITB 2.2.2</b>	A Pre-Bid conference will be held/ not held. If it will be held, the time and date

	will be: _____ and other details are: Name _____ and _____ Designation _____ of _____ the convener _____ Complete Address with Floor and Room Number: _____ _____ City: _____ PIN Code: _____ Telephone No. with STD Code: _____ Facsimile number: _____ Email address: _____
<b>3.</b>	<b>Preparation of Bids</b>
<b>ITB3.2.1</b>	The language of the Bids (English/ Hindi/ Both): _____
<b>ITB3.3.2</b>	The Bidders shall submit with its Technical Bid the following additional documents:
<b>ITB3.3.3</b>	The Bidders shall submit with its Financial Bid the following additional documents: _____
<b>ITB3.5.1</b>	Alternative Bids are Permitted/ not permitted: _____
<b>ITB 3.6.4</b>	Discounts on award of combination of lots can be offered / Not Offered _____
<b>ITB3.6.5</b>	The Incoterms edition is: _____ For Goods offered from outside India, the Bidders shall quote prices as (EXW/ CIF/ CIP/ FOB etc.): _____
<b>ITB3.6.6( b)</b>	The terms of quoting price are: _____
<b>ITB3.6.7</b>	The prices quoted by the Bidders shall be fixed/ subject to variation _____ _____ (The Contract Price shall be fixed unless the delivery period/ completion period of the Goods and Related Services is more than 18 months)
<b>ITB3.7.1</b>	The currency of the Bid, if otherwise than the Indian Rupees, shall be: _____
<b>ITB3.13</b>	The Bid validity period shall be ___ days from the dead line for submission of Bids. (a) A Bid Security/ Bid Securing Declaration shall be required/ not be required _____

	(b) If a Bid Security shall be required, the amount and currency of the Bid Security shall be _____
<b>ITB3.14.1</b>	In addition to the original of the Bid, the number of copies of the Bid required is: _____
<b>ITB3.14.2</b>	The written confirmation of Authorisation to sign on behalf of the Bidders shall consist of (Power of Attorney/ Board Resolution/ Letter of Authorisation written on the Letter Head by the Bidder etc.) : _____
<b>4.</b>	<b>Submission and Opening of Bids</b>
<b>ITB4.1.1</b>	<b>(a) For Bid submission purposes only, the Procuring Entity's address is:</b> Attention (Name with Designation): _____ Complete Address of Office with Floor/Room number: _____ _____ City: _____ PIN Code: _____ Telephone Number with STD Code: _____  <b>(b) Where electronic submission of Bids is mandatory, the address of the web portal is _____</b>
<b>ITB4.2.1</b>	The deadline for Bid submission is: Date: _____ Time: _____
<b>ITB 4.5.1</b>	The Bid opening shall take place at: Complete Address of Office with Floor/Room number: _____ _____ City: _____ Date: _____ Time: _____
<b>5.</b>	<b>Evaluation, and Comparison of Bids</b>
<b>ITB5.10.1</b>	The Price and/ or Purchase preference shall apply/ shall not apply _____ If yes, the formulae are _____
<b>6.</b>	<b>Award of Contract</b>
<b>ITB 6.2.1</b>	Whether the quantity can be divided among more than one Bidders at the



	price and conditions of the lowest evaluated Bid (Yes/ No)_____
<b>ITB 6.4.1</b>	The period within which the contract agreement is to be executed and performance Security is to be submitted is _____ days.
<b>ITB6.5.1</b>	Whether Performance Security/ Performance Security Declaration shall be required (Yes/ No): _____
<b>ITB6.5.2</b>	If the answer to ITB 6.5.1 is yes. the amount/ rate of Performance Security (for the Bidders other than those specified in ITB 6.5.2) shall be : _____
<b>7.</b>	<b>Grievance handling procedure during Procurement Process</b>
<b>ITB 7.1.1</b>	(a) The Designation and complete Address of First Appellate Authority, including Room Number and Floor No., if any, is: _____ _____ _____
	(b) The Designation and complete Address of Second Appellate Authority, including Room Number and Floor No., if any, is: _____ _____ _____

## Section III : Evaluation and Qualification Criteria

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## A. Evaluation Criteria

### 1. Scope

#### 1.1 Local Handling and Inland Transportation

If the Procuring Entity wishes to consider during bid evaluation the costs for inland transportation, insurance, and other services within India incidental to delivery of the goods to their final destination, then

- (a) the Procuring Entity must define these service items in Section V, Schedule of Supply, List of Goods and Related Services; and
- (b) Bidders must be required to quote for these service items as part of their bid price in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN INDIA provided in Section IV, Bidding Forms.

In such case, the following provision should be used:

**[Insert: "Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section V, Schedule of Supply, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN INDIA provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Procuring Entity on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price."]**

### 2. Multiple Contracts

If Goods and Related Services are grouped in multiple lots, the following provision must be used:

**[Insert: "Goods are grouped in lots. The Procuring Entity will evaluate and compare Bids on the basis of a lot, or a combination of lots, or a total of lots in order to arrive at the least cost combination for the Procuring Entity by taking into account discounts offered by Bidders in case of award of multiple contracts."]**

If a bidder submits successful bids for multiple lots (lowest evaluated substantially responsive bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to: **[Procuring Entity to list here the qualifying requirements set for individual contracts, i.e., Production capacity, Size of Operation, Financial Position]**.

### 3. Technical Criteria

These criteria should specify the minimum technical level that the Goods and Related Services shall have in order

to comply with the Section V, Schedule of Supply. Whenever possible, these criteria should be evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated.

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. An example of such non-substantive deficiency is the case of an auxiliary motor of which the power rating falls short of that specified, or a proposal to supply cross-ply tires for a vehicle instead of radial-ply as specified. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the non-conforming items or components deducted.

**[Alternative 1. Insert: "No deviation in technical requirements specified in Section V, Schedule of Supply shall be accepted."**

**Alternative 2. "The cost of all quantifiable acceptable deviations or deficiencies from the technical requirements as specified in Section V, Schedule of Supply shall be evaluated. The Procuring Entity will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids"]**

#### **4. Economic Criteria**

The economic criteria are most important when evaluating a Bid. In most cases, they are the only criteria for evaluating Bids that have passed the technical evaluation. Price, however, may not be the only criterion, as there could be other criteria that may be expressed in monetary terms. For energy consuming equipment and facilities, adjustment for efficiency over and above the minimum functional guarantees specified in the specifications (e.g. generators, pumps), losses (e.g. transformers), and future operating costs of the equipment may be taken into account in the determination of the evaluated Bid Price. The financial cost for these adjustments (added to or deducted from the Bid Price as the case may be) shall be made only when it is specified in the Bidding Document that these functional guarantees and projected operating costs are factors in bid evaluation. The methods of calculation for these evaluation factors shall be clearly specified in the Bidding Document. Deviations from the specified manner of cost calculation shall not be introduced.

Examples of such criteria appear below:

##### **4.1 Adjustment for Deviations from the Terms of Payment**

The Procuring Entity must state here whether deviations from the terms of payment as specified in Special Conditions of Contract are permitted or not. If permitted, the Procuring Entity shall evaluate deviations from the terms of payment in the following manner. The Procuring Entity shall first evaluate the Bids based on the terms of payment specified in the Special Conditions of Contract. The Procuring Entity shall then add an adjustment to the Bid Price to take into account the differences in cash flows. The adjustments shall be calculated as the discounted cash flow of the incremental payments of the alternative compared with those of the terms of payment specified by the Procuring Entity.

[Alternative 1. Insert: "Deviations from the Terms of Payment as specified in Special Conditions of Contract are not permitted."]

[Alternative 2. Insert: "Bids offering payment terms which differ from those specified in the Special Conditions of Contract will be accepted but the Bids will be adjusted in the evaluation by adding the cost of the interest involved at the rate of (... specify rate applicable)."]

#### 4.2 Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedules specified in Section V, Schedule of Supply. The Procuring Entity must state here whether deviations from the specified Delivery and Completion Schedule are permitted or not. If permitted, the Procuring Entity shall evaluate deliveries by adding the corresponding price adjustment in accordance with the procedure outlined below.

[Alternative 1. Insert: "Deviations from the Delivery and Completion Schedule specified in Section V, Schedule of Supply, are not permitted."]

[Alternative 2. Insert: "The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedules specified in Section V, Schedule of Supply. No credit will be given for earlier completion. Bid offering late contract performance schedules will be accepted but the Bid shall be adjusted in the evaluation by adding to the Bid Price at the rate of (... specify percentage) of the Bid Price for each day of delay. Bid offering delivery schedules beyond (... specify time limit) of the dates specified in Section V, Schedule of Supply, shall be rejected."]

#### 4.3 Operating and Maintenance Costs

The Operating and Maintenance costs (O&M) need to be taken into account for bid evaluation purposes when such costs over the lifecycle of the Goods represent an important cost in relation to the capital or investment cost of the Goods. Different technologies may involve large variations in the capital costs of the Goods and the costs associated with their O&M. Normally, more elaborate technologies and materials used in the manufacturing of the Goods involve higher investment costs and lower O&M costs. O&M costs are evaluated at their present value over the life cycle of the Goods and then added to the price of the Goods.

Typical O&M cost factors for calculation are:

- (a) Number of years for initial period of operation. It is recommended that the initial period of operation does not exceed the usual period before a major overhaul of the Goods is required, usually between five and ten years. The load or working cycle (hourly, daily, monthly, seasonal) of the Goods shall be as specified by the Procuring Entity.
- (b) Operating costs such as fuel, electricity, spare parts, labour and/or other inputs required for the operation of the Goods.

- (c) Rate, in percent, to be used to discount to present value, all of the annual future costs calculated under (b) above for the period specified in (a).

**[Insert procedures to be used]**

#### 4.4 Spare Parts

Only those spare parts and tools which are specified on an item-wise basis in the List of Goods and Related Services in Section V, Schedule of Supply, shall be taken into account in the bid evaluation. Supplier-recommended spare parts for a specified operating requirement shall not be considered in bid evaluation.

**[Insert: “The list of items and quantities of (...specify spare parts, tools, major assemblies, and selected components), likely to be required during the initial period (... specify period) of operation is indicated in Section V, Schedule of Supply. The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price.”]**

#### 4.5 Performance and Productivity of the Goods

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in Section V, Schedule of Supply, and the corresponding value guaranteed by the Bidder in its Bid. The method of calculation shall be the following:

**[Insert detailed description of the methodology]**

### 5. Price and / or Purchase Preference

- (1). Price being equal, preference in procurement of goods will be given in the following order:-

**Firstly-** to articles which are produced in India in the form of raw materials or are manufactured in India from raw-materials produced in India, provided that the quality is sufficiently good for the purpose.

**Secondly-** to articles wholly or partially manufactured in India from imported materials, provided that the quality is sufficiently good for the purpose.

**Thirdly-** to articles of foreign manufacture held in stock in India, provided that they are of suitable type and requisite quality.

**Fourthly-** to articles manufactured abroad which need to be specially imported (preference to be given to offers received for supply through India based establishments).

- (2). In comparing the rates quoted by firms from outside Rajasthan and those in Rajasthan but not entitled to Price Preference under ITB Clause 5.10, the element of Rajasthan VAT shall be excluded whereas that of Central VAT/ Central Sales Tax shall be included for comparison of rates.

- (3). Price and/ or Purchase Preference shall be given in evaluation of Bids and award of Contract in following manner:-

*[Insert the latest Policy of the State Government regarding Price and/ or Purchase Preference applicable to the Department/ Organisation].*

- (4) In case of International Competitive Bidding (ICB), the Procuring Entity shall grant Price preference to bid offering goods manufactured in India, when compared to bid offering such goods manufactured elsewhere, as per the policy of the State Government. The nationality of the manufacturer or supplier will not be a condition for such eligibility.

## B. Qualification Criteria

For the procurement of ordinary, readily available, off-the-shelf items, a thorough checking of the qualification of the bidders may not be necessary, apart from ensuring that the technical specifications are met, and that the goods, equipment or machinery has been sufficiently tested in practical terms.

If there is a need to ensure that the lowest-evaluated Bidder has the necessary qualifications to successfully fulfill its obligations under the contract, the Procuring Entity may specify appropriate qualification criteria in this section.

Depending on the nature of the procurement, taking money and time at risk into account, Bidders' qualifications regarding critical aspects of their financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract may need to be examined. It will be necessary to seek only information essential to determine the Bidder's capabilities to execute the contracts satisfactorily. All these criteria shall be evaluated on a pass/fail basis only. Minimum acceptable levels with regard to Bidders' experience in supplying goods and related services with comparable technical parameters, its manufacturing and installation capacity, its financial capability and other factors must be defined.

The following criteria may be used individually or in combination to establish one or several critical qualifications of the Bidder:

### 1. Size of Operation

Average annual turnover (converted into Indian Rupees) defined as the total payments received by the Bidder for contracts completed or under execution over the last ..... [number] years.

### 2. Contractual Experience

Number of contracts successfully completed as main supplier within the last ... .. [number] years. Value, nature, and complexity of these contracts should be comparable to the contract to be let.

### 3. Technical Experience

Goods offered have been in production for at least ..... [number] years and a minimum of ..... [number] units of similar capacity have been sold and have been in operation satisfactorily for at least

..... [number] years.

**4. Production Capacity**

Minimum supply and/or production capacity required to assure that the Bidder is capable of supplying the type, size, and quantity of the Goods required. Other existing commitments of the Bidder for supply of the Goods be also taken into account.

**5. Financial Position**

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three years.

**6. Cash flow Capacity**

Availability for access to liquid assets, lines of credit, and other finances sufficient to meet any possible cash flow requirement which may arise during the execution of the contract. This should in appropriate cases also take into account the Bidder's commitments for other contracts.

**7. Litigation History**

All pending claims, arbitration, or other litigation shall represent in total not more than ..... [percent] of the Bidder's net worth.

**8. Tax Clearance Certificates**

Requirement of VAT/ Sales Tax and other taxes clearance certificates or declaration to be given by the Bidder.

**9. Declaration Regarding Qualifications under Section 7 and Code of Integrity under Section 11 of the Act**

A declaration regarding qualifications of the Bidder as required under Section 7 and Code of Integrity under Section 11 of the Act be given in specified format given in Section IV, Bidding Forms.



## Section IV: Bidding Forms

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## 1. Technical Bid Submission Sheet

### Technical Bid Submission Sheet

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

NIB No.: \_\_\_\_\_  
\_\_\_\_\_ Alt  
ernative No., if permitted: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Document, including Addenda No.:-  
\_\_\_\_\_
- (b) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:  
\_\_\_\_\_
- (c) Our Bid shall be valid for a period of \_\_\_\_\_ 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 \_\_\_\_\_ percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other the eligible countries;
- (f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;

- (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 understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (l) Other comments, if any:

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

## 2. Formats for Qualification Requirements

*[Appropriate formats may be developed by the Procuring Entity as per the requirement of the particular subject matter of procurement]*

### 3. Financial/ Price Bid Submission Sheet

#### Financial Bid Submission Sheet

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

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

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Document, including Addenda No.:-  
\_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:  
\_\_\_\_\_
- (c) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is: \_\_\_\_\_
- (d) The discounts offered, if permitted and the methodology for their application are:  
\_\_\_\_\_
- (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) Other comments, if any:

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**4. Price Schedule for Goods to Be Offered from within India**

**Price Schedule for Goods  
 To Be Offered From Within India**  
*(the format may be modified if deemed necessary)*

Name of Bidder \_\_\_\_\_ NIB Number \_\_\_\_\_

Item No	Name and Description of the Item	Country of Origin (Attach a copy of certificate if the country is other than India)	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price for the item (5 x 6)	Sales and Other Taxes for the item	Related services like transportation, insurance installation, commissioning, testing, training, maintenance etc. including taxes, if not included in Column 6	Total Price for the Item including Taxes (7+8+9)
1	2	3	4	5	6	7	8	9	10
<b>Total Amount in Rupees (In figures and words)</b>									

**Notes:**

Column 4: To be used in case of ICB.

Domestic Value Added comprises domestic labour, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Prices shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in India if Contract is awarded

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### 5. Price Schedule for Goods to Be Offered From Outside India

**Price Schedule for Goods  
 To Be Offered From Outside India**  
*(the format may be modified if deemed necessary)*

Name of Bidder \_\_\_\_\_ NIB Number \_\_\_\_\_

Item No.	Name and Description of the Item	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF(...) or CIP(...): including installation, commissioning, testing, etc., if any.	Unit Price FOB(...) or FCA(...): including installation, commissioning, testing, if any.	Total Price CIF for the Item (4 x 5)	Total Price FOB or FCA for the item (4 x 6)
1	2	3	4	5	6	7	8
<b>Total Amount</b>							

**Notes:**

Column 5 and 6: Incoterms in accordance with ITB Clause 3.6.5

Currency in accordance with ITB Clause 3.7.1

The conversion of other currencies to Indian Rupees shall be on RBI selling rates prevailing 28 days before the last date of submission of the Bids.

Column 6: Only to be used if the Procuring Entity wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated Bid must be on the basis of the CIF or CIP price, but the Procuring Entity may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.



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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### 6. Price Schedule for Related Services to Be Offered From Outside and Within India

**Price Schedule for Related Services  
 To Be Offered  
 From Outside and Within India**  
*(In case the Price of Related Services is required to be shown separately)  
 (the format may be modified if deemed necessary)*

Name of Bidder \_\_\_\_\_ NIB Number \_\_\_\_\_

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price, including taxes, if any		Total Price, including taxes, if any	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency (4x 5)	Local Currency (4x 6)
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Total Amount in figures and words</b>							

**Notes:**

Column 5 and 6: Currencies in accordance with ITB Clause 3.7.1

Prices are to be quoted inclusive of all custom duties, sales, service and others similar taxes applicable in India and payable on the Related Services, if the Contract is awarded to the Bidder

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

## 7. Bid Security

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

### Bid Security (Bank Guarantee Unconditional) Form of Bid Security

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

**Beneficiary:** *[insert Name and Address of Procuring Entity]*

**Date:** *[insert date]*

**BID GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Notice Inviting Bids No. *[insert NIB number]* ("the NIB"). Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

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

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,
  - (i) failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
  - (ii) failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) has not accepted the correction of arithmetical errors in accordance with the ITB; or
- (d) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

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

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

Signed: \_\_\_\_\_

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

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

***[insert complete name of person signing the Bid Security]***

In the capacity of: \_\_\_\_\_

***[insert legal capacity of person signing the Bid Security]***

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

***[insert name of the Bank]***

Dated on        day of        ,

***[insert date of signing]***

Bank's Seal \_\_\_\_\_

***[affix seal of the Bank]***

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

—

## 8. Bid Securing Declaration

### Form of Bid Securing Declaration

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

Bid No.: *[insert number of bidding process]*

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

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

We, the undersigned, declare that:

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

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

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
  - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
  - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS,
- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: \_\_\_\_\_

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

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

***[insert complete name of person signing the Bid-Securing Declaration]***

In the capacity of: \_\_\_\_\_

***[insert legal capacity of person signing the Bid-Securing Declaration]***

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

***[insert complete name and address of the Bidder]***

Dated on        day of        ,

***[insert date of signing]***

Corporate Seal \_\_\_\_\_

***[affix corporate seal of the bidder]***

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

**9. Manufacturer's Authorisation (In case of procurement valuing more than rupees 10 lakh)**

**Manufacturer's Authorisation**

*(To be given on the letter head of the Manufacturer)*

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

NIB No.: \_\_\_\_\_

Alternative No., if applicable: \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS

We, who are official manufacturers of \_\_\_\_\_

\_\_\_\_\_ having

factories at \_\_\_\_\_

\_\_\_\_\_ do hereby

authorise \_\_\_\_\_

\_\_\_\_\_ to submit

a \_\_\_\_\_ Bid

in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract:

\_\_\_\_\_

We hereby extend our full guarantee/warranty in accordance with Clause 4.6 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.



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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorised to sign the Authorisation for and on behalf of (Manufacturer):

\_\_\_\_\_

Manufacturer's seal: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

### 10. Declaration by Bidder (In case of procurement valuing upto rupees 10 lakh)

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

NIB No.: \_\_\_\_\_

Alternative No., if applicable: \_\_\_\_\_

#### Declaration

I/We a legally constituted firm.....and represented by .....  
declare that I am/ we are Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/  
bonafide dealers in the Goods and Related Services for which I/We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be  
taken, my/our Bid Security may be forfeited in full and the Bid if any to the extent accepted may be  
cancelled.

Signed: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

## 11. Declaration by the Bidder under Section 7 and 11 of the Act

### Declaration by the Bidder

In relation to our Bid submitted to ..... *[enter designation and address of the procuring entity]* for procurement of ..... *[insert name of the Goods]* in response to their Notice Inviting Bids No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

## Section V: Schedule of Supply

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**1. List of Goods and Related Services**

<b>Lot No.:</b> [if applicable]				
<b>Lot Name:</b> [if applicable]				
<b>Item No.</b>	<b>Name of Goods or Related Services</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Quantity</b>

<b>Lot No.:</b> [if applicable]				
<b>Lot Name:</b> [if applicable]				
<b>Item No.</b>	<b>Name of Goods or Related Services</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Quantity</b>

<b>Lot No.:</b> [if applicable]				
<b>Lot Name:</b> [if applicable]				
<b>Item No.</b>	<b>Name of Goods or Related Services</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Quantity</b>

## 2. Delivery and Completion Schedule

Item No	Description of Goods or Related Services	Delivery Schedule (Duration)	Location For delivery of Goods or Completion of Related Services	Scheduled Arrival Date of Goods / or Completion of Related Services

**Note :** The delivery period starts as of .....(the date of issue of Letter of Acceptance/date of signing of Contract/date of opening of letter of credit, any other date, as applicable.)

### 3. Technical Specifications

Item No.	Name of Goods or Related Services	Technical Description, Specifications and Standards (BIS / ISO / others)	Whether Samples are Required

#### 4. Drawings

These Bidding Documents include the following drawings:

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

List of Drawings		
Drawing No.	Title of drawing	Purpose



## 5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

<b>List of Inspections, Trials and Tests</b>		
<b>Line Item No</b>	<b>Brief Description of Item</b>	<b>Description of Inspection and/ or Trial and/ or Test for full conformance of the product to the specifications given in Bidding Document and/ or to the Samples,</b>

**Notes:**

- The Supplier shall bear the cost of all sampling and testing, and/ or pre-despatch inspections at its premises.
- Samples shall be picked up by the Procuring Entity from the lot offered for supply.
- Pre-despatch inspections and testing shall be offered by the Supplier about 15 days before the scheduled date of despatch.

# Section VI A: General Conditions of Contract

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<b>1. Introduction</b>			
<b>1.1</b>	<b>Definitions</b>	<b>1.1.1</b>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>i. 'Act.' Means the Rajasthan Transparency in Public Procurement Act., 2012</p> <p>ii.</p> <p>“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>iii. “Contract” means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein.</p> <p>v. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.</p> <p>v. “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>vi. “Day” means calendar day.</p> <p>vii.</p> <p>“Delivery” means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.</p> <p>viii.</p> <p>“GCC” means the General Conditions of Contract</p> <p>ix. “Goods” means all of the commodities, raw material, machinery and equipment, documents, guarantees/warranties and/or other</p>

			<p>materials that the Supplier is required to supply to the Procuring Entity under the Contract.</p> <p>x. "Procuring Entity" means the Entity procuring the Goods and Related Services, as specified in the SCC.</p> <p>xi. "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance, commissioning of equipment or machinery and others similar obligations of the Supplier under the Contract.</p> <p>xii. 'Rules' means the Rajasthan Transparency in Public Procurement Rules, 2013</p> <p>xiii. "SCC" means the Special Conditions of Contract.</p> <p>xiv. "Subcontractor" means any natural person, private or government Entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>xv. "Supplier" means the natural person, private or government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.</p> <p>xvi. "The Site," where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the SCC.</p>
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1.2	Interpretation	1.2.1	<p>In the Contract, except where the context requires otherwise</p> <ul style="list-style-type: none"> <li>i. words indicating one gender include all genders;</li> <li>ii. words indicating the singular also include the plural and words indicating the plural also include the singular;</li> <li>iii. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;</li> <li>iv. “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</li> <li>v. the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.</li> <li>vi. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</li> </ul>
<b>2. General</b>			
2.1	General Terms	2.1.1	<p><b>Incoterms</b></p> <p>In case of International Competitive Bidding :</p> <ul style="list-style-type: none"> <li>i. The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</li> <li>ii. EXW, CIF, CIP, and others similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.</li> </ul>

		2.1.2	<p><b>Entire Agreement</b>                  The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the GCC, SCC, bidding forms, schedules, appendices, all attachments listed in the agreement.</p>
		2.1.3	<p><b>Amendment</b>                  No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.</p>
		2.1.4	<p><b>Non-waiver</b>                  i. Subject to GCC Sub-Clause (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or in 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 a waiver of any subsequent or continuing breach of Contract.                  ii.                  Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
		2.1.5	<p><b>Severability</b>                  If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability</p>

			shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
<b>2.2</b>	<b>Contract Documents</b>	2.2.1	Subject to the order of precedences set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.
<b>2.3</b>	<b>Code of Integrity</b>	2.3.1	<p>It is required that the Supplier observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Supplier along with its Sub-Suppliers and all their personnel shall-</p> <p>(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 performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(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 and performance of the Contract;</p>



			<p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <p>i.              “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>ii.              “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>iii.              “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>iv.              “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p>
		2.3.2	The Procuring Entity shall take legal action

			against the Supplier under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract.
		2.3.3	The Suppliers shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.
<b>2.4</b>	<b>Language</b>	2.4.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the languages specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages in the languages specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		2.4.2	The Suppliers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
<b>2.5</b>	<b>Notices</b>	2.5.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form or electronic form with proof of receipt.
		2.5.2	A Notice shall be effective when delivered or on the eNotice's effective date, whichever is later.

2.6	<b>Governing Law</b>	2.6.1	The Contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.
2.7	<b>Specifications and Standards</b>	2.7.1	<p>Technical Specifications and Drawings:</p> <p>i.                  The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract</p> <p>ii.                  The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity. The reasons for such disclaimer shall have to be explained by the Supplier.</p> <p>iii. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and shall bear such marks. When no applicable standard is mentioned, the Goods and Related Services supplied shall be of the best quality and the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.</p>
		2.7.2	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied on

			ly after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 3.4.
		2.7.3	The supply of articles specified at serial number.....in Section V, Schedule of Supply, shall in addition, conform strictly to the approved samples. The decision of the Procuring Entity whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Supplier.
2.8	<b>Copyright</b>	2.8.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain invested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials or Related Services, the copyright in such materials or related services shall remain invested in such third party.
2.9	<b>Confidential Information</b>	2.9.1	In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Suppliers shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractors such documents, data, and other information it receives

			<p>es from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Suppliers shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.</p> <p>However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party.</p>
		2.9.2	<p>The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Suppliers shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p>
		2.9.3	<p>The obligation of a party under GCC Sub-Clauses 2.9.1 and 2.9.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>i. the Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract;</li> <li>ii. now or hereafter enters the public domain through no fault of that party;</li> <li>iii. can be proved to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> </ul>

			iv. <p>otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p>
		2.9.4	The above provisions of GCC Clause 2.9 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.
		2.9.5	The provisions of GCC Clause 2.9 shall survive completion or termination, for whatever reason, of the Contract.
<b>2.10</b>	<b>Packing and Documents</b>	2.10.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
		2.10.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

		2.10.3	In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
<b>2.11</b>	<b>Insurance</b>	2.11.1	If specified in the SCC, the Goods supplied under the Contract shall be fully insured against theft, destruction or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges shall be borne by the Supplier.
<b>2.12</b>	<b>Transportation</b>	2.12.1	Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the conditions and Incoterms specified in Sections V, Schedule of Supply.
		2.12.2	In case of Supply from within India, the Goods shall be supplied FOR locations specified in Section V, Schedule of Supply. All transportation charges, local taxes, etc. shall be borne by the Supplier.
<b>2.13</b>	<b>Samples, Inspections and Tests</b>	2.13.1	The Procuring Entity or his authorised representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery during manufacturing process or afterwards as may be decided.
		2.13.2	The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.

		2.13.3	<p>The sampling, inspections, and/or tests and/or trials may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or at another place in India as specified in the SCC. All such sampling, inspections and/or testing shall be at the cost of the Supplier. Subject to GCC Sub-Clause 2.13.4, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to specification codes, designs, drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.</p>
		2.13.4	<p>The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/or trials referred to in GCC Sub-Clause 2.13.3, provided that the Procuring Entity bears all of its own costs and expenses incurred in connection with such attendance, like travelling and boarding and lodging expenses.</p>
		2.13.5	<p>Whenever the Supplier is ready to carry out any such tests, and/or trials and/or inspections, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity.</p> <p>The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or trials and/or inspections.</p> <p>The Supplier shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be</p>



			ontacted for the purpose.
		2.13.6	The Procuring Entity may require the Supplier to carry out any tests and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such tests and/or trials and/or inspections shall be added to the Contract Price. Further, if such tests and/or trials and/or inspections impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
		2.13.7	The Suppliers shall provide, the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections.
		2.13.8	Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications and with the approved samples and trials, if any. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
		2.13.9	In case of tests, samples shall be drawn in four sets i

			<p>in the presence of the Supplier or his authorised representative and properly sealed in his presence. One such set shall be given to him, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.</p>
		2.13.10	<p>Testing charges shall be borne by the Procuring Entity in case urgent testing is desired to be arranged by the Supplier. In other cases and in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the Supplier.</p>
		2.13.11	<p>The Procuring Entity may reject any Goods or any part thereof that are received but fail to pass any tests and/or trials and/or inspections or do not conform to the specifications and samples supplied with the Bid, if any. The Supplier shall either rectify or replace such rejected Goods or parts thereof to make alterations necessary to meet the specifications and samples supplied with the Bid if any, within specified time period, at no cost to the Procuring Entity, and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 2.13.5</p> <p>If, however, due to exigencies of Procuring Entity's work, such replacement either in whole or in part, is not considered feasible, the Procuring Entity after giving an opportunity to the Bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates and accept the supply. The</p>

			deductions made shall be final.
		2.13.12	Therejected articles shall be dealt with in accordance with the procedure specified in SCC, otherwise they shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Supplier's risk and on his account.
		2.13.13	The Supplier agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 2.13.7, shall release the Supplier from any warranty/ guarantee, as the case may be, or other obligations under the Contract.
<b>2.14</b>	<b>Change in Laws and Regulations</b>	2.14.1	If the SCC provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, a

			<p>brogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Prices shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p> <p>Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.1.</p>
<b>2.15</b>	<b>Force Majeure</b>	2.15.1	<p>The Suppliers shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
		2.15.2	<p>For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>
		2.15.3	<p>If a Force Majeure situation arises, the Suppliers shall</p>

			<p>all promptly notify the Procuring Entity in writing of such condition and the cause and effect thereof.</p> <p>Unless otherwise directed by the Procuring Entity in writing, the Suppliers shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.</p>
<b>2.16</b>	<b>Assignment</b>	2.16.1	<p>Neither the Procuring Entity nor the Suppliers shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.</p>
<b>3. Contract Details</b>			
<b>3.1.</b>	<b>Joint Venture, Consortium or Association and Changes in the Constitution of the Supplier</b>	3.1.1	<p>If the Supplier is a Joint Venture, Consortium, or Association all the parties shall sign the Contract except in case of the Joint Venture, Consortium or Association is a registered Firm or Company. All the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a lead partner with authority to bind and represent the Joint Venture, Consortium, or Association.</p>
		3.1.2	<p>The structure/composition or the constitution of the Supplier as a firm, joint Venture, Consortium, or Association shall not be altered without the prior consent of the Procuring Entity.</p> <p>i. Any change in the structure/constitution of the firm, etc., shall</p>

			<p>benotified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relieve any former member of the firm, etc., from any liability under the Contract.</p> <p>ii. The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. Any new major stake holder must agree to abide by all terms and conditions of the Contract.</p> <p>iii. No new partner/partners shall be accepted in the firm by the Bidder in respect of the Contract unless she/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p>
<b>3.2.</b>	<b>Subcontracting</b>	3.2.1.	<p>The Supplier shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity. The Supplier shall notify the Procuring Entity in writing of all subcontracts to be awarded under the Contract.</p> <p>Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. The capability details of such subcontractors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether to approve it or not.</p>
		3.2.2.	<p>Subcontractors shall comply with the provisions of GCC Clause 2.3 [Code of Integrity] and Clause 2.9 [Confidential Information].</p>

3.3.	<b>Scope of Supply</b>	3.3.1	The Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Supply.
		3.3.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
3.4.	<b>Change Orders and Contract Amendments</b>	3.4.1	The Procuring Entity may at any time order the Supplier through Notice in accordance GCC Clause 2.5, to make changes, within the general scope of the Contract in any one or more of the following: i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity; ii. the method of shipment and/ or packing; iii. the place of delivery; and iv. The Related Services to be provided by the Supplier.
		3.4.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28)

			days from the date of the Supplier's receipt of the Procuring Entity's change order.
		3.4.3	Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		3.4.4	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.
<b>3.5.</b>	<b>Delivery</b>	3.5.1	Subject to GCC Sub-Clause 3.4, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedules specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
		3.5.2	All Goods must be sent freight paid through Railways or Goods transport. R.R. should be sent under registered cover. In case advance payment is to be made, the RR shall be sent through Bank only.
<b>3.6</b>	<b>Supplier's Responsibilities</b>	3.6.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause



			e3.3 and the Delivery and Completion Schedule, as per GCC Clause 3.5.
<b>3.7</b>	<b>Procuring Entity's Responsibilities</b>	3.7.1	Whenever the supply of Goods or Related Services requires that the Supplier obtain permits, approvals, and important other licenses from local public authorities, the Procuring Entity shall, if so requested by the Supplier, will make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.
<b>3.8</b>	<b>Extension of Time</b>	3.8.1	If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 3.5, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.
		3.8.2	Except in case of Force Majeure, as provided under GCC Clause 2.15, or reasons beyond the control of the Supplier under GCC Clause 3.8.1, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 4.5.
<b>4. Contract Price and Payments</b>			

4.1	<b>Contract Price</b>	4.1.1	The Contract Prices shall be as specified in the Agreements subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
		4.1.2	Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments, if authorised in the SCC.
		4.1.3	Price Adjustment, if applicable, shall be calculated as per Appendix A to the GCC. Price adjustment shall not be applicable in contracts having delivery or completion period of up to 18 months.
4.2.	<b>Terms of Payment</b>	4.2.1.	The terms of payment of the Contract Prices shall be as specified in the SCC.
		4.2.2.	The Supplier's request for payments shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 3.5 and upon fulfillment of all the obligations stipulated in the Contract.
		4.2.3.	Payments should be made promptly by the Procuring Entity, as far as possible, within 30 (Thirty) days after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it. All remittance charges shall be borne by the Supplier.
		4.2.4.	The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees unless otherwise specified in the SCC.
		4.2.5	In case of disputed items, 10 to 25% of the amount

			of the price of such items may be withheld and will be paid on settlement of the dispute.
		4.2.6	Payment in case of those Goods which need trials or testing as specified in Section V, Schedule of Supply shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.
		4.2.7	(i) Advance Payment will not be made except in rare and special cases and as provided for in the Contract. In case of advance payment being made, it shall be to the extent and on conditions and against a confirmed bank guarantee for 100% of the advance as provided in the SCC. The amount of advance shall be used exclusively for supplies against the Contract. (ii) if advance payment is to be made after despatch of Goods by the Supplier, it will be made after presenting the proof of despatch through the bank and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Supplier.
<b>4.3.</b>	<b>Taxes and Duties</b>	4.3.1.	For Goods supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and others such levies imposed outside India.
		4.3.2.	For Goods supplied from within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity.
		4.3.3.	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Procuring

			Entity shall use its best efforts to enable the Supplier to benefit from any such tax saving to the maximum allowable extent.
<b>4.4.</b>	<b>Performance Security</b>	4.4.1	The Supplier shall, within fifteen (15) days or a period specified in SCC, of the Notification of Award, sign the Contract Agreement and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract for the amounts specified in the SCC.
		4.4.2	The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms: i. deposited through eGRAS; or ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or iv. Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or v. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand

			to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
		4.4.3	<p>The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <ul style="list-style-type: none"> <li>i. when the Supplier does not sign the Agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time; after issue of letter of acceptance/ placement of supply order within the specified period; or</li> <li>ii. when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li> <li>iii. when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or</li> <li>iv. when any terms and conditions of the Contract is breached; or</li> <li>v. failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or</li> <li>vi. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and as specified in GCC Clause 2.3.</li> </ul> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
		4.4.4.	The Performance Security shall be discharged by the Procuring Entity and

			returned to the Supplier not later than sixty (60) days following the date of satisfactory completion of the Supplier's performance obligations under the Contract, including any warranty and/ or maintenance obligations, unless specified otherwise in the SCC.		
4.5.	Liquidated Damages	4.5.1.	Subject to provisions of GCC Clause 2.15 and 3.8, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/or Related Service which the Supplier has failed to supply or complete: -		
			<b>No.</b>	<b>Condition</b>	<b>LD %</b>
			a.	Delay up to one fourth period of the specified period of delivery, successful installation and completion of subject	2.5%
			b.	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of	5.0%
c.	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and completion	7.5%			

			<p>d.</p>	<p>Delay exceeding three-fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.</p>	<p>10.0%</p>
			<p><b>Notes:-</b></p> <p>i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.</p> <p>ii. The value of Goods and/or Related Services not received in specified time should be calculated carefully. The method of calculation for contracts which include multiple items of supply/service in case individual value of each item is not taken in the Bid should be generally given in the SCC.</p> <p>iii. For turnkey projects in which cost of individual items is not known, some apportionment formula should be given in the SCC. If not given, the total value of the turnkey project shall become the basis for calculating LD, if due.</p> <p>iv. The maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 5.</p>		
		<p>4.5.2</p>	<p>Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the Supplier, Their amount along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case</p>		

			balance of recovery is not possible, recourse will be taken to Section 53 of the Act or any other law in force.
<b>4.6.</b>	<b>Warranty/ Guarantee</b>	4.6.1	The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
		4.6.2	Subject to GCC Sub-Clause 2.7 [Specifications and Standards], the Supplier further warrants that the Goods shall be free from defects arising from a defect or omission of the Supplier or arising from design, materials, and workmanship, under normal use.
		4.6.3	Unless otherwise specified in the SCC, the warranty/ guarantee, as the case may be, shall remain valid for twelve (12) months after supply of the Goods and completion of the Related Services have been accepted at the final destination indicated in the SCC, or in case of Goods being imported after the placement of Supply Order, for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
		4.6.4	The Procuring Entity shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
		4.6.5	Upon receipt of such Notice, the Supplier shall, wit



			<p>in the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.</p>
		4.6.6	<p>In case of machinery and equipment also, guarantee will be given as mentioned in GCC Sub-Clause 4.6.3 above and the Suppliers shall during the guarantee period replace the parts / whole, if any, and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Suppliers shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.</p>
		4.6.7	<p>In case of machinery and equipments specified by the Procuring Entity the Suppliers shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed at the time of entering into the contract. The Suppliers shall also be responsible to ensure a dequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.</p> <p>In case of change of model the will give sufficient notice to the Procuring Entity whom may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.</p>
		4.6.8	<p>If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at</p>

			he Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
<b>4.7.</b>	<b>Patent Indemnity</b>	4.7.1	<p>The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 4.7.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>i. the installation of the Goods by the Supplier or the use of the Goods where the Site is located; and</li> <li>ii.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
		4.7.2	If any proceedings are brought or any claim is made against the Procuring

			Entity arising out of the matters referred to in GCC Sub-Clause 4.7.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
		4.7.3	If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Supplier.
		4.7.4	The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		4.7.5	The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors 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 Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawi

			ng, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.
<b>4.8.</b>	<b>Limitation of Liability</b>	4.8.1	<p>Except in cases of gross negligence or willful misconduct:</p> <ul style="list-style-type: none"> <li>i.</li> <li>ii.</li> </ul> <p>repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.</p>
<b>5. Termination and Disputes</b>			
<b>5.1.</b>	<b>Termination for Default</b>	5.1.1.	<p>The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>i. <ul style="list-style-type: none"> <li>if the Supplier fails to deliver any or all of the Goods and/or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 3.8 [Extension of Time]; or</li> </ul> </li> <li>ii <ul style="list-style-type: none"> <li>if the Supplier fails to perform any other obligation under the Contract.</li> </ul> </li> <li>iii <ul style="list-style-type: none"> <li>if the Supplier, in the judgment of the Procuring Entity, has breached any provision of the Code of Integrity, as defined in the Act, the Rules and GCC Clause 2.3 [Code of Integrity], in competing for or in executing the Contract.</li> </ul> </li> </ul>

		5.1.2.	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 5.1.1(i), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
<b>5.2</b>	<b>Termination for Insolvency</b>	5.2.1	The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.
<b>5.3</b>	<b>Termination for Convenience</b>	5.3.1	<p>i. The Procuring Entity, by Notice sent to the Supplier, 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 Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>ii. The Goods which have been shipped or despatched at the time of Supplier's receipt of the Notice of termination may be accepted by the Procuring Entity at the Contract terms</p>

			and prices.
<b>5.4</b>	<b>Dispute Resolution</b>	5.4.1	Dispute Resolution Mechanism shall be as stated in Appendix B.

## Appendix A: Price Adjustment

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

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

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

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

Where,

- P<sub>1</sub> is the adjustment amount payable to the supplier (a minus figure will indicate a reduction in the Contract Price)
- P<sub>0</sub> is the Contract Price at the base level.
- F is the Fixed element not subject to Price variation.
- a is the assigned percentage to the material element in the Contract price.
- b is the assigned percentage to the labour element in the Contract price.
- L<sub>0</sub> and L<sub>1</sub> are the wage indices at the base month and year and at the month and year of calculation respectively.
- M<sub>0</sub> and M<sub>1</sub> are the material indices at the base month and year and at the month and year of calculation respectively.

2. If more than one major item of material is involved, the material element can be broken up into two or three componentssuch as M<sub>x</sub>, M<sub>y</sub> & M<sub>z</sub>. Where price variation clause has to be provided for services (with insignificant inputs

of materials) as for example in getting Technical assistance normally paid in the form of per diem rates, the price variation formula should have only two elements viz. a high fixed element and a labour element. The fixed element can in such cases be 50% or more, depending on the markup by the supplier of the Per diem rate vis-à-vis the wage rates.

3. Following conditions would be generally applicable to Price Adjustment:-

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

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## Appendix B : Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The level of the Dispute Resolution mechanism shall be as follows:

I. Amicable resolution between representatives of Parties to the Contract

II. 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 for the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs.50000/-.

Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

1. Head of the Department Level Committee: to address disputes in contracts of value upto Rupees One Crore:

The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/ Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member -Secretary) and Representative of Law Department not below the rank of ALR or equivalent.

2. Administrative Secretary Level Committee: to address disputes in contracts of value of more than Rupees One Crore:

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Chief Engineer-cum-Addl. Secretary of the concerned department and Chief Engineer concerned (Member-Secretary) [in case of other than a Works Department: Head of the Department and Additional Head of the Department (Member-Secretary)].

**NOTE:** In case the Procuring Entity is other than a Department of the State Government, the concerned Administrative Department will decide the levels of various members of the two Dispute Resolution Committees.

III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees.10 Crore which remain unresolved through the Dispute Resolution Committee.



IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.

V. Procedure of reference to the Dispute Resolution Committee:-

The Supplier shall present this representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.

# Section VIB: Special Conditions of Contract

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

GCC 1.1.1(x)	The Procuring Entity is: _____ _____
GCC 1.1.1(xvi)	The Site(s) is/ are: _____
GCC 2.1.1	The version of Incoterms shall be: _____
GCC 2.4.1	The language shall be [English/ Hindi/ Both English and Hindi]: ____
GCC 2.5.1	<p>For <b>notices:</b>  <b>(i) The Procuring Entity's address is:</b>  Attention (Name with Designation: _____  Address of Office with Floor / Room No. :  _____  _____  City: _____  PIN Code: _____  Telephone No. with STD Code: _____  Facsimile number: _____  Electronic mail address: _____</p> <p><b>(ii) The Supplier's address is:</b>  Attention (Name with Designation: _____  Address of Office with Floor / Room No. :  _____  _____  City: _____  PIN Code: _____  Telephone No. with STD Code: _____  Facsimile number: _____  Electronic mail address: _____</p>
GCC 2.10.2	The packing, marking and documentation within and outside the packages shall be: _____
GCC 2.11.1	Whether the Goods shall be required to be insured during transit: If yes, insurance coverage shall be in accordance with :

<b>GCC 2.12.1</b>	Obligations for transportation of the Goods shall be in accordance with:
<b>GCC 2.13.3</b>	Tests, trials or Inspections specified in Section V, Schedule of Supply, shall be carried out at the following times or milestones, and places: _____ _____
<b>GCC 2.13.12</b>	The rejected materials of supply shall be dealt with in following manner: _____
<b>GCC 2.14.1</b>	Whether changes in applicable laws shall have any effect on the date and/ or Contract Price: _____
<b>GCC 3.5.1</b>	Details of shipping and other documents to be furnished by the Supplier are: —
<b>GCC 4.1.2</b>	The price adjustment shall be (Payable/ Not Payable): _____
<b>GCC 4.2.1</b>	The terms of payment shall be : _____
<b>GCC 4.2.4</b>	The currencies for payments (If other than Indian Rupees ) shall be : _____
<b>GCC 4.2.7</b>	Advance Payment, if payable, the amount, conditions and guarantee, if any, shall be _____
<b>GCC 4.4.1</b>	The Supplier shall provide a Performance Security of _____ percent of the Contract Price or provide Performance Security Declaration, if applicable, and sign the Agreement within ____ days of communication of acceptance of its Bid. The Performance Security shall be denominated in the following amounts and currencies, if Contract Price is in various currencies: _____ _____
<b>GCC 4.4.4</b>	Discharge of Performance Security shall take place on: _____

<b>GCC 4.6.3</b>	The period of validity of the Warranty/ Guarantee for each item shall be: _____
<b>GCC 4.6.5</b>	The Supplier shall correct any defects covered by the Warranty within _____ days of being notified by the Procuring Entity of the occurrence of such defects.
<b>GCC 4.8.1</b>	The amount of aggregate liability of the Supplier to the Procuring Entity shall be: _____

## Section VI C: Contract Forms

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## 1. Agreement

### Agreement

*(to be executed on a non judicial stamp of appropriate value)*

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to

provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

Signed by: \_\_\_\_\_

(for the Supplier)

Witness 1

Name \_\_\_\_\_

Witness 2

Designation \_\_\_\_\_

Address \_\_\_\_\_

Signed by: \_\_\_\_\_

(for the Procuring Entity)

(On behalf of Governor of the State  
of Rajasthan)

Witness 1

Name \_\_\_\_\_

Witness 2

Designation \_\_\_\_\_

Address \_\_\_\_\_



## 2. Performance Security

### Performance Security

(to be given by a Scheduled Bank in India)

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

**Beneficiary:** ..... **[Name and Address of Procuring Entity]** .....

**Date:**.....

**Performance Guarantee No.:**.....

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

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

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

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

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

.....  
**Seal of Bank and Authorised Signature(s)**

\* **The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**  
\*\* **Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.**

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

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

### 3. Performance Security Declaration

#### Form of Performance Security Declaration

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

Contract Name and No.: \_\_\_\_\_ *[insert name and number of Contract]*

To: \_\_\_\_\_ *[insert Designation and complete address of Procuring Entity]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of \_\_\_\_\_ *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the \_\_\_\_\_ *[Designation of the Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

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

Signed: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

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

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

*[insert complete name of person signing the Declaration]*

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

*[insert complete name and address of the Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal \_\_\_\_\_

### 4. Advance Payment Security

**Advance Payment Security**  
***Bank's Name, and Address of Issuing Branch or Office***

**Beneficiary:** ..... ***[Name and Address of Procuring Entity]*** .....

**Date:**.....

**Advance Payment Guarantee No.:**.....

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

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

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

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

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

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

.....  
***Seal of Bank and Authorised Signature(s)***

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

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

**Government of Rajasthan  
Contents  
Standard Bidding Document- Goods  
Single Stage- Two Envelopes Bid**

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