

REQUEST FOR PROPOSAL (RFP)

For

Rate Contract (100 plants of various capacity) for procurement, installation, commissioning and testing of oxygen plant within two months on turnkey basis (supply, installation, Civil/Mechanical/Electrical work) with one year O&M and two years warrantee as defect liability period at designated places of the State.

By

Directorate of Local Bodies

**G- 3 Rajmahal residency Area, Near Civil Line Railway
Crossing, Jaipur-302015**

Expression of Interest (EoI)

Director cum Special Secretary, LSG and Commissioner JDA invites proposal for rate contract (100 plants of various capacity) for procurement, installation, commissioning and testing of oxygen plant within two months on turnkey basis (supply, installation, civil/Mechanical/Electrical work) with one year O&M and two years warrantee as defect liability period at designated places of the State.

**Government of Rajasthan
Local Self Government Department
(Directorate of Local Bodies, Rajasthan, Jaipur)**

G-3, Rajmahal Residency, Near Civil lines, Railway Crossing, Jaipur

Tel No.: +91 141 2222469

Fax No.: +91 141 2222403

web site : www.lsg.urban.rajasthan.gov.in

No: F 55 () PA/CE/DLB/Corona/oxygenplant_II/2021/

Date

Expression of Interest (EoI)

There is an urgent additional need of PSA oxygen plants due to COVID-19 in the State of Rajasthan. Single stage one envelop unconditional technical and financial proposal for **rate contract** (100 plants of various capacity) are invited on behalf of Governor of Rajasthan by Director cum Special Secretary, LSG for procurement, installation, commissioning and testing of oxygen plant within two months on turnkey basis (supply, installation, Civil/Mechanical/Electrical work) with one year O&M and two years warrantee as defect liability period at designated places of the State.

Interested bidder (manufacturer/Authorised Dealer/Supplier/Agent) can submit their proposal through mail on dlbrajasthan@gmail.com latest by **18.05.2021 at 5.00 PM**. Other detail of Request for Proposal (RFP) can be seen/download from www.sppp.rajasthan.gov.in and official website www.lsg.urban.rajasthan.gov.in

**Sd/-
(Gaurav Goyal)
Commissioner, JDA**

**Sd/-
(Deepak Nandi)
Director cum Special Secretary**

Instructions to Bidders

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

1. **Scope of Bid:** In support of the Invitation to Bid indicated in the RFP, the Procuring Entity, (DLB/JDA), issues this RFP for the supply of Goods/equipment and Installation Services incidental there to, as has been specified in RFP. The Bid includes the EoI & RFP. The bid invited through mail on dlbrajasthan@gmail.com
2. **Code of Integrity:** 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.
3. **Conflict of Interest:** A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A 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.
4. **Eligible Bidders:** A Bidder may be a natural person, private Entity, government-owned Entity manufacturer/Authorised Dealer/Supplier/Agent
5. **Eligible Goods and Installation Services:** For purposes of this Clause, Rate Contract (100 plants of various capacity) for procurement, installation, commissioning and testing of oxygen plant within two months on turnkey basis (supply, installation, Civil/Mechanical/Electrical work) with one year O&M and two years warrantee as defect liability period at designated places of the State. This rate contract shall be valid up to 90 days from the date of bid submission.
6. **Language of Bid :** English/Hindi
7. **Price:** The price of the Goods quoted total price FOR at site or place of delivery of the item.
8. **Turnkey basis services:** 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 Installation Services, demonstrating substantial responsiveness of the Goods and Installation Services documentary evidence specifications, designs and drawings and conformance to BIS or other acceptable codes)
9. **Period of Validity of Bids:** 90 Days
10. **Deadline for Submission of Bids:** through mail on dlbrajasthan@gmail.com latest by **18.05.2021 at 5.00 PM**
11. **Bid Opening: on 18.05.2021 at 5.30 PM** by the Committee at DLB
12. **Clarification of Technical or Financial Bids:** 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 as per RTPP Rules 2013
13. **Evaluation of Qualification of Bidders in Technical Bids:** by the committee based on criteria bidder whose proposal technically responsive will be consider for price evaluation.
14. **Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids:** The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
15. **Procuring Entity's Right to increase place and Quantities:** As per the requirement under this rate contract
16. **Dividing quantities among more than one Bidder at the time of award:** As per RTPP Rule 2013
17. **Acceptance of the successful Bid and award of contract:** As per RTPP Rule 2013
18. **Signing of contract:** After approval of lowest evaluated rates from competent Authority, by DLB/JDA, Jaipur

19. **This RFP Document and any addenda thereto**, together with any further communications are now being issued for the purpose of inviting bids only. The bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this bid invitation to any third party except for the purpose of preparing his Bid. The bidder shall maintain complete confidentiality till the Contract is awarded.
20. The bidders are advised to explicitly read this RFP document, addendum /corrigendum /clarification issued, if any, as available on www.sppp.rajasthan.gov.in included in the scope of work & all other terms & conditions mentioned in the RFP shall applicable.
21. Alterations or overwriting, if any, should be avoided. However, if there are any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
22. Bids complete in all respects must be submitted not later than the date and time indicated Procuring Entity may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document
23. The bidder will be bound by the details furnished by it to Procuring Entity while submitting the Bid or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of License.
24. Procuring Entity may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has: Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc. Fails to provide clarifications related thereto, when sought. Procuring Entity, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to; suspend and /or cancel the Process and/ or amend and/ or supplement the bidding Process or modify the dates or other terms and conditions relating thereto; consult with any bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to the Procuring Entity by, on behalf of, and/ or in relation to any bidder; and/ or Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any bidder.
25. It shall be deemed that by submitting the bid, the bidder agrees and release the Procuring Entity, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
26. Procuring Entity reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by the Procuring Entity shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Procuring Entity there under.
27. Procuring Entity may issue clarification/ amendments on its own or in response to queries. All clarifications and interpretations issued by Procuring Entity shall be deemed to be part of the RFP.
28. The Bid shall contain: with each page signed by the bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents. All the documents should be signed and stamped on each page, before scanning, by the authorized representative of the bidder.
 1. Manufacturer Authorization Certificate.
 2. Status of Firm (Individual/Partnership firm/Company) should be submitted with proof.
 3. GST registration Certificate
29. **Financial Proposal:** This Part should contain the financial offer in the prescribed format as per **Annexure- A**. Financial proposal should not be indicated at any place other than specified sheet in the Bid, otherwise the proposal shall be summarily rejected.

Note: Rate quoted should be all inclusive for carrying out activities in the scope of supply and installation, commissioning and warrantee of supplied item during warrantee period. It is to be noted that any other taxes, as applicable shall be inclusive, only GST as applicable chargeable extra as per the prevailing rate and rules.

Evaluation and Qualification Criteria

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

S.No	Criteria	Document Required
1.	Contractual Experience: The bidder should be in business and should be registered in business at least the last 3 years.	Valid registration certificate Rajasthan Shop & Commercial Establishments Act, 1958 or any other act of GoI/GoR or company registered under Indian Companies Act 1956
2.	Technical Experience: The bidder should have minimum one work order for supply and installation of one oxygen plant (on PSA technology) in the last Five years at any hospital in India.	Bidder should provide copy of work order for supply and installation of one oxygen plant (on PSA technology)
3.	Manufacturer's Authorization	Copy of certificate issued by manufacture in prescribed format in bid document
4.	Oxygen generation plant shall have valid certification of ISO 13485/CE/US FDA standard	Copy of valid certification
5.	GST registration certificates: GST registration certificates shall be submitted by the Bidder	Copy of GST registration
6.	The written confirmation of Authorization to sign on behalf of the Bidder shall consist: Power of Attorney/ Board Resolution by the Bidder required/ Letter of Authorization written on the Letter Head by the Bidder	On letter head

Delivery and Completion Schedule

Delivery: "Delivery", as used herein, shall mean the date of delivery of the Goods to the designated Place of Delivery. The delivery period shall be **two months** start as of stipulated date of start as per Notification of Award by DLB/JDA under this rate contract.

Delivery location: Delivery shall be given at the site. The FOR of supply shall be workshop/ office/ the destination as mentioned in supply order. DLB/JDA or his authorized representative may also issue purchase/supply order or/and make payment. The successful bidder has to execute such orders placed with him in accordance the condition of the contract. F.O.R at respective place/hospital. Tentative numbers of plants are 50 cylinders capacity 40 nos, 75 cylinders capacity 20 nos, 100 cylinders capacity 20 nos and 150 cylinders capacity 20 nos.

Technical Specifications**A. Specifications and standards:-**

- i. The supplier shall ensure that the goods and services comply with the technical specifications and other provisions of the contract.
- 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 purchaser, by giving a notice of such disclaimer to the purchaser.
- iii. The goods and services supplied under this contract shall conform to the standards of the technical specifications, when no applicable standard is mentioned; the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods.
- iv. 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 technical Specifications
- v. During contract execution, any changes in any such codes and standards shall be applied only after approval by the Department and shall be treated in accordance with the conditions of contract

B. Schedule of equipment and technical specifications:

- i. The bidders shall complete the schedule (s) and technical specifications for the goods and equipment to be supplied in their entirety so as to demonstrate their compliance with the requirements of the bidding documents.
- ii. The materials, equipment and services to be supplied under the contract shall be like that use of such materials equipment and services shall not infringe or violate any industrial property or intellectual property rights or claims of any third party.
- iii. Oxygen purity should be 93% +-3 supply should be medical oxygen grade only
- iv. discharge pressure more than 7 bar
- v. Flow meter shall be approved /celebrated from appropriate authority
- vi. Auto switch over system for regular supply of oxygen
- vii. Voltage Stabilizer for the plant shall be provided
- viii. Product shall have valid certification e.g. UPS/IP/CENDA/Indian Drugs Standard Control Organization
- ix. System shall be attached with existing manifold room and pipeline
- x. Circuit diagram& manual of the equipment will be provided by supplier
- xi. All required spare parts should be available at service centre of supplier

General Civil Specification for proposed oxygen plants shed in hospitals is located all over state of Rajasthan

1. Prefab structures or on site shed made of angle iron structure, wall and roofing of coated CGI sheets (TATA Blue scope) and pipe structure.
2. Plinth of shed 300-400 mm.
3. Height of structure minimum 3.5 mt.
4. Flooring- Tremix cement concrete 100 mm thick flooring with Ironite topping to give smooth and tough finish over 100 mm thick PCC (1:1.5:3) and 200 mm thick stone soling.
5. 1 m minimum circulation space to be kept around plant.
6. Provision of exhaust fan, ventilator, steel door and window as per norms.

Note :- Height and dimension to be vary according to plant capacity.

Name of work:- SITC of Oxygen Generation Plant 50/75/100/150 Cylinders Capacity in Rajasthan on turnkey basis.

S.No.	Item
1	SITC of Pressure Swing Absorption Oxygen Generator Plant capacity should be minimum 15/24/30/48 cum per hr. or Approx 250/400/500/800 LPM equal to 50/75/100/150 (Approx.)Jumbo Cylinders per day with stand alone two compressor and two dryers, after cooler etc. working in tandem As per following Specifications:
a	Purity of Oxygen 93%± 3% @4.1 bar pressure minimum
b	For 50 cylinder: Rotary Screw type air compressor of suitable capacity (2 Nos) as per afore mention Approx <u>20-22 KW</u> capacity, <u>400 V-415 v /3 Phase /50 HZ</u> supply system, Outlet pressure 4.1 BAR, Maximum Output Pressure 7.5 BAR. For 75 cylinder: Rotary Screw type air compressor of suitable capacity (2 Nos) as per afore mention Approx <u>30-32 KW</u> capacity, <u>400 V-415 v /3 Phase /50 HZ</u> supply system, Outlet pressure 4.1 BAR, Maximum Output Pressure 7.5 BAR. For 100 cylinder:Rotary Screw type air compressor of suitable capacity (2 Nos) as per afore mention Approx <u>35-38 KW</u> capacity, <u>400 V-415 v /3 Phase /50 HZ</u> supply system, Outlet pressure 4.1 BAR, Maximum Output Pressure 7.5 BAR. For 150 cylinder: Rotary Screw type air compressor of suitable capacity (2 Nos) as per afore mention Approx <u>58-60 KW</u> capacity, <u>400 V-415 v /3 Phase /50 HZ</u> supply sytem, Outlet pressure 4.1 BAR, Maximum Output Pressure 7.5 BAR.
c	The unit should comprise four stage air filtration , consists of moisture seperator , 0.1 micron pre filter before the Refrigerated air dryer , another two filters 0.1 and 1 micron after the dryer then a carbon tower which makes sure 0 oil and vapour in the down stream air. The carbon should last for more than three years . and it should be provided 1 micron filter after carbon tower. Beneath this filter a moisture alarm should be incorporated to switch off the PSA system in case of dryer auto drain failure . In the Oxygen downstream it should incorporate 0.5 particle filter and a bacterial filter.
d	For 50/75/100 This unit should also comprise of 1nos air receiver 1000 Litres , <u>oxygen /Buffer tanks</u> 1000 Ltrs as per standards, an in-line flow meter, In-line Oxygen Analyzer, certifying the capacity shall be installed at the outlet of the oxygen receiver For 150 This unit should also comprise of 1nos air receiver 1500 Litres , <u>oxygen /Buffer tanks</u> 1500 Ltrs as per standards, an in-line flow meter, In-line Oxygen Analyzer, certifying the capacity shall be installed at the outlet of the oxygen receiver
e	In case PSA Oxygen Generator failure , an auto switch over system to regular supply of oxygen is incorporated so that automatically back up from cylinders shall be taken over. To show this effect an alarm system should be installed with this system.
f	All the system piping and fittings , all the interconnections, and piping up to manifold roomshall be of stainless steel and is in the scope of work of the bidder.
g	This system should be comprising of OFF -Spec Valve to prevent the supply of impure oxygen to go into the system if the purity goes to below the 90% .
h	The Unit can be monitor on line through by service team /authorised person 24/7 on no extra cost
	The Voltage Stabilizer of suitable capacity and standard make as per manufacturer guideline should be provided.
	The size of the display screen (Touch screen digitalDisplay) 7” to 10 “
	The Makes of PSA Plant should be ISO:13485/CE/US FDA certified.
	The bidder shall have to be submit test results from NABL notified third party inspection after installation and commissioning of PSA Plant.
2	P&F 240/415 V AC MCB with positive isolation of breaking capacity not less than 10 KA (B/ C/ D tripping characteristic) ISI marked IS 8828(1996)]/ conforming to IEC 60898 in existing board/sheets including making connections, testing etc. as required. Four Pole MCB40 A 63 A rating

3	Maintenance free Gel Earthing with Pipe in pipe / Pipe in strip technology filled with anti corrosive conductive compound (CPRI Tested) below the ground in 150 - 200 mm dia. earth pit & surrounding filled with required mineral filling compound (MFC should have hygroscopic property to retain the moisture for long time to create low resistance zone) and C.C. finished chamber covered with hinged type with locking arrangement C.I. Cover, C.I. Frame of size 300mm x 300mm complete testing of earth resistance as required. of following sizes.
	With Strip in Pipe Technology with 80 - 100 micron GI Coating
	GI pipe 2000 mm long ,63 / 80mm, Inner strip 50 mm x 3 mm copper
4	S & Laying following size earth wire/strip in horizontal or vertical run in ground/surface/recess including riveting, soldering, saddles, making connection etc. as required. 8 SWG copper Wire 20mm x 3mm copper strip
5	SITC of wall/ free standing floor mounted dust and vermin proof compartmentalized cubical panel made out of CRCA sheet , required hardware ,duly treated for derusting in 7 tank process with dephosphating and with powder coating on both side of panel in desired shade The panel having PU/ Neoprene rubber gasket of not less than 3mm thickness , separate detachable gland plate M.S. base channel ,hinged door with locking arrangement for equipment/switchgear . Thickness of sheet shall not be less than 1.6 mm up to 600 mm length / width of any compartment and be of 2.0 mm above 600 mm. Load bearing structure shall be of 2.0 mm thick sheet supported by base M.S. channel if required . Side walls and cable alley compartments having bolted type doors with / without detachable extension type structure. (only outer area on all sides shall be measured & panel to be fabricated from CPRI approved fabricator)
6	Supplying and fixing of Aluminium / Copper bus bar by means of SMC / DMC type insulator, high tensile nuts and bolts spring washers in existing panel including bending , cutting in required shape and size and colour coding with heat shrinkable PVC sleeves. Electrolytic grade Aluminium bus bar
7	SF of (0-500) V range Volt meter on existing panel , making connection by PVC insulated copper conductor with PVC sleeves / channel etc. as required. Digital type
8	SF of CT operated direct reading type Ampere meter on existing panel , making connection by PVC insulated copper conductor with PVC sleeves / channel etc. as required. Digital type Below 500 A
9	SF of Current Transformer , with all necessary support in existing panel including connection etc. as required . up to 150 / 5 Ratio , 5 VA , class 1 accuracy
10	SF of selector switch of 10 A for voltmeter (4 position) including making connection etc. as required .
11	SF of CT linked selector switch of 10 A for Ampere meter (4 position) including making connection etc. as required .
12	SF of 110/220 V, LED (22.5 mm dia) Indicating lamp with integral circuit, terminal block, including connection etc. as required. Red/yellow/Green colour
13	S & F of Electrical insulating rubber matts confirming to IS: 15652 / 2006 with one side anti skid abberation marks and pasting the mat with synthetic rubber adhesive as required. 3.3 KV, 2 mm thick with proof voltage 10 KV / 3 min. and Break Down Voltage 30 KV
14	P/Laying P.V.C. / XLPE insulated & P.V.C. sheathed cable of 1.1 KV grade with aluminium conductor of IS:1554 P-I / IS :7098 P - I of Group 1 of approved make in ground as per IS:1255 including excavation of 30cmx75cm size trench, 25 cm thick under layer of sand,Ind class bricks covering, refilling earth,compaction of earth, making necessary connection, testing etc. as required of size. 3.5 core* 120.0 Sq.mm 3.5 core* 70.0 Sq,mm 3.5 core* 50.0 Sq.mm 3.5 core* 240.0 Sq.mm 3.5 core* 150.0 Sq.mm
15	P&F on load change over switch, front handle operated, four pole 415 V conforming to IS:13947 P-III including connections , testing etc. as required in the following rating: Open execution type200 A
16	S & Laying following size' B ' class G.I. Pipe confirming to IS : 1239 P - 1 (1990) with accessories for laying earth conductor/strip / cable in ground/surface/recess as required 100 mm dia.
17	Supplying and making one end termination with heavy duty single compression brass gland SIBG type, heavy duty aluminium lugs duly crimped with crimping tool, PVC tape etc for following size of Armoured PVC insulated & PVC sheathed/ XLPE aluminium conductor cable of 1100 volt grade as required of size. 3.5 core* 120.0 Sq.mm 3.5 core* 70.0 Sq,mm 3.5 core* 50.0 Sq.mm 3.5 core* 240.0 Sq.mm 3.5 core* 150.0 Sq.mm

18	SITC of quick make and quick break 4 POLE current limiting MCCB having following current rating, short circuit breaking capacity at 440/415 V, 50 Hz; O/L & S/C settings and conforming to IS 60947-2 / IEC 60947-2 with front face and centralized adjustable, line load interchangeability, having positive isolation capability, provision for UVR , shunt trip ,earth fault trip, push (test) to trip , including making connections with lugs & spreaders, etc. as required. With Thermal Magnetic release up to 100/250 Amp , 25 kA, fixed O/L & S/C setting 160/400 Amp, 25 kA, adjustable O/L & fixed S/C setting, Ics = 100 % Icu
19	Supply & Fixing ISI marked (IS : 15683) Portable fire Extinguisher, Carbon-dioxide type flat base including valve, discharge hose of not less than 10 mm dia. min. 600 mm long & complete in all respects including initial fill with CO2 gas confirming to IS:307-1966 filled to a filling ratio of not more than 0.667and wall suspension bracket. Capacity 4.5 Kg.
20	P&F of Heavy duty capacitor start, Double ball bearing 900/1400 RPM single phase ISI marked Exhaust fan,IS:2312 marked in existing opening including making connections testing etc. as required. 380 mm sweep(900/1400 RPM)

Inspections and Tests

The following inspections and tests shall be performed by 3rd party:

S. No	Brief Description of Item	Description of Inspection and/ or Trial and/ or Test for full conformance of the product to the specifications given in RFP
1.	Oxygen plant with all equipment and accessories	Inspections: As per specifications as per relevant IS code
2.		Tests: as per technical specification and Go/GoR norms

AWARD OF CONTRACT/ AGREEMENT & SECURITY DEPOSIT

1. Prior to the expiry of the period of validity of the bid, the successful bidder shall be notified through a Letter of Acceptance (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted. Upon receipt of the 'LoA', the successful bidder(s) shall return/submit one copy of the LoA duly signed and accepted by its authorized signatory **within 2 days** of from the date of issue of LoA through e-mail. or by presence.
2. **Performance Security Deposit will be** equal to 2.5% of Value of order/contract amount in the form of DD/BC/FDR/Bank Guarantee from any scheduled bank (having its branch at Jaipur) in favour of Jaipur Procuring Entity is required to be deposited. The bank guarantee should remain valid for a period of 9 months (Nine months) beyond the date of expiry of the 'Warrantee Agreement' from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the agency under the contract against an event of default by the agency and/or any material breach of its obligations there under. The Performance Security Deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after the completion of contract period and warrantee clause to Procuring Entity. The security deposits shall not carry any interest during the tenure of the Contract.
3. Agreement on a non-judicial stamp paper of Rs, 500/- only as per stamp act, shall be executed between the successful bidder and DLB/JDA within 5 days of issue of LoA. The original copy of the agreement shall be retained by DLB/JDA and the copy shall remain with agency.
4. The cost of stamp duty for execution of agreement and any other related legal documentation charges / incidental charges shall be borne by the successful bidder only.

5. Procuring Entity shall retain the right to withdraw the LoA in the event of the successful bidder's failure to accept the LoA within the limit specified in the above clause. The bidder shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.
6. **Any** request for extension of time for deposition of security deposit shall be made in writing with due justification and it shall be at the discretion of Procuring Entity to accept or reject such request.
7. **Procuring Entity** shall have the right to invoke and appropriate the proceeds of the Security Deposits in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages or penalties as per rules/under RTTP Act 2012 and RTTP Rules 2013.
 - i. The performance security deposit shall be refunded after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after at the end of full term of contract period.
 - ii. Procuring Entity shall reserve the right for deduction of Procuring Entity dues from the performance security deposit at any stage of agreement, i.e., current/ completion/termination/surrender, against:
8. Supplier liable for any amount imposed as penalty and adjustment for all losses/damages suffered by Procuring Entity for any non-conformity with the terms & condition of the agreement.
9. Supplier liable for any amount for which Procuring Entity becomes liable to the Government/ Third party due to any default by any employee / agent of the supplier.
10. Supplier liable for any payment/ fine imposed under the order/judgment of any court/consumer forum or law enforcing agency or any person working on behalf of the Supplier.
11. In case of non-acceptance of LoA or non-signing of contract by the successful bidder, even after 5 days of issue of LoA, Procuring Entity shall cancel the LoA and may award the contract to the other bidder, at its discretion.
12. Required approval from authority shall be taken as per the norm of Rajasthan State Pollution Control Board
13. **Warranty Clause** : The warrantee of supplied items should be two years from date of Installation with all parts without taking any considering electric parts or other treated as consumables. During warrantee period supplier is bid to serve services on urgent basis to make the equipment serviceable.
14. **Payment Terms:**

Upon delivery of the Goods to the place of delivery, the Supplier shall notify the Procuring Entity and shall submit the following documents for payment

 - a. Two copies of invoice/bill showing the description all details
 - b. Delivery note, transport receipt, if any;
 - c. Manufacturer or Supplier's warranty certificate;
 - d. Pre-shipment/ supplier's factory inspection reports & test reports carried out at works.
 - e. Receipt of Goods from representative of Procuring Entity.
 - i. Payment of 80% of contract amount will be made after receive of machinery in good condition and inspection at designated place (after adjustment of advance payment amount in case of advance payment made to supplier)
 - ii. Balance 20% of contract amount payment will be made after commissioning, testing and successfully operation of plant at designated site complete in all respect as per condition of contract and 3rd party inspection report.

Advance payment 50% of contract amount, if desired by the supplier shall be released against submission of unconditional Bank Guarantee of equal amount in the name of DLB/ULB invocable at Jaipur/concerned ULB Branch. The advance payment Bank Guarantee validity should be 30 days beyond the delivery period and it shall be released against delivery of equipment as per the terms and conditions.

Mobilisation Advance 10% (maximum) may be sanctioned by the concerned agency which will be adjusted in subsequent payment.

15. **Liquidated Damages:** Subject to provisions of RFP, if the Supplier fails to deliver any or all of the Goods or perform the Installation services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of the maximum amount of liquidated damages shall be 10%. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to RFP.
16. **Operation and maintenance:** - The Supplier shall ensure the continuity of the plant and that the breakdown or the deterioration in performance of the machine under normal operating conditions of any items of the machine and equipment and component parts thereof is kept to a minimum. Full operational maintenance comprises the planned and regular maintenance carried out by the supplier on a day-to-day basis, including cleaning, lubricating, minor adjustment, together with the preventive and corrective maintenance plan for those items of the plant and equipment. Bidder shall ensure 24x7 operation of plant with adequate staff as per design of plant.
17. During the DLP period all complaints/defects/defective parts shall be replace by the vendor within 24 hour after receiving complaint.
18. The Supplier/Contractor shall be fully responsible for any damage of breakage of civil work during execution.
19. All the labour laws and safety laws shall be applicable all the safety arrangement shall be done by the contractor
20. All safety measures required for COVID-19 pandemic shall be complied.
21. All the provision of Annual Rate Contract and other provisions of RTPP Act 2012 and Rule 2013 shall be applicable.
22. Any Dispute will be resolution by the committee and Jurisdiction of Court Jaipur only.

Contract Agreement Forms

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

THIS AGREEMENT made on this day _____ of _____, between of (hereinafter “the Procuring Entity”), of the one part, and of hereinafter “the Supplier”), of the other part:

WHEREAS the Procuring Entity invited Bids for certain Goods, Installation Services and commissioning, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Installation Services for the sum of _____ (herein after “the Contract Price”).

NOW THIS AGREEMENT WITNESS 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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Supply Order
 - b) The Procuring Entity’s Notification to the Supplier of Award of Contract;
 - c) Addendum if any
 - d) The Special Conditions of Contract;
 - e) The General Conditions of Contract;
 - f) The Schedule of Supply and technical specification;
 - g) Instructions to Bidders;
 - h) EoI & RFP;

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

3. 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 Installation 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 Installation 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.
5. Jurisdiction of court shall be at Jaipur court only

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by (For and on behalf the Supplier) Name Signature In the presence of Witness 1 Name Signature Address Witness 2 Name Signature Address Date	Signed by the Procuring Entity (On behalf of Governor of Rajasthan) In the presence of Witness 1 Name Signature Address Witness 2 Name Signature Address Date
---	--

Performance Security

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

Date:

Contract Name and No.:

To:

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a Security issued by a reputable guarantor for the sum specified therein as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total an amount of rupees* _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons 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.

Name

In the capacity of Signed

Duly authorized to sign the Security for and on behalf of Bank's Seal

Date

* 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.

Performance Security Declaration

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

Contract Name and No.:_____

[insert name and number of Contract]

To:_____

[insert complete name 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 _____

[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 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 Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf of:

[insert complete name of Supplier]

Dated on----- day of -----, [insert date of signing]

Corporate Seal-----

Letter of Acceptance

[On letter head paper of the Procuring Entity]

No.

Dated

To: *[name and address of the Supplier]*

Subject: *[Notification of Award for the Works]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[.amount in numbers and words and name of currency]*, as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by *[designation of the Procuring Entity]* The date of commencement and completion of the Works shall be:

You are requested to furnish the Performance Security/ Performance Security Declaration within Days in the form given in the Contract Forms for the same for an amount equivalent to Rupees within days of notification of the award valid up to 60 days after the date of expiry of Defects Liability Period and maintenance period, if applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature:

Name and Title of Signatory:

Designation:

Annex-A**Financial proposal**

Name of Work: Rate contract for Installation, commissioning and testing of oxygen plants within two months on turnkey basis (supply, installation including Civil/Mechanical/Electrical works etc.) with one year O&M and two years warranty as defect liability period at designated places of the State.

Description of plant	Unit	Qty. in No	Estimated rate (Rs)	Basic rate to be quoted by bidder (Rs)
Oxygen plant 15 Nm ³ /h approx 250 LPM (approx 50 cylinder 7 m ³ capacity)	Complete Job on turnkey basis	1	3500000.00	
Oxygen plant 24Nm ³ /h approx 400 LPM (approx 75 cylinder 7 m ³ capacity)	Complete Job on turnkey basis	1	5500000.00	
Oxygen plant 30 Nm ³ /h approx 500 LPM (approx 100 cylinder 7 m ³ capacity)	Complete Job on turnkey basis	1	6500000.00	
Oxygen plant 48 Nm ³ /h approx 800 LPM (approx 150 cylinder 7 m ³ capacity)	Complete Job on turnkey basis	1	7500000.00	

Note:

1. Bidder can quote basic price including all taxes, duties, transportation /FoR only exclusive GST as applicable as per rule.
2. GST will be paid as per applicable rates based on prevailing rules.
3. Rates will be quoted in INR in respective column only
4. Conditional offer will not be accepted