

RFP Number: 1939/DSSO

Date: 09.09.2022

***Invitation for Submission of bid to Supply,
Install and Commissioning of 2-Wheeler
Vehicles along with Retrofitted Kits at Keonjhar,
Odisha under DMF Keonjhar***

Issuer

District Social Security Officer, Keonjhar
Government of Odisha
Email: dssokeonjhar@gmail.com

Address for Communication and Submission of Documents during Tender Period

District Social Security Officer,
Office of District Social Security, Collectorate Keonjhar, P.O. Keonjhar – 758001
Email: dssokeonjhar@gmail.com

DISCLAIMER

The information contained in this Request for Proposal (RFP), hereinafter referred to either as 'Tender' or 'Bid Document' provided to the Bidders, by the Tender Issuing Authority (TIA) which is the District Social Security Officer (DSSO), Keonjhar, on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide the Bidder(s) with information to implement the following assignment:

“Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar”

This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the TIA, or its office staff, employees, or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender document.

Each Bidder shall conduct its own investigations and analysis and shall check the accuracy, reliability, and completeness of the information in this Tender document and wherever necessary obtain independent advice from appropriate sources. TIA i.e., DSSO, Keonjhar, or its office staff, employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the Tender document.

DSSO, Keonjhar may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

Contents

| | |
|---|----|
| Section 1: Letter of Invitation | 4 |
| Section 2: Definitions and Acronyms | 5 |
| Section 3: Factsheet | 8 |
| Section 4: Terms of Reference..... | 9 |
| 1. Introduction..... | 9 |
| 2. Aims:..... | 9 |
| 3. Scope of Work: | 9 |
| Section 5: Instructions to the Bidders | 11 |
| 1. General Instructions | 11 |
| 2. Eligibility Criteria | 15 |
| 3. Preparation of Proposals/Bids | 16 |
| 4. Evaluation of Technical Proposal | 19 |
| 5. Evaluation of Financial Proposal | 20 |
| 6. Negotiations | 21 |
| 7. Award of Contract..... | 21 |
| 8. Confidentiality | 21 |
| Section 6: Standard Forms | 22 |
| Pre-Qualification Form 1 | 22 |
| Pre-Qualification Form 2 | 24 |
| Pre-Qualification Form 3 | 25 |
| Pre-Qualification Form 4 | 26 |
| Section 7: Technical Proposal Forms..... | 27 |
| Technical Form 1: Bidder’s Organization (General Details)..... | 27 |
| Technical Form 2: Letter of Proposal Submission..... | 29 |
| Technical Form 3 – Applicant Agency’s Organization and Experience..... | 30 |
| Technical Form 4 – Undertaking Regarding any Conflicting Activities and Declaration Thereof | 31 |
| Section 8: Financial Form | 32 |
| Financial Form- I: Format for Financial Bid on Bidders Letterhead | 32 |
| Section 9: Annexures | 33 |
| Annexure- I: Draft Performance Bank Guarantee | 33 |

Section 1: Letter of Invitation

District Social Security Officer (DSSO), Keonjhar
Government of Odisha

Address:

District Social Security Officer (DSSO),
At- Collectorate, Keonjhar
P.O. Keonjhargarh,
District - Keonjhar, Pin-758001
Email: dssokeonjhar@gmail.com

Subject: Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar

The District Social Security Officer (DSSO), Keonjhar invites proposals from reputed agencies for **Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar.**

The RFP comprises the following sections:

- Section 1 – Letter of Invitation
- Section 2 – Definitions and Acronyms
- Section 3 – Factsheet
- Section 4 – Terms of Reference
- Section 5 – Instructions to the Bidders
- Section 6 – Standard Forms
- Section 7 – Technical Proposal Forms
- Section 8 – Financial Form

-S/D
District Social Security Officer (DSSO),
Keonjhar

Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar

Section 2: Definitions and Acronyms

| | | | |
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| 1 | Agency / Bidder | : | Entities or persons that may provide or provides the Services to the Client under the Contract. |
| 2 | Agreement | : | “Agreement” shall mean the Agreement signed among the Successful Bidder. |
| 3 | ARAI | : | Automotive Research Association of India |
| 4 | Assignment / job | : | The work to be performed by the selected Agency pursuant to the Contract. |
| 5 | Associate Company | : | “Associate Company” shall mean in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company, as per Companies Act 2013. Significant influence shall mean control of at least twenty per cent of total share capital, or of business decisions under an agreement. |
| 6 | Authorized Representative | : | “Authorized Representative” shall mean the body authorized to carry out the Bidding process for the selection of the Successful Bidder(s). As per this BID, DSSO, Keonjhar is the authorized Representative. |
| 7 | Authorized Signatory | : | "Authorized Signatory" shall have the same meaning as assigned to in Clauses of the BID; |
| 8 | Average Annual Turnover | : | Average Annual Turnover shall have the same meaning as assigned to in Clauses of this BID. |
| 9 | Bank Guarantee | : | Shall mean the guarantees required to be furnished by the Bidder in accordance with the provisions of Clauses of this BID. |
| 10 | Bid | : | “Bid” shall mean the Bid submitted by the Bidder in accordance with provisions comprising of Technical Bid and Financial Bid in response to this BID, in accordance with the terms and conditions thereof. |
| 11 | Bid Processing Fee | : | “Bid Processing Fee” shall have the same meaning as per Clauses of this BID. |
| 12 | Bid Validity | : | “Bid Validity” shall have the same meaning as provided in Clause of this BID. |
| 13 | Bidder | : | “Bidder” shall mean Bidding Company or a Bidding Firm submitting the Bid. Any reference to the Bidder includes Bidding Company /Bidding Firm. |
| 14 | Bidding Company | : | “Bidding Company” shall refer to such single Company, registered under Companies Act 1956 or Companies Act, 2013 as applicable that has submitted the response in accordance with the provisions of this BID. |

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| 15 | Chartered Accountant | : | “Chartered Accountant” shall mean a person practicing in India or a Firm wherein all the partners practicing in India are Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. |
| 16 | CMVR | : | Central Motor Vehicle Rules |
| 17 | Company | : | “Company” shall mean a company incorporated under the Companies Act, 1956 or the Companies Act, 2013, as applicable. |
| 18 | Conflict of Interest | : | “Conflict of Interest” A Bidder may be considered to be in Conflict of Interest with one or more Bidders in the same Bid process under this BID, if they have a relationship with each other, directly or indirectly through a common Company. |
| 19 | Contract Period | : | “Contract Period” shall mean the period from the Effective Date till Expiry Date, in which the Agreement shall be valid. |
| 20 | Day | : | Calendar day |
| 21 | DD | : | Demand Draft |
| 22 | DMF, Keonjhar | : | District Mineral Foundation, Keonjhar |
| 23 | DRDA | : | District Rural Development Agency |
| 24 | DSSO/Client | : | District Social Security Officer, Keonjhar, Government of Odisha |
| 25 | EC | : | Evaluation Committee |
| 26 | Effective Date | : | “Effective Date” shall mean the date of execution of Agreement by the Parties to the Agreement. |
| 27 | EMD | : | Earnest Money Deposit |
| 28 | Financial Bid | : | “Financial Bid” shall mean the documents and formats as specified in this BID. |
| 29 | Financial Eligibility Criteria | : | “Financial Eligibility Criteria” shall mean provisions in this BID. |
| 30 | FY | : | Financial Year |
| 31 | Instructions to applicant Agencies | : | The document which provides interested Agencies with the information needed to prepare their respective Proposals. |
| 32 | LOI/LOA | : | Letter of Intent / Letter of Award shall provide details including but not limited to Allocated Quantity, price of retrofit kit, etc. |
| 33 | OH | : | Orthopaedically Handicap |
| 34 | Parent Company | : | “Parent Company” shall mean a Company, which holds more than 50% equity shareholding either directly or indirectly in the Bidder. |
| 35 | Performance Guarantee (PG) | : | “Performance Guarantee (PG)” shall mean the Bank Guarantee furnished by the Developer, to assure timely and satisfactory completion of a Project by the Developer as per the provisions of Agreement; |
| 36 | Proposal | : | Pre-Qualification Documents, Technical Proposal and Financial Proposal. |
| 37 | PWDs | : | Persons with Disabilities / Differently Abled People |

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| 38 | QCBS | : | Quality cum Cost Based Selection |
| 39 | Qualification Requirements | : | “Qualification Requirements” shall mean the General Eligibility Criteria, Technical Eligibility Criteria and Financial Eligibility Criteria as specified in this BID; |
| 40 | Qualified Bidder | : | “Qualified Bidder” shall mean the Bidder (s) who, after evaluation of their Technical Bid(s) as per Clauses of the BID meet the Qualification Requirements and hence stand qualified for opening and evaluation of their Financial Bid(s). |
| 41 | Quoted Price | : | “Quoted Price” shall mean such firm price quoted by the Bidder in this BID that will be payable for design, supply, installation, commissioning, and operation of 2-wheeler with Retrofit as per the provisions of this BID. |
| 42 | Retrofit Kit | : | Kit to convert a vehicle into additional facilities for vehicles for Physically Challenged People |
| 43 | RFP | : | Request for Proposal, circulated by the Client for the selection of an Agency. |
| 44 | RTO | : | Regional Transport Office / Road Transport Office |
| 45 | Successful Bidder | : | “Successful Bidder” shall mean the Bidder selected pursuant to this BID to design, supply, install, commission, operate as per the provisions of this BID; |
| 46 | Technical Bid | : | “Technical Bid” shall mean the documents and formats as specified in this BID to meet the Technical Eligibility Criteria; |
| 47 | Technical Eligibility Criteria | : | “Technical Eligibility Criteria” shall mean provisions of Clauses in this BID; |
| 48 | TIA | : | Tender Inviting Authority /Client |
| 49 | TOR | : | Information included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the selected Agency. |
| 50 | Ultimate Parent Company | : | “Ultimate Parent Company” shall mean a Company, which owns more than fifty percent (50%) equity shareholding either directly or indirectly in the Parent Company. |
| 51 | Validity of LoA | : | shall be valid for a period of 3 months from date of issue of LoA. Any allocation beyond this period is subject to prior approval from Authorized Representative. |

Section 3: Factsheet

| | |
|--|---|
| Request for Proposal (RFP) document made available to the applicants | 09/09/2022 |
| Last date for receiving queries | 16/09/2022 via email |
| Response to queries | 19/09/2022 via email |
| Last date for receipt of Proposals (Sealed Envelope) | 29/09/2022 before 05.00 PM |
| Opening of Proposals received within the stipulated date | 30/09/2022 at 11.00 AM |
| Address for Opening of Proposals and Pre-qualification check | DRDA Conference Hall, 2 nd Floor, DRDA Building, Collectorate, Keonjhar – 758001, Odisha |
| Opening of Financial Bids | To be intimated to the selected Agency |
| Letter of Award | To be intimated to the selected Agency |
| Project Start Date | To be intimated to the selected Agency |
| Cost of Tender / Tender Fees (Demand Draft) | INR 5,000/- (Rupees Five Thousand Only) |
| Earnest Money Deposit (EMD) (Demand Draft) | INR 2,00,000/- (Rupees Two Lakhs Only) |
| Performance Bank Guarantee | 3% of Contract Value |
| Method of Selection | Quality Cum Cost Based Selection |
| Contact Details | District Social Security Officer, At- Collectorate, Keonjhar P.O. Keonjhargarh District- Keonjhar, Pin-758001 Email: dssokeonjhar@gmail.com |

Note:

- 1. The Client reserves the right to change any schedule. Please visit the website <https://kendujhar.nic.in/> regularly for the same.**
- 2. Proposals must be submitted before the date, time and venue mentioned in the Factsheet through Speed/Registered Post or by Courier. Proposals that are received after the deadline will not be considered.**

Section 4: Terms of Reference

1. Introduction

In a bid to enhance the livelihood and mobility support to the Person with Disabilities - Orthopedically Handicapped (PWDs -OH), District Social Security Officer (DSSO), Keonjhar wishes to provide 'Retrofitted 2-Wheeler Vehicles under DMF, Keonjhar'. DSSO Keonjhar proposes to supply a minimum of a One Hundred (100) quantity of '2-Wheeler Passenger Vehicles along with Retrofitted Kits (Gearless)' in the first batch in Keonjhar District, Odisha.

2. Aims:

1. Assist PWDs from being excluded, isolated and being locked into poverty.
2. Enhance the commute, mobility with respect and dignity.
3. Maintain, improve PWDs functioning and independence, thereby promoting their well-being.
4. Reduce the need for formal support from others for mobility and travel.
5. Decrease the impact of disability on PWDs, their family, and society.
6. Enhance the livelihood means and sustainability for future.

3. Scope of Work:

1. Number of Vehicles to be supplied in the First Batch: One Hundred (100) quantities of 2-Wheeler Petrol Vehicles with Retrofitted Kits / Assistive Device (Gearless).
2. Detailed requirements and specifications:

| Sr. No. | Specification |
|---------|---|
| a. | The vehicle should be from any brands like TVS, Hero, Honda, Suzuki, Yamaha, or any other similar brands with an engine capacity between 110-125 CC with Kick and Electric Start System |
| b. | The spare parts vehicle to be supplied must be easily available in market |
| c. | ARAI/ICAT or any other Approved labs kit |
| d. | Easy to fit and dismantle on the vehicle |
| e. | 6 locations mounting on vehicle for better stability |
| f. | Strong frame structure for better comfort, stability, and control |
| g. | Hook for hanging crutches |
| h. | External Fuel Filling |
| i. | Combination Lock |
| j. | The entire vehicle should be in same color preferably black or blue |

| | |
|----|---|
| k. | <p>The vehicles should be embedded with logo and text as mentioned below:</p> <p style="text-align: center;">Supported by DMF, Keonjhar</p> <div style="text-align: center;"></div> |
|----|---|

3. Duration for Delivery: The delivery of the entire quantity shall be completed in 30 days from receipt of supply order. The quantity can vary at the time of actual placing of work order.

4. Pre-requisite for placement of Final Order:

- a. A demo piece after award of LOA must be approved with RTO, Keonjhar by the Agency within 15 days and if required suggested changes are to be incorporated.**
- b. Final order would be placed once demo piece has been approved.**

Section 5: Instructions to the Bidders

1. General Instructions

1. Interested Organizations /Agencies must submit the proposal document as per the prescribed guidelines of the RFP.
2. Name of Project: Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar.
3. The detailed scope of the project has been described in the Project Scope.
4. The Proposal consists of three parts (i) Pre-Qualification documents (ii) Technical Proposal (iii) Financial Proposal. Applicants shall submit self-certified hard copy of their Technical Proposal/Bid as well as the Financial Proposal/Bid in sealed envelope, super-scribed with name of the project, nature of document (Pre-Qualification documents/Technical Proposal/Financial Proposal), due date and time.
5. Only technically qualified bidders shall be allowed to participate in financial bid process.
6. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
7. No Consortium or joint venture is allowed for bidding.
8. No subletting / subcontract is permissible.
9. The Proposal submission address is District Social Security Officer, At- Collectorate, Keonjhar, P.O. Keonjhar District, Pin-758001, Email: dssokeonjhar@gmail.com
10. Last Date for Submission: The Proposal (comprising of Pre-Qualification documents, Technical Proposal and Financial Proposal) must be submitted by registered/speed post, which shall be received by the Client, no later than the date and time mentioned in the Section 3: Factsheet.
11. The Proposal, technical presentation, and any clarifications provided by the applicant Agencies along with the Terms of Reference provided in the RFP will be the basis for selection and ultimately for a signed Contract with the selected agency.
12. Only One Proposal: An applicant Agency may only submit one proposal. If an applicant Agency submits or participates in more than one proposal, all such proposals shall be disqualified.
13. Proposal Validity: Proposals must remain valid for 180 days after the submission date. During this period, applicant Agencies shall maintain the scope and fully commit to their financial proposal, unchanged. The Client will make its best effort to complete negotiations within this period. Shall the need arise; however, the Client may request applicant Agencies to extend the validity period of their proposals. Applicant Agencies who agree to such extension shall confirm that they maintain the availability of the Proposal, unchanged, or in their confirmation of extension of validity of the Proposal.

Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar

Applicant Agencies who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Client shall not consider such proposal for further evaluation.

14. Tender Fee of Rupees Five Thousand Only (Rs. 5,000/-), in the form of Demand Draft (DD) drawn in favour of “District Social Security Officer, Keonjhar” and payable at Keonjhar, must be submitted along with the Proposal. Proposals not accompanied by Tender Fee shall be rejected as non-responsive.
15. Earnest Money Deposit (EMD): An Earnest Money Deposit (EMD) of Rupees Two Lakhs Only (Rs.2,00,000/-), in the form of Demand Draft (DD) drawn in favour of “District Social Security Officer, Keonjhar” and payable at Keonjhar, must be submitted along with the Proposal. Proposals not accompanied by Tender Fee and EMD shall be rejected as non-responsive. No interest shall be payable by the Client for the sum deposited as EMD and no bank guarantee will be accepted in lieu of the EMD. The EMD of the successful and unsuccessful bidders would be returned within one month of signing of the contract. The EMD shall be forfeited of the applicant Agencies in the following events:
 - a. If Proposal is withdrawn during the validity period or any extension agreed by the applicant Agencies thereof.
 - b. If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof.
 - c. If the applicant Agencies tries to influence the evaluation process.
 - d. If the selected Agency withdraws its proposal during negotiations.
16. Performance Bank Guarantee: The selected Agency shall be required to furnish a Performance Bank Guarantee of 3% of Contract Value in the form of an unconditional and irrevocable bank guarantee from a Nationalized/Scheduled bank in India in favour of “District Social Security Officer, Keonjhar” valid for the entire period of contract i.e., 1 year along with additional 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of contract. The successful bidder must renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the selected Agency on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original. The format for the Performance Bank Guarantee is provided in Annexure I.
17. Applicant Agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the applicant Agencies.

18. Applicant Clarifications

- a. The Client invites queries from applicant Agencies (if any) as per the details mentioned in the Fact Sheet of this document.
- b. The Applicants must ensure that their queries shall reach DSSO, Keonjhar, on or before last date mentioned in Fact Sheet of this document only through the e-mail of the Client i.e., **dssokeonjhar@gmail.com**.
- c. The queries shall necessarily be submitted in the following format:

| Section/Page No. | Content of RFP requiring clarification | Change/clarification requested | Remarks |
|-------------------------|---|---------------------------------------|----------------|
| | | | |
| | | | |

- d. Client shall not be responsible for ensuring that the Applicant's queries have been received by them.
- e. Any requests for clarifications post the indicated date and time may not be entertained by the Client.
- f. The purpose of query clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- g. However, the Client reserves the right to hold or re-schedule the process.

19. Responses to Queries and Issue of Corrigendum:

- a. The Authorized Representative of the Client will endeavour to provide timely response to the queries. However, no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the Applicants.
- b. At any time prior to the last date for receipt of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) and clarifications to the queries from all Applicants will be uploaded on the website <http://kendujhar.nic.in>. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d. To provide prospective Applicants reasonable time for taking the corrigendum into account, the Client may discretionally extend the last date for the receipt of Proposals.
- e. The Client's representative is: DSSO Keonjhar.

20. Conflict of Interest/ Conflicting Relationships:

- a. Client requires that the selected Agency shall perform the required services, provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts of interest with other assignments or their own interests and act without any consideration for future work. Without limitation on the generality of the foregoing, the agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:
 - Applicant Agencies (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment, (ii) the selection process for such Assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- b. Applicant Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the applicant / selected Agency or the termination of its Contract.
- c. No Agency or current employees of the Client shall work as Agency under their own ministries, departments, or agencies.
 - **Unfair Advantage:** If an applicant Agency could derive a competitive advantage from having provided other services related to the assignment in question, the Client shall make available to all other applicant Agencies together with this RFP all information that would in that respect give such applicant Agency any competitive advantage over competing applicant Agencies.
 - **Fraud and Corruption:** It is required that applicant Agencies participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

The Client:

- d. Defines the terms set forth below as follows:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution.
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.

- iii. “Collusive practices” means a scheme or arrangement between two or more applicant Agencies with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.
 - iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
 - v. will reject a proposal for award, if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.
- e. Applicant Agencies shall be aware of the provisions on fraud and corruption stated in the specific clauses in the Contract.
 - f. Applicant Agencies shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the applicant Agency is awarded the Contract.

2. Eligibility Criteria

The Agencies/ organization meeting the following criteria can apply for providing said services:

1. The Agency shall be registered under Companies Act under prevailing law and provision.
2. The organization shall have been registered with Service Tax Authority (GST).
3. The Agency shall have been in operation for the past four (4) years as on 31/03/2021 and filed ITRs for the last 3 FYs i.e., 2018-19, 2019-20 and 2020-21.
4. The Agency shall have an average annual turnover of at least **Rupees 1 Crores** over the last three FYs 2018-19, 2019-20 and 2020-21. This must be the individual Agency’s turnover and not that of group companies/organizations. The Audit Report duly certified by a Chartered Accountant shall be submitted with the Bid documents.
5. The Retrofit Kit Model Type Approved certificate from ICAT/ ARAI or any other designated labs under CMVR and relevant certificate shall be submitted along with bid. Necessary drawings and approvals are to be attached along with bid documents.
6. The organization must have adequate staff with relevant qualification, skill and working experience.
7. The organization must have good reputation / credentials and have not been blacklisted by Central Govt. /any State Govt. and PSUS. An affidavit declaring non-black list of the organization must be submitted with the bid documents.

3. Preparation of Proposals/Bids

1. The Proposal as well as all related correspondence exchanged by the applicant Agencies and the Client, shall be written in English.
2. In preparing their Proposal, applicant Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
3. The Proposal consists of three parts (i) Pre-Qualification documents (ii) Technical Proposal (iii) Financial Proposal.

Pre-Qualification Documents

The Technical Proposals of only those applicant Agencies who meet the pre-qualification criteria in the table below will be opened. Applicant Agencies failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily. Applicant Agencies shall fill the Pre-Qualification Forms which are included in Section 6 of this RFP. The filled-up Pre-Qualification Form and the supporting documents shall be enclosed in a separate envelope marked as 'Pre-Qualification Documents'.

| Sr. No. | Pre-Qualification Criteria | Specific Requirement | Documents Required |
|---------|----------------------------|---|---|
| 1. | Legal Entity | The Agency shall be an organization registered under <ul style="list-style-type: none">• Companies Act 1956• Or Companies Act 2013 as applicable | <ul style="list-style-type: none">• Certificate of incorporation• Registration Certificate• PAN No.• GST No. |
| 2. | Operation | The Agency shall have been in operation for the past three (3) years as on 31/03/2021 and filed ITRs for the last 3 FYs i.e., 2018-19, 2019-20 and 2020-21. | Last three FY's Audited Financial Statement duly signed by a Chartered Accountant for 2018-19, 2019-20 and 2020-21. |
| 3. | Financial Capacity | The Agency shall have an average annual turnover of at least Rupees one (1) Crores over the last three FYs 2018-19, 2019-20 and 2020-21. This must be the individual Agency's turnover and not that of group companies/organizations. | Average Annual Turnover Statement |
| 4. | Consortium | No consortium / JVs / associations shall be allowed under this project. | Declaration of submitting as independent Agency from the Authorized Signatory. |

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| | | | Authorized OEM/Dealership Certificate to be attached in case of dealer |
| 5. | Blacklist | The Agency shall not have been blacklisted by any Central / State Government Ministry in India or Public Sector Undertakings or any Government Agencies. | Undertaking by the Authorized Signatory |
| 6. | Authorized Representative | A Power of Attorney in the name of the person signing the proposal. | Original Power of Attorney (notarized on a Rs. 100/- Bond paper) |
| 7. | Cost of Tender/ Tender Fee | The Agency shall furnish a Tender Fee of Rs.5,000/- (Rupees Five Thousand Only), in the form of Demand Draft in favor of 'The District Social Security Officer, Keonjhar), and payable at Keonjhar. | Original Demand Draft |
| 8. | Earned Money Deposit (EMD) | The Agency shall furnish an EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only), in the form of Demand Draft in favor of The District Social Security Officer, Keonjhar, and payable at Keonjhar. | Original Demand Draft |

NOTE: The copies of documents submitted towards Pre-qualification criteria are to be substantiated through production of originals, when required.

Technical Proposal Format and Content

Applicant Agencies are required to fill the **Technical Forms**. The filled-up Tech Forms (in Section 7) shall be enclosed in a separate envelope along with all necessary/supporting documents to justify the claims. The supporting documents must be produced in original by the applicant Agencies, when demanded by the Client. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.

The formats of the Technical Proposal (in Section 7) to be submitted are:

- a) Technical Form 1: Bidder's Organization (General Details)
- b) Technical Form 2: Letter of Proposal Submission
- c) Technical Form 3: Applicant Agency's Organization and Experience
- d) Technical Form 4: Undertaking regarding any Conflicting Activities and Declaration thereof

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared nonresponsive.

Financial Proposals

The Financial Proposal shall be prepared using the attached Financial Form I (in Section 8). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected.

- **Submission, Receipt and Opening of Proposals**

- a) The Proposals (Pre-Qualification, Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant Agencies themselves. The under-signee person for the proposal must provide his initial beside such corrections. Submission letters for the Technical Proposal and Financial Proposals shall respectively be in the format specified.
- b) An authorized representative of the applicant Agency shall initial all pages of the original Pre-Qualification, Technical and Financial Proposals. The authorization shall be in the form of an original written power of attorney accompanying the Technical and Financial Proposals.
- c) The Pre-Qualification forms and all documents (as listed in listed in Section 6 including the Tender Fee, EMD, declaration of submission as independent agency and power of attorney) shall be placed in a separate sealed envelope clearly marked “PRE-QUALIFICATION DOCUMENTS”. The Technical Proposal including all the Technical Forms and supporting documents (listed in Section 7) shall be placed in a separate sealed envelope clearly marked “TECHNICAL PROPOSAL”. Similarly, the Financial Proposal including the Financial Form (described in Section 8) shall be placed in a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” All the three sealed envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the submission address and shall be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 11:00 am ON 30/09/2022”. The Client shall not be responsible for misplacement, loss, or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may also be deemed as fit case for Proposal rejection. If the Proposal is not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- d) The Proposals shall be sent to the address indicated and received by the Client no later than the time and the date of submission, or any extension to this date in accordance with corrigendum. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- e) From the time the Proposals are opened to the time the Contract is awarded, the applicant Agencies shall not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by applicant Agencies to influence the Client in the examination, evaluation, ranking of

Proposals, and recommendation for award of Contract may result in the rejection of the applicant Agencies' Proposal.

4. Evaluation of Technical Proposal

1. An Evaluation Committee (EC) will be constituted by the Client for the purpose of evaluating the proposals.
2. In the first stage of evaluation, only responsive proposals which satisfy the Pre-Qualification Criteria shall be further taken up for evaluation. A Proposal shall be rejected if it is found deficient as per the requirements indicated.
3. The EC shall then evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Table below.
4. The Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
5. Agencies shall also make a presentation before the Evaluation Committee, which will be evaluated.
6. Each responsive Proposal will be given a technical score.
7. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated below.

Criteria, sub-criteria, and points system for the Evaluation of Technical Proposals

| Sr. No. | Evaluation Criteria | Supporting Form | Max. Marks |
|-----------|--|-----------------------------------|------------|
| 1. | Turnover | Average Annual Turnover Statement | 35 |
| 1.1 | Average annual turnover of the last three financial years, i.e., 2018-19, 2019-20 and 2020-21 Scoring Criteria <ul style="list-style-type: none"> ● INR 1 crore to 1.49 crores = 15 marks ● INR 1.5 crores to INR. 1.99 crores = 20 marks ● INR 2 crores to INR 2.49 crores = 25 marks ● INR 2.5 crores to INR 2.99 crores = 30 marks ● INR 3.00 crores and above = 35 marks | | 35 |
| 2. | Local Presence of office/dealership in Keonjhar | | 10 |

| Sr. No. | Evaluation Criteria | Supporting Form | Max. Marks |
|--------------------|--|------------------------|-------------------|
| 3. | Experience | Technical Form 3 | 40 |
| 3.1 | Years of Experience of operating dealership Scoring Criteria <ul style="list-style-type: none"> • Years more than 3 and less than 5 years = 10 Marks • Years more than 5 and less than 8 years = 15 Marks • Years more than 8 years = 20 Marks | | 20 |
| 3.2 | Number of similar projects executed working with/for various departments of Government of India/State Government/PSU's/Private Entities, Copies of work orders to be attached Scoring Criteria <ul style="list-style-type: none"> • Project (P) less than 2 = 10 Marks • 2 Project to 5 Projects = 20 Marks | | 20 |
| 4. | Letter of Recognition/Appreciation received from Govt./PSU's/Private Entities in executing similar projects | | 15 |
| Total Marks | | | 100 |

Note: The minimum qualifying mark is: 60.

5. Evaluation of Financial Proposal

1. Financial Proposals of only those applicant Agencies who are technically qualified (i.e., obtain minimum 60 marks in Technical Evaluation) shall be opened.
2. The financial bid will be opened only of the shortlisted/qualified bidders. Accordingly, the financial score (F) for each of these shortlisted/qualified bidders will be calculated. The lowest bidder would be awarded a financial score of 100. The Cumulative score (C) will be evaluated based on the following ratio 60 (T): 40 (F).

| | | |
|-----------------------------|--|--|
| Financial score (F) | | (Lowest price quote/Price quote of the bidder) *100 |
| Cumulative score (C) | | {60 *(T) + 40* (F)}/100 |

3. The firm getting highest Cumulative score (C) based on technical and financial evaluation will be awarded the contract.

6. Negotiations

Negotiations will be held (if necessary) at the office of DSSO Keonjhar. The invited Agency will, as a pre-requisite for attendance at the negotiations, confirm availability. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude a Contract.

7. Award of Contract

1. After completing negotiations, the Client shall issue a Letter of Award to the selected Agency, and promptly notify all applicant Agencies who have submitted proposals about the decision taken.
2. The selected Agency will sign the contract after fulfilling all the formalities/pre-conditions after issuance of Letter of Award and finalization of Demo piece. Submission of the Performance Bank Guarantee within seven (7) working days after confirmation of Supply order.

8. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the applicant Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal.

Section 6: Standard Forms

Pre-Qualification Form 1

| S. No | Basic Requirement | Specific Requirement | Documents Required | Document Submitted (Yes/No) |
|-------|----------------------------|--|--|-----------------------------|
| 1. | Legal Entity | The Agency shall be a not-for-profit organization registered under <ul style="list-style-type: none"> Companies Act 1956 | <ul style="list-style-type: none"> Certificate of incorporation Registration Certificate PAN No. GST No. | |
| 2. | Operation | The Agency shall have been in operation for the past three years as on 31/03/2021 and filed ITRs for the last 3 FYs. | Last three FY's Audited Financial Statement duly signed by a Chartered Accountant | |
| 3. | Financial Capacity | The Agency shall have an average annual turnover of at least Rs. 1.0 Crores over the last three FYs (2018-19, 2019-20 and 2020-21). This must be the individual Agency's turnover and not that of group companies/organizations. | Average Annual Turnover Statement (Supporting form 'Pre-Qualification Form 2') | |
| 4. | Consortium | No consortium / JVs / associations / shall be allowed under this project | Declaration of submitting as independent Agency from the Authorized Signatory (Supporting form 'Pre-Qualification Form 3') | |
| 5. | Blacklist | The Agency shall not have been blacklisted by any Central / State Government Ministry in India or Public Sector Undertakings or any Government Agencies | Undertaking by the Authorized Signatory (Supporting form 'Pre-Qualification Form 4') | |
| 6. | Authorized Representative | A Power of Attorney in the name of the person signing the proposal | Original Power of Attorney (notarized on a Rs. 100/- Bond paper) | |
| 7. | Cost of Tender/ Tender Fee | The Agency shall furnish a Tender Fee of Rs. 5,000/- (Rupees Five Thousand Only), in the form of Demand Draft in favour of /The District Social Security Officer, Keonjhar, and payable at Keonjhar. | Original Demand Draft | |

| | | | | |
|----|-----------------------|--|-----------------------|--|
| 8. | Earnest Money Deposit | The Agency shall furnish an EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only), in the form of Demand Draft in favour of The District Social Security Officer, Keonjhar, and payable at Keonjhar. | Original Demand Draft | |
|----|-----------------------|--|-----------------------|--|

Note: All claims shall be substantiated through production of supporting documents. All supporting documents shall have the period of execution, along with details of the project components, partners, etc. clearly highlighted.

Pre-Qualification Form 2

AVERAGE ANNUAL TURNOVER STATEMENT

The Average Annual Turnover statement of <name of the organisation>, at<address of the organisation>, for the last three financial year are given below and certified that the statement is true and correct.

| Sl. No. | Financial Year | Turnover in Crores (Rs.) |
|---------|-----------------------------------|--------------------------|
| 1 | 2018-19 | |
| 2 | 2019-20 | |
| 3 | 2020-21 | |
| 4 | Average annual turnover statement | |

Authorized Signatory :
with Date and Seal
Name : _____
Designation : _____
Name of Agency : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Note:

1. To be issued in the letter head of the Chartered Accountant
2. The annual average turnover statement will be invalid without the membership number of the Chartered Accountant

Pre-Qualification Form 3

NON-CONSORTIUM DECLARATION

We, <name of the Organisation>, having our registered office at <HQ address of the Organisation> hereby declare that we are submitting this proposal in reference to the Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar.

We declare that we are submitting this proposal as an independent agency, and not as a part of any consortium/Joint Venture/Associations.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Authorized Signatory :
with Date and Seal
Name : _____
Designation : _____
Name of Agency : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Note:

1. To be issued on the letter head of the Organisation

Pre-Qualification Form 4

NON-BLACKLIST UNDERTAKING

We, <Name of the Organisation>, having our registered office at , <HQ address of the Organisation> hereby declare that we are submitting this proposal in reference to the Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar.

We declare that we have not been blacklisted by any Ministry / Department / Public Sector Undertaking or any other agency of the Central/State Government.

We declare that there are no proceedings, disputes or enquiries pending against us in connection with cheating, misappropriation of funds or exploitation of beneficiary.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Authorized Signatory :
with Date and Seal
Name : _____
Designation : _____
Name of Agency : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Note:

1. To be issued on the letter head of the Organisation

Section 7: Technical Proposal Forms

Technical Form 1: Bidder's Organization (General Details)

| S. No. | Description | Full Details |
|--------|--|--------------|
| 1 | Name of the Bidder | |
| 2 | Address for communication: Tel: Email id: | |
| 3 | Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id: | |
| 4 | Registration / Incorporation Details Registration No: Date & Year. : | |
| 5 | Local office in Keonjhar, Odisha If Yes, please furnish contact details | Yes / No |
| 6 | Bid Processing Fee Details Amount: DD/ Bank Guarantee No.: Date: Name of the Bank: | |
| 7 | EMD Details Amount: DD/Bank Guarantee No.: Date: Name of the Bank: | |
| 8 | PAN Number | |
| 9 | Goods and Services Tax Identification Number (GSTIN) | |
| 10 | Willing to carry out assignments as per the scope of work of the RFP | YES |
| 11 | Willing to accept all the terms and conditions as specified in the RFP | YES |

Authorized Signatory :
with Date and Seal

Name : _____

Designation : _____

Name of Agency :

Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.

Technical Form 2: Letter of Proposal Submission

To,
District Social Security Officer,
At- Collectorate, Keonjhar
P.O. Keonjhar District, Pin-758001

Dear Sir,

We, the undersigned, offer to execute the assignment - '**Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar**' in accordance with your Request for Proposal dated _____. We are hereby submitting our Proposal, which includes the Pre-Qualification Documents, Technical Proposal and Financial Proposal, sealed in separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signatory : _____
with Date and Seal
Name : _____
Designation : _____
Name of Agency : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Technical Form 3 – Applicant Agency’s Organization and Experience

1. Name of the Organization: As mentioned in the Registration Certificate. Also attach the certification copy (along with page number in the proposal).
2. Ownership details:
3. Date and Place of Registration/Establishment:
4. Address of Head Office:
5. Address of Local Office
6. Correspondence Address (if different from above):
7. Telephone Number and Email id:
8. Name, contact number and email id of Authorized person for this project:
9. Name, contact number and email id of the Chief Officer/Head of the Organization:
10. Work Experience for similar projects executed:

(*Attach sanction order as documentary proof along with page number in the proposal and add more lines as required)

11. Any award/recognition for execution of similar projects: Attach copy and mention page number in proposal.
12. Details of Tender Fees DD: Attach copy and mention details here
13. Details of EMD DD: Attach copy and mention details here

Authorized Signatory : _____
with Date and Seal
Name : _____
Designation : _____
Name of Agency : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Note 1: Information provided in this form shall sufficiently support/justify the criteria of the Technical Qualification Form.

Note 2: All the claims shall be substantiated through production of supporting documents. All supporting documents shall have the period of execution, along with details of the project components clearly highlighted.

Technical Form 4 – Undertaking Regarding any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in para 19 of Section 5. If yes, please furnish details of any such activities.

If no, please certify,

[We hereby declare that our Agency has not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals /contract shall be rejected / terminated by the Client which shall be binding on us.]

Authorized Signatory : _____
with Date and Seal
Name : _____
Designation : _____
Name of Agency : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Section 8: Financial Form

Financial Form- I: Format for Financial Bid on Bidders Letterhead

(To be sealed, signed and stamped in separate envelope)

Name of the Bidder: _____

| Sr. No. | Model | Quantity | Quoted Price for Supply, Installation and Commissioning of 2 Wheelers along with Retrofitted Kits (INR) | Applicable taxes, duties etc. (INR) | Total Cost per unit (INR) |
|---------|-------|----------|---|-------------------------------------|---------------------------|
| 1 | | 100 | | | |

Total Cost per unit (INR) in words:

Note:

- The quantity mentioned is tentative and could be increased/decreased at the time of placing the order for the same. Bidder is bound to accept it and individual rates for single vehicle with retrofit kit is to be quoted, inclusive of taxes and other charges.
- Validity of Rates shall be till (90) Ninety Days, from the date of Submission. Rates should be inclusive of Transportation, Insurance of 1 year and any charges related to Loading, Unloading etc at client site.

Authorized Signatory : _____
with Date and Seal
Name : _____
Designation : _____
Name of Agency : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Section 9: Annexures

Annexure- I: Draft Performance Bank Guarantee

(To be issued by a Bank _____)

This deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered Office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors, and assigns.

In favor of **District Social Security Officer, Keonjhar** having its office at (Keonjhar) (hereinafter called DSSO, Keonjhar, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors, and assigns).

Whereas _____, an organization registered/formed under _____ (specify the applicable law) and having its registered office at _____ (hereinafter referred to as the Agency) has been, consequent to conduct and completion of a competitive bidding process in accordance with the Request for Proposal (RFP) document No. ___ dated _____ issued by **District Social Security Officer (DSSO), Keonjhar**, selected for the Agreement by Collector & Chairperson cum Managing Trustee, DMF Keonjhar as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the **DSSO, Keonjhar** and Agency .

The Agreement requires the Agency to furnish an unconditional and irrevocable Bank Guarantee for an amount of ₹ _____/- Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Agency approached the Guarantor, and the Guarantor has agreed to provide a Guarantee being these presents.

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Agency shall implement the project–**Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar** in accordance with the term and subject to the conditions of the Agreement and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to **DSSO, Keonjhar** an amount not exceeding Rs. _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand from **DSSO, Keonjhar** stating that the Agency has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Agency or any other person and irrespective of whether the claim of the **DSSO, Keonjhar** is disputed by the Agency or not.

Invitation for Submission of bid to Supply, Install and Commissioning of 2-Wheeler Vehicles along with Retrofitted Kits at Keonjhar, Odisha under DMF Keonjhar

4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the **DSSO, Keonjhar** under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from **DSSO, Keonjhar** prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to **DSSO, Keonjhar**.
5. In order to give effect to this Guarantee, **DSSO, Keonjhar** shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by **DSSO, Keonjhar** or by the extension of time of performance granted to the Agency or any postponement for any time of the power exercisable by **DSSO, Keonjhar** against the Agency or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation extension forbearance or omission on the part of **DSSO, Keonjhar** to the Agency to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. The Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month, and year first here-in-above written.

Signed and delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorized Signatory _____ Bank