

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

**Bid Document of short term tender for supply of
Two Wheeler (Motorized) (BS IV Standard or
above) for Girls**

Bid document for supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/4336

Date:- 10-02-2020

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in	
Tendering Authority/ Procuring entity:	Commissioner, Tribal Area Development Department, Udaipur	
Date & Time of Pre-bid meeting	Date:- 17.02.2020	Time:- 11.30 A.M.
Last Date & Time of Submission of Bid	Date:- 25.02.2020	Time:- 06.00 P.M.
Date & Time of Opening of Technical Bid	Date:- 26.02.2020	Time:- 03.00 P.M.

Fee of Tender Document: Rs. 5000 (Rupees five Thousand only)

E-Tender processing fee: Rs. 1000/- (Rupees One Thousand Only)

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

Commissioner, Tribal Area Development Department, Udaipur
1, Saheli Marg, chetak circle, Udaipur (Rajasthan)

Other information:

1. Region: State of Rajasthan
2. Address for correspondence: 1, Saheli Marg, chetak circle, Udaipur (Rajasthan)
3. Phone No. 0294-2428721-24
4. Fax No. 0294-2411417

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

CONTENTS

ABBREVIATIONS & DEFINITIONS	4
SECTION 1: INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (RFP).....	5
SECTION 2: PROJECT PROFILE.....	7
SECTION 3: ELIGIBILITY CRITERIA.....	8
SECTION 4: SCOPE OF WORK.....	9
SECTION 5: INSTRUCTION TO BIDDERS AND BIDDING PROCESS	10
SECTION 6: TERMS AND CONDITIONS OF TENDER & CONTRACT	20
SECTION 7 : PROCEDURE OF APPEAL.....	32
ANNEXURE-1 BILL OF MATERIAL (BOM).....	35
ANNEXURE-2: TECHNICAL SPECIFICATIONS	36
ANNEXURE-3: PRE-BID QUERIES FORMAT {to be filled by the bidder}	37
ANNEXURE-4: TENDER FORM {to be filled by the bidder}	38
ANNEXURE-5: BIDDER AUTHORIZATION CERTIFICATE {to be filled by the bidder}	39
ANNEXURE-6: SELF-DECLARATION – NO BLACKLISTING {to be filled by the bidder}	40
ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}	41
ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and ALLIED EQUIPMENTS	42
ANNEXURE-9: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}	43
ANNEXURE-10: PRICE BID (on e-Proc website):.....	44
ANNEXURE-11: PERFORMANCE BANK GUARANTEE Format{to be submitted by the bidder bank}.....	45
ANNEXURE-12: COMPONENTS OFFERED{to be filled by the bidder}	47
ANNEXURE-13: Manufacturer'S AUTHORIZATION FORM (MAF)	48
ANNEXURE-14: DELIVERY CHALLAN	49
ANNEXURE-15: DRAFT AGREEMENT FORMAT	50
ANNEXURE-16: UDERTAKING FOR SERVICE CENTRE	52
ANNEXURE-17: BANK GUARANTEE FORMAT – EARNEST MONEY DEPOSIT (EMD) {To be submitted by the bidder bank}	55

TRIBAL AREA DEVELOPMENT DEPARTMENT**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Authorized Signature	The bidder representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (POA) from the competent authority of the respective Bidding firm.
Bidder	"Bidder" means Only manufacturer or his authorized entity for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls
Contract	"The Contract" means a legally enforceable agreement entered into between Commissioner, Tribal Area Development Department, Udaipur and the selected bidder with mutual obligations
Supply Period	Supply period is 15 Days from issue date of supply order
Day	"Day" means a calendar day as per GOR/ GOI.
Office :	Commissioner, Tribal Area Development Department, Udaipur
EMD	Earnest Money Deposit
GOI/ GOR	Govt. of India/ Govt. of Rajasthan
Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls	"Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls" means a tangible physical product along with all the services which are intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
ITB	Instruction to Bidders
LD	Liquidated Damages
LOA	Letter of Acceptance
ML	Manufacturing License
Manufacturer	Manufacturer [for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls]
Representative	Authorized representative of Manufacturer for submission of Bid.
PAN	Permanent Account Number
PC	Procurement Committee
PQ	Pre-Qualification
Supply Site	"The supply Site", wherever applicable, means the places in all over Rajasthan, as designated by Procuring Entity/Department.
PSD	Performance Security Deposit
Purchaser/Tendering Authority	Person or entity that is a recipient of goods or service provided by a seller (Bidder) under a purchase order or contract of sale. Also called buyer-Commissioner, Tribal Area Development Department, Udaipur in this RFP document.
RFP	Request for Proposal (Bidding document), an early stage in procurement Process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific Goods or service.
Services	"Services" means the services to be delivered by the successful bidder and as required to execute the order successfully as per the Contract. A service is the intangible equivalent of an economic good.
State Government	Government of Rajasthan.
TIN	Tax Identification Number
TPA/PDI	Third Party Inspection Agency/Pre-delivery Inspection
G.S.T.	Goods & Service Tax (IGST+CGST+SGST)
WO	Work Order
Working Day	A Working Day from 09:30 AM to 06:00 PM except Rajasthan Government Holidays.
Warranty	Minimum Twenty Four Months (At Service Centre) from the actual date of delivery without any extra cost.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

SECTION 1: INVITATION FOR BIDS (IFB) & REQUEST FOR PROPOSAL (RFP)

1. Commissioner, Tribal Area Development Department, Udaipur invites electronic bid (e Bid) proposals from Manufacturer (Passenger Vehicle Firms), who meet the minimum eligibility criteria as specified in this bidding document for “Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls under Commissioner, Tribal Area Development Department, Udaipur”, as detailed in this RFP document.
2. The complete bidding document has been published on the website <http://e-proc.rajasthan.gov.in>, for the purpose of downloading.
3. Bidders who wish to participate in this bidding process must register on <http://e-Proc.rajasthan.gov.in>
4. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
5. A single stage two envelope Open Competitive Bid (E-bidding) selection procedure shall be adopted.
6. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and financial proposal. However, DD/BC for Tender Fees, EMD (Bank guarantee/DD/BC) payable in favor of **Commissioner, Tribal Area Development Department, Udaipur, payable at Udaipur** and Bank guarantee for EMD shall payable at Udaipur and Processing Fees payable in favor of Managing Director, RajComp Info Services Limited, and payable at JAIPUR. Individual DDs for Tender fee, EMD and processing fee shall be submitted physically at the office of Tendering Authority as prescribed in RFP and Scanned copy of same shall also be uploaded along with the technical bid.
7. **Commissioner, Tribal Area Development Department, Udaipur** will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
8. Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-tendering process.
9. Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified in Notice Inviting Tender (RFP) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
10. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
11. Training for the bidder on the usage of e-Tendering system (e-Procurement) is also being arranged by RISL on regular basis. Bidder interested for training may contact e-Procurement Cell RISL for booking the Training slot.
 - A. Contact No. 0141-4022688 (Help desk 10 am to 6 pm on all working days)
 - B. E-mail: <http://e-Proc.rajasthan.gov.in>
 - C. Address: E-Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

TRIBAL AREA DEVELOPMENT DEPARTMENT**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

NOTICE INVITING SHORT TERM E-TENDER

Commissioner, Tribal Area Development Department, Udaipur invites only through electronic bid (E-Bid) **A single stage two cover unconditional competitive E-Bids only from the eligible bidder** (manufacturer or his authorize entity) for the Supply of Two Wheelers (Motorized, BS IV Standard or above) for Girls The Bid shall only be submitted through online tendering system of [www. http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). The schedule of dates is follows:

Nature of the Project	Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls
Cost of Tender Document (non-refundable)	Rs. 5000/- (Rupees Five Thousand Only)
Tender Processing Fee (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Estimated Project Cost	Rs. 22,50,00,000/- (Rupees Twenty Two crores and fifty lakhs Only)
Estimated No. of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls.	5000 nos.
Earnest Money Deposit (EMD)	Rs. 45,00,000/- (Rupees Forty Five lakhs Only)
Publishing Date/Time	Date:- 10-02-2020 Time:- 04.00 PM
Document Download Start Date/Time	Date:- 10-02-2020 Time:- 05.00 PM
Date, Time& Venue of Pre-Bid Meeting	Date:- 17-02-2020 Time:- 11.30 AM (Commissioner, Tribal Area Development Department, Udaipur)
Bid submission Start Date/Time	Date:- 10-02-2020 Time:- 05.00 PM
Document Download End Date/Time	Date:- 25-02-2020 Time:- 05.00 PM
Bid submission End Date/ Time	Date:- 25-02-2020 Time:- 06.00 PM
Last date of Submission of DD/BC for Tender Fee, DD/BC for Processing Fee and DD/BC/BG For EMD	Date:- 26-02-2020 Time:- 11.30 AM (Commissioner, Tribal Area Development Department, Udaipur)
Technical Bid Opening Date/Time	Date:- 26-02-2020 Time:- 03.00 PM
Financial Bid Opening Date/Time	Will be intimated later by the system to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	www. http://eproc.rajasthan.gov.in .
Bid & EMD Validity	90 Days from the last date of bid submission
Warranty period.	Minimum 24 months from the actual date of delivery.
Supply period.	Supply period is 15 Days from the issue date of supply order

In case, any of the bidder fails to physically submit the DD/BC for Tender Fee, DD/BC for Processing Fee and DD/BC/BG For EMD, up to 11.30 A.M. on date 26-02-2020 to the **Commissioner, Tribal Area Development Department, Udaipur**, his/her Bid shall not be accepted. The B.G./BC/Demand Draft shall be in favor of **Commissioner, Tribal Area Development Department, Udaipur** payable at Udaipur for tender document fee and EMD. The bank guarantee shall be issued by a nationalized/scheduled bank having its branch at Udaipur. The amount of processing fee shall be payable in favor of Managing Director, Raj-Comp Info Services Limited, JAIPUR, Payable at Jaipur.

sd

Commissioner

Tribal Area Development Department,
Udaipur

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

SECTION 2: PROJECT PROFILE

Government of Rajasthan has taken a path breaking initiative with an objective to motivate the talented scheduled tribe girl students of Rajasthan. Under this scheme girl student who score 65 % or above marks in class 10th or 12th are given a Two-wheeler by Tribal Area Development Department, Govt. of Rajasthan. The girl students who have received a Two-wheeler in class 10th, again score more than 65 % marks in class 12th and decide to continue higher education (Graduation) are given financial assistance of Rs 20,000 in the first year, Rs 10,000 in second and third year.

The scheme is for bonafide ST girl students of Rajasthan who have studied in Government School. Their parents should not be income taxpayers. Application process for this scheme is completely online.

TRIBAL AREA DEVELOPMENT DEPARTMENT**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

SECTION 3: ELIGIBILITY CRITERIA

Sl.No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	1. The prospective bidder shall be a proprietor firm/company/partnership firm (Joint venture not allowed) 2. The Bidder shall be only a Manufacturer or his/her authorized representative for submission of bid.	1. Copy of Certificate(s) 2. Authorization Certificate from Manufacturer for submission of Manufacturer bid (authorized representative)
2.	Turnover	Average annual turnover during the last three financial years, i.e., 2016- 2017, 2017-18 and 2018-19 (as per the last published audited balance sheets), shall be at least Rs. 75 Crores (Seventy five Crores only).	Audited Balance Sheet, Profit & Loss A/c, Trading A/c and C.A. Certificate On the Basis of Final Account With C.A's Registration Number/Seal.
3.	Net Worth	Net worth shall be positive on 31.03.2019.	Statutory CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm on 31.03.2019 .
4.	Experience for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls Sales in India	The Manufacturer shall have sold average 20000 (Twenty Thousand or more) Supply of Two Wheeler (Motorized, BS IV Standard or above) in India during last three (03) Financial years i.e. from 1st April 2016 till 31st March 2019	Statutory Auditor Certificate or Certificate from the Company Secretary of the Manufacturer clearly specifying year wise sales of Supply of Two Wheeler (Motorized, BS IV Standard or above) in India.
5.	Tax registration and clearance	The Bidder shall have a registered number of I. G.S.T. where his business is located - Copies of relevant registration certificates - Valid latest G.S.T. clearance certificate II. Income Tax / PAN .	i. Copy of GST registration certificates and latest G.S.T. clearance certificate. ii. Copy of PAN card
6.	Blacklisting	A bidder is not eligible to participate in this Bid if the firms black-listed/ debarred in participating in any procurement activities for fraudulent or corrupt practices by the State government or Central Government in India.	A Self Certified letter as given in the Annexure-6
7.	Service Centre during Warranty period without any additional cost. (At Service Centre)	The service support centers must be in all 33 districts of Rajasthan. The required details of service centers shall be provided in annexure 16 of RFP.	Details / Undertaking for Service Centers in Rajasthan as per Annexure- 16

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

SECTION 4: SCOPE OF WORK

1. The selected bidder is expected to carry out all activities covering Supply, Delivery, Testing, Insurance, registration, quality check and Inspection in co-ordination with **Commissioner, Tribal Area Development Department, Udaipur** Detailed scope of work for the project is as given below:

(A) Supply and Delivery of Two Wheeler (Motorized, BS IV Standard or above) for Girls with all other standard accessories, inclusive of insurance (1 year comprehensive + 5 years third party) and deposit of all requisite government fees and taxes so as to deliver the vehicles in registered condition to Commissioner or its authorized subordinate offices and subsequent transfer of registration certificate in the name of beneficiaries at the time of final delivery :

The selected bidder shall:

- I. Supply of all the required quantities of Two Wheeler (Motorized, BS IV Standard or above) for Girls, with all other standard accessories, inclusive of insurance (1 year comprehensive + 5 years third party) and deposit of all requisite government fees and taxes so as to deliver the vehicles in registered condition to Commissioner or its authorized subordinate offices and subsequent transfer of registration certificate in the name of beneficiaries at the time of final delivery as mentioned in the Bill of Material (BOM) Given in Annexure-1, and having the specifications and all other accessories (including Battery etc. as mentioned in the Specifications provided in Annexure-2 titled "Technical Specifications") at the 33 District headquarters in the State of Rajasthan at the location and in Quantities as specified by **Commissioner, Tribal Area Development Department, Udaipur**.
 - II. Conduct 100% Quality inspection and testing and ensure that each and every Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls complies to the specifications given in Annexure-2 and ensure that there shall not be any physical damage(s) and shall contain all the required accessories and services, as mentioned above, before declaring the vehicle as "Ready for final delivery".
 - III. Exemption available if any from the government for the programme beneficiaries can be availed by the bidder at his/her own extent.
 - IV. The list of beneficiaries along with locations shall be provided by the Department.
- (B) Comprehensive Manufacturer Warranty (At Service Centre):** The Successful bidder shall:
- I. Provide comprehensive Manufacturer Warranty services through the designated Service Support Centers available at all the 33 Districts for the period mentioned in Annexure-1 (Bill of Material) for the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls The warranty shall start from the actual Date of delivery of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls (At Service Centre) without any additional cost.
 - II. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the Supplied Two Wheeler (Motorized, BS IV Standard or above) for Girls at the service support centers during the warranty period and thereafter.
 - III. Provide Warranty on supplied Two Wheeler (Motorized, BS IV Standard or above) for Girls shall be at least 24 Months.
 - IV. Since the vehicle is required to be transferred in name of beneficiary students, the bidder shall have to get the insurance policy and registration certificate (RC) transferred in the name of beneficiary at the bidder's expense.
 - V. The Bidder shall have to ensure pre delivery check (PDC) of the vehicles before delivery of the vehicle to the student beneficiary. It should be ensured that each vehicle has 1 litre fuel at the time of delivery
 - VI. Warranty services must be provided within 7 days from the date of complaint received. The delay period will start from date of message/e-mail made by the student on the mobile number/ e-mail address of concern service support center. If delayed more than 7 days for rectification of complaint, the penalty shall be charged at the rate of rupees one hundred per day per case and maximum amount up to 5% of contract value.
- (2) **Delivery Schedule:** The Bidder shall ensure that all the required quantities of the ordered Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls are supplied and delivered to the desired location(s) within 15 days from the issue date of supply order. The supply order may be placed in piecemeal.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

SECTION 5: INSTRUCTION TO BIDDERS AND BIDDING PROCESS

- 1) **Sale of Tender/ Bidding Document-** The complete bidding document would be available on the websites for the period as specified in the RFP. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the e-bids. The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal.
- 2) **Clarification of Bidding Document and Pre-Bid Meeting-**
 - A. The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make etc. mentioned in the RFP for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and Related Services. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, etc., it shall be submitted before the Bid, refer the same to the Procuring Entity and get clarifications in the specified format as per **Annexure-3**. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the RFP. The Procuring Entity will respond in writing to any request for clarification. The Procuring Entity shall forward copies of its response to all Bidders who have acquired/ procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the websites of State Public Procurement Portal and the Procuring Entity.
 - B. The purpose of the Pre-Bid Meeting will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
 - C. The Bidder is requested, to submit questions in writing, to reach the Procuring Entity prior to the date of pre-bid meeting.
 - D. Minutes of the Pre-Bid Meeting, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders and on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Meeting shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Meeting.
 - E. At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo-motuo, may also amend the Bidding Document if required by issuing an addenda which will form part of the Bidding Document.
 - F. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.
 - G. The procuring entity reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- 3) **Amendment of Bidding Document-**
 - A. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all concerned. It shall also be uploaded on the websites of State Public Procurement Portal and the Procuring Entity for prospective bidders to download.
 - B. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the websites of State Public Procurement Portal and Procuring Entity.

TRIBAL AREA DEVELOPMENT DEPARTMENT**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

4. Documents comprising the Bid.(A) **E-bid**-A Single stage two cover system (E-Bid) shall be followed for the bid:**I. Technical bid II. Financial bid**(B) **Technical bid shall include the following documents:**

SNo.	Documents Type	Document Format	Page No.
1.	Covering Letter – Technical Bid	On bidder letter head duly signed by authorized signatory mentioning fee details and proof of submitting online bid etc.	
Fee Details			
2.	Tender Fee	Scanned copy of BC/DD in favor of the Commissioner, Tribal Area Development Department, Udaipur payable at Udaipur.	
3.	RISL Processing Fee.	Scanned copy of DD/BC in favor of the M.D.RISL, Jaipur, payable at Jaipur.	
4.	EMD	Scanned copy of DD/bank guarantee/BC in favor of the Commissioner, Tribal Area Development Department, Udaipur payable at Udaipur.	
Pre-Qualification Documents			
5.	Tender Form	as per Annexure-4	
6.	Bidder Authorization Certificate (Manufacturer)	as per Annexure-5	
7.	All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility	As per the section-3 eligibility criteria clause.	
Technical Documents			
8.	Certificate of Conformity/ No-Deviation	On non judicial stamp paper of Rs. 100 as per Annexure-7	
9.	Manufacturer’s Authorization Format for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls (MAF)	As per Annexure-13	
10.	Test report for the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls propose model to be supplied by the bidder	To be Issued by Authorized Inspection Agency as per BS IV Standard or above.	
11.	Undertaking of Authenticity of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and Allied Equipments along with services.	On non judicial stamp paper of Rs. 100 as per Annexure-8	
12.	Financial Bid Undertaking	On non judicial stamp paper of Rs. 100 as per Annexure-9	

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

13.	Components Offered	As per Annexure-12	
14.	Compliance Sheet for the supplied items	Compliance sheet as per RFP Annexure 2 from Manufacturer on their letterheads	
15	Photo & video CD of proposed Two Wheeler for Girls (Motorized), B.S. IV or above Standard) with manufacturing and Testing Certificate.	Photo & video CD of proposed two wheeler for Girls (Motorized B.S. IV or above Standard.) With Manufacturing and testing certificate showing all parts clearly shall be submitted physically before the opening date of technical bid along with the DD/BC/BG.	
Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on e-procurement website as per the BoQ template.			

(C) Financial bid shall include the following documents:

SNo.	Documents Type	Document Format
1.	Price Bid	As per Annexure-10

(D) The Bidder shall submit test report of Two Wheeler (Motorized, BS IV Standard or above) with self certification report of Manufacturer as per technical specification of RFP. The submitted Test Report shall not be more than Two (02) months old from the last date of submission of Bids. It shall be in accordance with the Technical Specifications as mentioned in Annexure-2 of RFP and be done by any one of the Recognized lab/Test centre Authorize by the state government/Central Government or any by the government department Authorize Testing Agency Under the Government of India.

(E) The bidder shall ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

(F) The bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are uploading on the e-proc website.

5. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bid Prices:

(A) The price/ financial bid must be specified in the BOQ file available at e-Proc and without changing its form and type.

(B) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. All other taxes any expenses shall be included in Rates.

(C) All the prices shall be quoted only in Indian Rupees (INR) Currency.

(D) Prices/ Rates shall be written both in figures and words, as applicable.

(E) All rates quoted must be FOR destination or as per direction. Where the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls are to be delivered, and shall include all the taxes and other expenses as per the scope of work. Commissioner, Tribal Area Development Department, Udaipur will not pay any cartage or transportation charges.

(F) Prices quoted in the bid must be firm and final and shall not be subject to any modifications.

(G) The prices quoted by the Bidder in the financial bid shall conform to the requirements specified therein.

(H) Approved rate of successful Bidder (s) shall be effective for a period of 03(three) Months from the date of agreement.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

7. Period of Validity of Bids:

- a. Bids shall remain valid for the period of 90 days, as specified in RFP, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as non responsive bid.
- b. In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

8. Earnest Money Deposit (EMD):

- A. Every bidder, if not exempted, participating in the bidding process must furnish the required Earnest money deposit as specified in the Notice Inviting Tender (RFP).
- B. EMD of a bidder lying with Commissioner, Tribal Area Development Department, Udaipur payable at Udaipur in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
- C. Form of EMD: The EMD may be deposited in the form of DD/BG in favor of "Commissioner, Tribal Area Development Department, Udaipur payable at Udaipur". The EMD shall be valid for the period of Bid Validity as mentioned in the RFP.
- D. Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD.
- E. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
 - I. When the bidder withdraws or modifies his bid proposal after opening of bids.
 - II. When the bidder does not execute the agreement after placement of order within the specified time.
 - III. When the bidder fails to commence the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service as per purchase/ work order within the time prescribed.
 - IV. When the bidder does not deposit the PSD in defined period of time.
 - V. To adjust any dues against the firm from any other contract with Commissioner, Tribal Area Development Department, Udaipur

9. Deadline for the submission of Bids:

- a. Bids must be submitted by the bidders online at e-Proc website as indicated in the RFP of Subsequent Corrigendum's, if any.
- b. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid meeting and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by Commissioner, Tribal Area Development Department, Udaipur and due publicity to such change in date of submission of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service are substantial, fresh publication of original bid inquiry may also be issued.
- c. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

10. Format and Signing of Bid:

- A. The bid forms/templates/ annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the Authorized person, accompanied with a board resolution, in case of a company/power of attorney as per Annexure-5.
- B. The bid, duly signed (digitally) by Authorized signatory, shall be uploaded on the e-proc portal in respective file/ format.
- C. Bidders must submit their bids online at e-proc portal. Bids received by other means shall not be accepted.
- D. If bids are not submitted as per the details mentioned in this bidding document and e-Proc website, the tendering authority shall reject the bid.

11. Bid Opening/Opening of Tenders:

- A. The Purchase Committee will perform the bid opening, which is a critical event in the bidding process.
- B. The tendering authority shall conduct the bid opening at the address, date and time specified in the RFP.
- C. All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at e-Proc website.
- D. All the documents comprising of technical bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidder who have submitted the prescribed fee(s) to Commissioner, Tribal Area Development Department, Udaipur.
- E. All the technical bid covers, except the Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the Commissioner, Tribal Area Development Department, Udaipur processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.
- F. The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder representatives who are present shall be required to sign the attendance sheet.
- G. The Commercial/ Financial cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

12. Selection method: The selection method is Least Cost Based Selection (LCBS or L1).

13. Guiding Principles for Evaluation of Bids:

- A. The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- B. The determination shall be based upon an examination of the documentary evidence of the bidder qualifications and proposed solution submitted by the bidder.
- C. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP
- D. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, Reservation, or omission, where: -
 - I. "Deviation" is a departure from the requirements specified in the bidding document;
 - II. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - III. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

A material deviation, Reservation, or omission is one that,

i. if accepted, would: -

- Affect in any substantial way the scope, quality, or performance of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and Related Services specified in the bidding document; or
- limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder obligations under the proposed Contract; or

ii. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

F. Provided that a bid is substantially responsive, the tendering authority -

- May waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- May request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- Shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in pre-bid meeting and Evaluation Criteria of this bidding document.

14. Evaluation of Technical Bids:

- A. The technical evaluation shall be completed by the Procuring/Technical Committee as early as possible after opening of technical bids.
- B. Technical Evaluation Criteria – Bid shall be technically evaluated based on the documents submitted by the bidder as asked in the clause “Documents comprising the bid”, along with test report with respect to technical specifications submitted by the bidder
- C. The eligible bidders whose bid is determined to be substantially responsive shall be considered To be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification”, and shall be informed, either in writing or by uploading the details On the websites mentioned in the RFP, about the date, time and place of opening of their financial Bids
- D. The firms which could not qualify in technical evaluation will be informed about this fact. EMD refunded after completion of the bid process i.e. award of the contract to the best value / successful bidder.

15. Evaluation of Financial Bids

- A. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the purchase Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Proc website.
- B. The process of opening of financial bids/ covers shall be similar to that of technical bids.
- C. To evaluate a bid, the tendering authority shall consider the following: -
 - I. The bid price as quoted in accordance with bidding document.
 - II. Price adjustment for correction of arithmetic errors in accordance with bidding document.
- D. The evaluation shall include all costs and taxes applicable to the bidder as per law of G.S.T.

16. Clarification of Bids

- A. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the RFP.
- B. Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

C. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

17. Comparison of bids and determination of the best value bid: The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP. The lowest Bidder shall be determined on the basis of total price per unit arrived as given in column No. 5 of Price Bid {BoQ online}.

18. Correction of Arithmetic Errors- Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis:-

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

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

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

19. Negotiations:

A. As a general rule, negotiations after opening of financial bids would be discouraged. However, Negotiations may be undertaken in exceptional circumstances, such as: -

i. When ring prices have been quoted.

ii. When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.

B. Negotiations shall not make original offer of the bidder ineffective.

C. Negotiations shall be conducted with the best value bidder only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency, the tender sanctioning PC may reduce the notice period for negotiations provided the bidder receives the information regarding holding negotiations.

D. In case the best value bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning PC may decide to make a written counter offer to the best value bidder. If the best value bidder does not accept the counter offer given by the PC, the PC may recommend rejecting the bid or may repeat the process to make the same counter offer to second best value bidder and so on to third, fourth best value bidder, etc. till a bidder accepts it.

20. Disqualification:

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

I. Has not submitted the bid in accordance with the bidding document.

II. Has submitted bid without submitting the prescribed Tender Fee, Commissioner, Tribal Area Development Department, Udaipur Processing Fee, EMD or the Bidder authorization certificate/ Power of Attorney.

III. Has imposed conditions in his bid.

IV. During validity of the bid or its extended period, if any, increases his quoted prices.

V. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

VI. Has failed to provide clarifications related thereto, when sought.

VII. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.

VIII. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

21. Acceptance of the Tender/ Bid :

- A. Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder(s), in writing, that its bid has been accepted.
- B. The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.
- C. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- D. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed as per rules of Rajasthan Government and deposit the amount of prescribed performance security deposit 5% of the contract amount. Within 07 (seven) days from the date of issue of acceptance.
- E. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder(s).
- F. The acceptance of the bid shall also be placed on website of eproc.rajasthan.gov.in, sppp.rajasthan.gov.in and tad.rajasthan.gov.in general information to all.
- G. The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

22. Confidentiality:

- a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

23. Conflict of Interest:

- A. Commissioner, Tribal Area Development Department, Udaipur considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of Commissioner, Tribal Area Development Department, Udaipur Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, Commissioner, Tribal Area Development Department, Udaipur will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- B. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and services that are the subject matter of the bid.
- C. It may be considered to be in a conflict of interest with one or more parties in the bidding process if.
 - I. they have controlling shareholders in common; or
 - II. it receives or have received any direct or indirect subsidy from any of them; or
 - III. they have the same legal representative for purposes of the Bid; or
 - IV. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

24. Tendering authority's Right to Accept/ Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

25. Right to Vary Quantities:

- (1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- (2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- (3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under:-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract. Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-
 - (i) The procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
 - (ii) That the additional quantities so procured shall be part and parcel of the work being executed;
 - (iii) That the limit of 50% of the value of original contract shall not be exceeding in any case.

26. Repeat Orders:

Repeat orders may also be placed with the consent of the, selected bidder on the rates and conditions given in the bidding document. In such a case, the delivery/completion period will also be proportionately increased.

27. Signing of Contract:

- A. Promptly after issue the letter of acceptance by the tendering authority as per terms & condition of bid document.
- B. Within seven (07) days of receipt of the Letter of acceptance the successful bidder shall attend the office of tendering authority for sign the contract agreement.

28. Performance Security Deposit (PSD):

- A. Within seven (07) days of the issue of Letter of Acceptance the successful Bidder shall furnish the bank guarantee of Performance Security Deposit (PSD).
- B. Failure of the successful bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.
- C. Final decision shall be taken solely by the department based upon the merits of the case.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

29. Reservation of Rights: To take care of unexpected circumstances, Commissioner, Tribal Area Development Department, Udaipur reserves the rights for the following: -

- A. Extend the closing date for submission of the bid proposals.
- B. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
- C. Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
- D. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.
- E. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- F. Seek the advice of external consultants to assist Commissioner, Tribal Area Development Department, Udaipur in the evaluation or review of proposals.
- G. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- H. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any Patent or other intellectual property right that may subsist in the proposal.

30. Monitoring of Contract:

- A. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to Monitoring the progress of the contract during its delivery period.
- B. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service is to be obtained continuously or is batched. If the entire quantity of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder premises where the work is being completed may be inspected.
- C. If delay in delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- D. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- E. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

SECTION 6: TERMS AND CONDITIONS OF TENDER & CONTRACT

Definitions:-

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: - For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- A) Act & Rules- means the Rajasthan transparency in public procurement act 2012, Rules 2013 & GF&AR.
- B) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder(s), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- C) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- D) "Day" means a calendar day.
- E) "Delivery" means the transfer of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract. In case splitting the quantity of among the two bidders than the total allowed period as per RFP also splitting in the same ratio.
- F) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- G) "Supply of Two Wheeler for Girls (Motorized, BS IV Standard or above)" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- H) "Purchaser" means the entity purchasing the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and related services, as specified in the bidding document.
- I) "Related Services" means the services incidental to the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls., such as Testing Certificate, Pollution N.O.C., Road safety Certificate, Warranty support and other similar obligations of the successful/ selected bidder under the Contract.
- J) "The Site," where applicable, means the place of delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls
- K) The division of quantity made by the department in the ratio mentioned in the RFP than the allowed total period for supply also splitting in the same ratio of quantity in the bidders.
- L) Appeal Authority:- The First Appeal Authority is Principal Secretary, Tribal area development department, Rajasthan Jaipur and Second Appeal Authority is Appeal Principal Secretary Finance Department, Rajasthan, Jaipur Under Rajasthan Transparency in Public Procurement act- 2012

A) General Conditions of the Bid-

1. Income Tax and G.S.T. Registration and G.S.T. Clearance Certificate-

No Bidder who does not hold a valid Permanent Account Number (PAN) from Income Tax department, GOI and who is not registered under the G.S.T. Act prevalent in the State where his business is located shall not eligible for bid. The Valid G.S.T. Registration Number/ clearance certificate shall be quoted in the bid. The G.S.T. Certificate must be issued from the concerned state/ central .U.T. Competent Authority. The Certificate valid on the date of submission of bid. The Bid without such Certificate is liable to rejection.

2. Contract Documents: Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Interpretation.

If the context so requires it, singular means plural and vice versa.

- A. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

- B. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- C. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- D. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- E. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language.

- A. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in Hindi & English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- B. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Eligible Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and Related Services.

For purposes of this Clause, the term "Supply of Two Wheeler for Girls (Motorized, BS IV Standard or above and above)" includes all Items as per Terms & Conditions of R.F.P.

- A. Supply of Two Wheeler for Girls (Motorized, BS IV Standard or above and above) being bid shall be the ones which are produced in volume and are used by a large number of users in India/ abroad. Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls quoted by the successful/ selected bidder must be associated with `specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications shall be clearly mentioned in the offer document by the bidder/ supplier.
- B. The Manufacturer of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- C. Bidder must quote products in accordance with above clause "Eligible Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and related services". As Per Terms & Condition of R.F.P.

6. Notices:

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

7. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the R.F.P.

8. Scope of Supply:

- A. Subject to the provisions in the bidding document and contract, the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls to be supplied (15 days from issuing date of respective supply order) shall be as specified in the bidding document.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

- B. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and related services as if such items were expressly mentioned in the Contract in the R.F.P.

9. Delivery.

Subject to the conditions of the contract, the delivery of the Supply of Two Wheeler for Girls (Motorized, BS IV Standard or above) and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply to be furnished by the successful/ selected bidder are specified in the R.F.P.

- A. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an Opportunity .Reply to the bidder of being heard and recording the reasons for repudiation.
- B. The selected bidder shall arrange to supply the ordered Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls as per specifications within the specified delivery/ completion period at various offices/ locations mentioned in the R.F.P.
- C. Shifting the place of delivery destination: COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR shall be free to shift the place of delivery within the same district. The successful/selected bidder shall provide all assistance including transportation in shifting of the delivered Items.

10. Selected bidder Responsibilities: The Selected bidder shall all the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

11. Contract Price:

- A. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- B. Prices charged by the Selected bidder for the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Selected bidder in its price-bid for entire quantity mention in the RFP.

12. Recoveries from Selected bidder:

- A. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- B. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR.
- C. The balance, if any, shall be demanded from the selected bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.
- D. Rectification of any inconsistency in the services mention in the Bid shall be binding upon the bidder and the cost of such rectification shall be borne by the bidder himself failing which he shall be liable for the recoveries.

13. Taxes & Duties:

- A. The income tax & G.S.T. etc., if applicable, shall be deducted at source from the payment to the, Selected bidder as per the law in force at the time of execution of contract.
- B. For Supply of Two Wheeler (Motorized, BS IV Standard or above) supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- C. For Supply of Two Wheeler (Motorized, BS IV Standard or above) supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls to the Purchaser.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

- D. Revision of any other tax or duty shall be on account of the bidder.
- E. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14. Performance Security Deposit (PSD):

- A. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the PSD.
- B. The successful/ selected bidder shall, within Seven (07) days issue date of the letter of acceptance provide a PSD 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- C. The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder failure to complete its obligations under the Contract.
- D. Form of PSD: Successful bidder will have to deposit PSD in the form of DD/Bank Guarantee (Unconditional & Irrevocable) in favor of Commissioner, Tribal Area Development Department, Udaipur Payable at "Udaipur" for a period of 30 months from the date of execution of agreement and extendable up to period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- E. Refund of PSD: PSD shall be refunded after period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- F. Forfeiture of PSD: PSD shall be forfeited in the following cases:-
 - I. When any terms and condition of the contract is breached.
 - II. When the, Selected bidder fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
 - III. To adjust any dues against the firm from any other contract with COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR.
- G. No interest will be paid by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR on the amount of EMD and PSD.
- H. Proper notice will be given to the selected bidder with reasonable time before EMD/ PSD is forfeited.
- I. Forfeiture of EMD/PSD shall be without prejudice to any other right of COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR to claim any damages as admissible under the law as well as to take such action against the, Selected bidder such as severing future business relation or black listing, etc.

15. Patent: The Patent in all drawings, source code, design/model and other materials containing data and information furnished to the Purchaser by the, Selected bidder herein shall remain vested in the Selected bidder, or, if they are furnished to the Purchaser directly or through the Selected bidder by any third party, including suppliers of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls the Patent in such Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls shall remain vested in such third party.

16. Confidential Information:

- A. The Purchaser and the Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, directly to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- B. The Purchaser shall not use such documents, data, and other information received from the Selected bidder for any purposes unrelated to the Contract. Similarly, the, Selected bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

- C. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- I. the Purchaser or Selected bidder need to share with COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR other institutions participating in the Contract;
 - II. now or hereafter enters the public domain through no fault of that party;
 - III. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - IV. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- D. The above provisions shall not in any way modify any undertaking of confidentiality given by Either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- E. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17. Sub-contracting:

- A. The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency during the contract period.

18. Specifications and Standards:

- A. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles shall conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected bidder(s).
- B. Technical Specifications. The Selected bidder shall ensure that the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and related services comply with the technical specifications and other provisions of the Contract.
- I. The Selected bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - II. The Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls.
- C. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

19. Transportation:

- A. The Selected bidder shall provide such transportation of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the transportation shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Transportation case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and the absence of heavy handling facilities at all points in transit.
- B. The transportation, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

- C. The Bidder shall be responsible for any defect in transportation and ensure the following:
- I. The furnished Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls Shall be Bubble, Wrapped and then packed in the cardboard boxes of standard quality as followed by industry.
 - II. The above Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls Shall be packed in cartons as per requirements of distribution to individual office. The concerned list of FOR, contact address, telephone number etc. along with the individual supply quantity to each district location shall be provided by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR to the selected bidder. Each carton shall be inscribed with the name of the District / concerned FOR / institution name to which it is to be supplied

20. Insurance:

- A. The Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- B. The Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls will be delivered at the FOR destination in perfect condition as per scope of work.

21. Transportation:

- A. The selected bidder shall be responsible for the proper transportation so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- B. All Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls must be sent freight paid through Railways or By Road.

22. Inspection: The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the selected bidder premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls/ equipment/ machineries during manufacturing process or afterwards as may be decided.

23. Inspection / Testing charges (other than pre dispatch inspection):

Inspection/Testing charges for engaging Third Party Agency (TPA)/Technical Member of SLPC shall be borne by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR.

24. Rejection:

- A. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- B. If, however, due to exigencies of Department's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an Opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- C. The rejected articles shall be removed by the selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ bidder/ selected bidder risk and on his account.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

25. Extension in Delivery Period and Liquidated Damages (LD):

- A. Except as provided under clause "Force Majeure", if the selected bidder fails to deliver any or all of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below.
- B. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls supply and related services within the specified period.
- C. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls or service is on account of hindrances beyond the control of the selected bidder.
- I. The selected bidder shall request in writing to the purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls Or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls or service delivery. This request shall be submitted as soon as a hindrance in delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service after which such request shall not be entertained.
- II. The purchaser shall examine the justification of causes of hindrance in the delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which shall be granted with or without liquidated damages.
- Normally, extension in delivery period of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service in following circumstances may be considered without liquidated damages:
- III. When delay has occurred due to delay by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR in performing any of the duties to be performed by them as mentioned in the Section titled "Scope of Work".
- ❖ When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR as per terms of the contract.
 - ❖ If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and service.
- IV. It shall be at the discretion of the concerned authority to accept or not to accept the supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and/ or service.
- V. If COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR is in need of the goods / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- D. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and/ or service which the selected bidder has failed to supply or complete : -

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls..	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls.	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls.	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls.	10.0 %

*

- I. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- II. The maximum amount of liquidated damages shall be 10% of the contract amount

26. Authenticity of Equipments.

- A. The selected bidder shall certify (as per Annexure-8) that the supplied Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- B. If during the contract period, the said Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), not with state level the fact that the purchaser may have inspected and/ or approved the said Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls., the purchaser will be entitled to reject the said Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls Will be at the selected bidder risk and all the provisions relating to rejection of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls etc., shall apply. The selected bidder shall, if so called upon to do, replace the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- C. Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

27. Patent Indemnity:

- A. The selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, Patent, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - I. the installation of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls by the selected bidder or the use of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls in the country where the Site is located; and
 - II. The sale in any country of the products produced by the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls.. Such indemnity shall not cover any use of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls or any part thereof other than for the

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the selected bidder(s), pursuant to the Contract.

- B. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the, selected bidder a notice thereof, and the selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- C. If the, selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, and then the Purchaser shall be free to conduct the same on its own behalf.
- D. The Purchaser shall, at the selected bidder request, afford all available assistance to the, selected bidder in conducting such proceedings or claim, and shall be reimbursed by the , selected bidder for all reasonable expenses incurred in so doing.
- E. The Purchaser shall indemnify and hold harmless the selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the, selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, Patent, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

28. Limitation of Liability: Except in cases of gross negligence or willful misconduct:-

- A. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and
- B. The aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the selected bidder to indemnify the Purchaser.

29. Change in Laws & Regulations:

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or change in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price shall not be change. Any additional or reduced cost shall not be separately paid or credited to the bidder but if rates are reduced, than benefit of reduced cost must credited to the purchaser account.

30. Force Majeure:

- A. The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- B. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected bidder(s). Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- C. If a Force Majeure situation arises, the, selected bidder shall promptly notify the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR,

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- D. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure may terminate the contract without any financial repercussion on either side.
- E. In case a Force Majeure situation occurs with the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR may take the case with the selected bidder on similar lines.

31. Change Orders and Contract Amendments:

- A. The Purchaser may at any time order the selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - I. Drawings, designs, or specifications, where Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - II. The method of shipment or transportation;
 - III. The place of delivery; and
 - IV. The related services to be provided by the selected bidder(s).
- B. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder performance of any provisions under the Contract no additional cost shall be allow under the contract.

32. Termination:

A. Termination for Default:

- I. The tender sanctioning authority of COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the selected bidder(s), terminate the contract in whole or in part: -
 - ❖ If the, selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR; or
 - ❖ If the, selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the, selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - ❖ If the, selected bidder commits breach of any condition of the contract.
- II. If COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR terminates the contract in whole or in part, amount of PSD may be forfeited.
- III. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

- B. **Termination for Insolvency:** COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR may at any time terminate the Contract by giving a written notice of at-least 30 days to the, selected bidder(s), if the, selected bidder become bankrupt or otherwise insolvent. In such event, termination will be without compensation to the, selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR.

- C. **Termination for Convenience:** COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR, by a written notice of at **least 30 days** sent to the, selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the, selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. The department will not be liable for any compensation towards any damage caused to bidder on this account.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

33. Settlement of Disputes

- A. General: If any dispute arises between the, selected bidder and COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR during the execution of a contract that shall be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the, selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The, selected bidder will also be given an Opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the, selected bidder.
- B. State level Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee.
- C. Procedure for reference to the State level govt. Committee: The, selected bidder shall present his representation to the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR. It decision which shall be final and binding both on the bidder and Commissioner, Tribal Area Development Department, Udaipur. If the decision not acceptable to the bidder the matter shall be refer to the government for further decision.
- D. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, only at Udaipur. Where agreement has been executed and by no other court, after decision of the state level committee for settlement of disputes.

34. Payment Terms and Schedule:

- A. Payment schedule – The payment shall be made by the Commissioner, Tribal Area Development Department, Udaipur after the satisfactory Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls, as per terms and conditions of RFP in the following manner-

S. No.	Mile stone	Payment Percentage for agreed value of supply
1.	A. Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls at designated locations along with all accessories prescribed. B. Completion of required services for Registration of the vehicle i.e. insurance, payment of all applicable fees, taxes etc. C. Registration of the vehicle in the name of Commissioner, Tribal Area Development Department, Udaipur. D. Stock entry of vehicles at the level of District level offices. E. furnishing the document for the proof A, B and C above duly certified by the concerned departmental officer.	50%
2-	A. Transfer of the vehicle in the name of beneficiary, the details as provided by the department and actual delivery to the beneficiary after pre delivery check (PDC) and requisite fuelling. B. Certificate of satisfactory accomplishment of the work by the officer nominated by Commissioner, Tribal Area Development Department, Udaipur.	50%

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

- B. The selected bidder request for payment shall be made to the purchaser in writing, accompanied by invoices, delivery challan etc describing, as appropriate, the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- C. Due Payments shall be made promptly by the purchaser (Through Treasury) after submission of an invoice or request for payment by the, selected bidder(s), and the purchaser has accepted it.
- D. The currency or currencies in which payments shall be made to the selected bidder(s) under this contract shall be Indian Rupees (INR) only.
- E. All remittance charges will be borne by the, selected bidder(s).
- F. In case of dispute, the payment corresponding to such dispute shall be withheld and will be paid only after settlement of the dispute.
- G. Advance and running Payments will not be allowed.
- H. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- I. Taxes (Income tax & G.S.T.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- J. E-Way Bill Generated by supplier as per Government Norms.
- K. It will be the liability of bidder to repose and secure the vehicle intermediately registered in the name of Commissioner, Tribal Area Development Department, Udaipur until they are finally delivered to the target beneficiaries and completion of associated activities under direction of departmental officers, as nominated by Commissioner, Tribal Area Development Department, Udaipur.

35- PRICE FALL CLAUSE:-

The prices under a RFP will be subject to price fall clause. The price charged for the Specified items supply under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the Specified items of identical description to any other person in the state during the period of contract.

If at any time, during the said period the contractor reduces the sale price of such Specified items or sells such Specified items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the Commissioner, Tribal Area Development Department, Udaipur and the price payable under the contract for the Specified items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the Commissioner, Tribal Area Development Department, Udaipur to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.

If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

Section -7 : PROCEDURE OF APPEAL

1) **Filing an appeal-**

1st appeal to Principal Secretary TAD of Rajasthan government Jaipur.

2nd appeal to Principal Secretary (Finance) of Rajasthan government Jaipur.

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in Clause 37 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

- 2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in act within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) **Appeal not to lie in certain cases-** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - A. determination of need of procurement;
 - B. provisions limiting participation of Bidders in the Bid process;
 - C. the decision of whether or not to enter into negotiations;
 - D. cancellation of a procurement process;
 - E. Applicability of the provisions of confidentiality.

5) **Form of Appeal-**

- A. An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- B. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- C. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6) **Fee for filing appeal-**

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

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

7) Procedure for disposal of appeal-

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

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

FORM No. 1

[See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

.....

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

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

6. Grounds of appeal:

.....

..... (Supported by an affidavit)

Prayer:

.....

.....

Place

Date

Appellant's Signature

TRIBAL AREA DEVELOPMENT DEPARTMENT**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-1 BILL OF MATERIAL (BOM)

S.No.	Detail Of Items.	Qty.	MAF required (Y/N)	Period of comprehensive Manufacturer warranty (in months)	Period of end of sale (in months)	Period of end of service from the date of delivery (in months)	Period of back to back support updates in months (in India)
1.	Supply and Delivery of Two Wheeler (Motorized, BS IV Standard or above) for Girls with all other standard accessories, inclusive of insurance (1 year comprehensive + 5 years third party) and deposit of all requisite government fees and taxes so as to deliver the vehicles in registered condition to Commissioner or its authorized subordinate offices and subsequent transfer of registration certificate in the name of beneficiaries at the time of final delivery	5000 (Approx) Nos.	Y	24	12	24	24

The Successful bidder has to Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls., As Per Annexure-2 of RFP and scope of work at all the place across the State of Rajasthan at the location specified by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR. Details of exact location for delivery at the District Headquarter and other places shall be provided by COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR. to the successful bidder.

TRIBAL AREA DEVELOPMENT DEPARTMENT**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-2: TECHNICAL SPECIFICATIONS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weight age shall be awarded for such deviations.

A. Supply of Two Wheeler (Motorized, BS IV Standard or above For Girls) Specifications:

Item	Description of Requirement	Compliance/ Deviations	Page No. where the specs are attached
01	02	03	04
Type Of Vehicle	Two Wheeler (Motorized, BS IV or above)		
Type Of Fuel	Petrol		
Engine Type	Single Cylinder 4 Stroke- air cooled.		
Engine Capacity	80 cc and above		
Minimum Output	3.5 kW @ 6500 RPM Or Higher.		
Minimum Torque	5.4 Nm @ 4000 RPM Or Higher.		
Clutch	Pivoted, Centrifugally Operated		
Transmission system	Automatic CVT with Torque Sensor		
Steering	Handle Bar		
Frame	Tubular Double Cradle Step Through		
Suspension	Telescopic (Front) ; Hydraulic with Coaxial spring (Rear)		
Shock Absorber	Hydraulic Dampers.		
Brakes	Hand Operated Individually controlled Externally Expanding drum Brakes.		
Wheels	Wheel rim size; front-1.85x10, Rear-1.85x10 or higher		
Tyre	Tubeless tyre of size 3.00-10 or Higher.		
Vehicle Starting	Kick & Self Start.		
Electrical	12 Volt and 5 AH or higher		
Fuel Tank	4.0 liter Capacity or Higher.		
Seat	Single		
Vehicle Mileage	Minimum 50 KMPL (Certified by testing agency)		
Colors	Multiple Colors.		
Additional Features	The Supply of Two Wheeler For Girls (Motorized); shall be Supplied with warranty Time of Twenty Four Months or Distance 24000 Kms, whichever is earlier, against any Manufacturing defect. Each Supply of Two Wheeler For Girls (Motorized) shall conform to the safety and performance requirements as per BIS/other applicable standards (With up-to date amendments) and shall be inspected by the inspection agency (Recognized lab/Test centre Authorize by the state government/ Central Government or any institution authorized by the government) Covering the performance test as per BIS/other applicable standards (With up-to date amendments). Wherever an item is not specified, it should be of standard quality as per industry norms to the satisfaction of the buyer		
Accessories & Free Services	Standard Accessories & Free Services to be provided as per industry norms and one ISI mark helmet with each unit.		

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-3: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

Name of the Bidder : _____

Name of Person(s) Representing the Bidder:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Bidder Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax

Query / Clarification Sought:

S. No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-4: TENDER FORM {to be filled by the bidder}

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

1) Addressed to:

Name of the Tendering Authority, Address	COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR
Telephone	0294-2428721-24
Tele Fax	0294-2411417
Email	comm.tad@rajasthan.gov.in,

2) Bidder Details:

Name of Bidder	
Name of Contact Person with Designation	
Registered Office Address	
Address of the Bidder	
Year of Establishment	
Type of Organization	
Put Tick() mark	
Telephone Number(s)	
Email Address/ Web Site	Email _____ Web-Site: _____
Fax No.	
Mobile Number	Mobile: _____
Certification/Accreditation/Affiliation, if Any	

- 3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/BC receipt no. _____ dated _____.
- 4) The requisite processing fee amounting to Rs. _____/- (Rupees <in words>) has been Deposited vide DD/BC _____ dated _____.
- 5) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/BG/BC No. _____ dated _____.
- 6) The requisite photo and CD of proposed model of two wheeler as mention in RFP.
- 7) We agree to abide by all the terms and conditions mentioned in this form issued by the Procurement entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the bidder).

Date:

Name & Seal of the bidder: _____

Authorized Signatory: _____

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-5: BIDDER AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
The COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
UDAIPUR.

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/ Date:- He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-6: SELF-DECLARATION – NO BLACKLISTING

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

To,
The COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
UDAIPUR.

In response to the Tender Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/ Dated:-
for {Project Title}, as an Director or authorized of _____,
I/ We hereby declare that presently our Company/ firm _____, at the time of
bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices
either indefinitely or for a particular period of time by the State/ Central government. If this
declaration is found to be incorrect then without prejudice to any other action that may be taken, my/
our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION

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

To,
The COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
UDAIPUR.

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

This is to certify that, the specifications of Annexure-2 which I/ We have mentioned in the Technical bid, and which I/ we shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the required specifications. Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls and ALLIED EQUIPMENTS

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

To,

To,
COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
UDAIPUR

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____. We hereby undertake that all the components/ parts/ assembly used in the equipment and services shall be genuine, original and new components /parts/ assembly/ software from respective Manufacturers of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly are being used or shall be used.

In case, we are found not complying with as per Annexure-2 of RFP and other conditions mentioned in the bid document than we agree to take back the already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory.

Name:

Designation:

Note: The signing Authority shall be no lower than Company Secretary of the Manufacturer.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-9: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}

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

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

To,
COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
UDAIPUR

,

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in Annexure-10.

I / We undertake, if our bid is accepted, to deliver the Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-10: PRICE BID (on e-Proc website):

Tender Inviting Authority: COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR

Name of Work: Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls in Multiple Colors :- Estimated Quantity 5000 Units

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

Bidder

Name:

PRICE SCHEDULE

S.N o.	Item Description	Basic Price per unit inclusive of standard accessories- Including all taxes and GST (Per Unit in Rs.)	All other Charges per unit towards services as per RFP Including all taxes and GST (Per Unit in Rs.)	Total final price (Per Unit in Rs.) Total of Colum No. 3 and 4
1	2	3	4	5
1	Supply of Two Wheeler along with services			
1.1	Supply and Delivery of Two Wheeler (Motorized, BS IV Standard or above) for Girls with all standard accessories, inclusive of insurance (1 year comprehensive + 5 years third party) and deposit of all requisite government fees and taxes so as to deliver the vehicles in registered condition to The Commissioner or its authorized subordinate offices and subsequent transfer of registration certificate in the name of beneficiaries at the time of final delivery			

Note:- The Rates Shall be Filled up Separately in given format {BoQ (Bill Of Quantiy)} on e-procurement portal with Financial Bid.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-11: FORMAT OF PERFORMANCE BANK GUARANTEE {to be submitted by the bidder bank}

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalized/ Scheduled bank having its branch at Udaipur and payable at par at Udaipur, Rajasthan)

To,
The Commissioner,
Tribal Area Development Department,
1, Saheli Marg, Udaipur

1. In consideration of the Department of TAD, Govt. of Rajasthan (hereinafter called "TADD") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Work Order No.....dated made between the TADD and(Contractor) for the workof Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs.....(Rupees.....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do hereby undertake to pay to the TADD an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We (Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the TADD. Any such demand made on the bank by the TADD shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the TADD and We.....(Indicate the name of Bank), bound ourselves with all directions given by TADD regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We(indicate the name of Bank), undertake to pay to the TADD any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of TADD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the TADD certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the TADD that the TADD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TADD against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the TADD or any indulgence by the TADD to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

6. We (indicate the name of Bank) further agree with the TADD that the TADD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from The liability of.....
(Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the TADD in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the TADD. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees only).
9. It shall not be necessary for the TADD to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the TADD may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Udipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Udipur,Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated..... day of..... for and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the TADD

For and on behalf of the TADD

Signature

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-12: COMPONENTS OFFERED{to be filled by the bidder}

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

Please fill the following BOM for all the offered components.

S.No.	Product Details (make and model)	Detailed Technical Specification Reference**	Manufacturer Details (Name, Address, E-Mail, Mobile Nos.)
1			

** Please attach detailed specifications (preferably Manufacturer Product Datasheet) and provide reference number in this column. (Deviations, if any, shall be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2 titled "Technical Specifications")

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-13: Manufacturer's AUTHORIZATION FORM (MAF)

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

To,

COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
UDAIPUR

Sir,

1. We {name and address of the Manufacturer} , to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Items item(s) manufactured by us:

Item No.	Equipments	Qty.	Unit	Period of Comprehensive Manufacturer Warranty (in yrs.)	Period of end of sale (in months)	Period of end of service (in yrs.)	Period of Service & support (in yrs.)

{to be filled by Manufacturer's for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls as mentioned in Annexure-1 (Bill of Material)}

2. We undertake to provide Comprehensive Manufacturer Warranty for the offered Equipments for the period mentioned above.
3. We undertake that the item/ items (equipment) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.
4. We undertake that the item/ items (equipment) being quoted is/ have not been and is/ are not likely to be declared end of service for period mentioned above from the date of bid submission.
5. We undertake that Items offered by the bidder for Service & support, updates and patches for the period mentioned above.

Yours faithfully,

For and on behalf of M/s (Name of the Manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

TRIBAL AREA DEVELOPMENT DEPARTMENT
Head Office: Commissioner, Tribal Area Development Department, Udaipur
 Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-14:

Delivery Challan

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

As a proof of Delivery, the Bidder shall collect signed Delivery Challan from the concerned District Officer and submit the same as a proof of Final Delivery as per the below mentioned template:

Supplier : M/s	Delivery Note No.	Date:
Delivery Address at District:		
Work Order Reference No.		Dated:
Buyer: COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR	Dispatch Document No.	Pre-Dispatch Inspection Report No.
Dispatched Through:		Dated:
Terms of Delivery:		
Description Of Supply of Two Wheeler/Three Wheeler For Girls (Motorized, BS IV Standard or above)	Quantity	Remarks (if any)

Note: List of serial number for Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls delivered shall be attached along with the Delivery Challan.

Supplier's Authorized Representative

Authorized Representative
 COMMISSIONER, TRIBAL AREA
 DEVELOPMENT DEPARTMENT,
 UDAIPUR.

Name:
Signature:
Date:

Name:
Signature:
Date of Receipt:

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-15: DRAFT AGREEMENT FORMAT

{To be signed by selected bidder and tendering authority}

Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/

Date:-

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR to Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls to the, on behalf of Rajasthan Government (COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

1) And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: - Bank Guarantee No. _____ dated _____ valid upto _____.

In consideration of the payment to be made by the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR through treasury at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the RFP, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.

2) The RFP, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender notice, Ref: **Reference No RFP: No.F.6()Acct./CTAD/Scooty/2019-20/** **Date:-** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

3) Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR and appended to this agreement shall also form part of this agreement.

4) The COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions at the level of DEO SEC-HQ office the bill amount against the supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls will payable by the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR

5) The mode of payment will be as specified in this bidding document/ supply order.

The prescribed scope of work/ requirement of Warranty shall be affected and completed within the period as specified in the supply Order. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods which the bidder has failed to supply or complete the work.

No.	Condition	LD %*
1	Delay up to one fourth period of the prescribed delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls..	2.5 %
2	Delay exceeding one fourth but not exceeding half of the prescribed delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls..	5.0%

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

3	Delay exceeding half but not exceeding three fourth of the prescribed delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls..	7.5%
4	Delay exceeding three fourth of the prescribed delivery of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls..	10.0%

Note:

I. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.

II. The maximum amount of liquidated damages shall be 10% of the contract amount.

III. *The percentage refers to the payment due for the quantity of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls..

If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls in on account of hindrances beyond the control of the bidder. Warranty shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR and the decision of the COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR shall be final.

In witness whereof the parties hereto have set their hands on the ____ day of ____ (Year).

Signature
Successful bidder
Designation:
Date:

Signature
COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
Designation: UDAIPUR
Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-16: Details / Undertaking for Service centre during Guarantee & Warrantee Period. In Rajasthan (At Service Centre)

To,

COMMISSIONER,
TRIBAL AREA DEVELOPMENT DEPARTMENT,
UDAIPUR

In response to the Tender Ref. **Reference No RFP:** No.F.6()Acct./CTAD/Scooty/2019-20/
Date:- COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT, UDAIPUR “RFP for supply of Supply of Two Wheeler (Motorized, BS IV Standard or above) for Girls.. Director / Company Secretary of M/s _____, I/ We hereby declare that as the Warranty as mentioned in the scope of work shall be carried out At Service Centre (at District Headquarter level), I/ We shall provide service centre in all 33 Districts. The Bidder shall specify name of the Service t center, Contact Address, Telephone and Mobile Number, email Address as per the table provided below:

S.No.	Division	District	Contact details of the Service Centre
1.	Ajmer Division	Ajmer (I &II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Bhilwara (I &II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Nagaur (I &II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Tonk	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
2	Bharatpur Division	Bharatpur (I &II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Dholpur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Karauli	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		sawai madhopur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
3.	Bikaner Division	Bikaner	1.Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Sri Ganganagar	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.:

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

			4. email Address:
		Hanumangarh	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
4.	Jaipur Division	Alwar (I &II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Dausa	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Jaipur (I &II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
5.	Jodhpur Division	Barmer	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Jaisalmer	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Jodhpur (I &II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
6.	Kota Division	Barah	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Bundi	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Jhalawar	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Kota	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
7.	Udaipur Division	Banswara	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Chittorgarh	1. Name: 2. Contact Address:

TRIBAL AREA DEVELOPMENT DEPARTMENT**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

			3. Telephone No and Mobile No.: 4. email Address:
		Dungarpur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Rajsamand	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Pratapgarh	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Udaipur	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
8	Churu Division	churu	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		sikar (I & II)	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Jhunjhunu	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
9	Pali Division	Pali	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		Sirohi	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:
		jalore	1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. email Address:

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

ANNEXURE-17: FORMAT OF BANK GUARANTEE FORMAT – EARNEST MONEY DEPOSIT (EMD)

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalized/ Scheduled bank having its branch at Udaipur in Rajasthan)

To,
The Commissioner,
Tribal Area Development Department,
1, Saheli marg, Udaipur

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB Reference no. <Please specify> M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.
2. It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs.....(Rupees <in words>)>..... in respect to the NIB Ref. No.Dated..... issued by The Additional Commissioner, Tribal Area Development Department, , Saheli Marg, Udaipur, Rajasthan by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.
And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. (Rupees <in words>)> to the TADD as earnest money deposit.
3. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at(Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the TADD of the said guaranteed amount without any demur, reservation or recourse.
4. We, the aforesaid bank, further agree that the TADD shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the TADD on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the TADD that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the TADD shall be final and binding on us.
5. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the TADD and it is further declared that it shall not be necessary for the TADD to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the TADD may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
6. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
7. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

- 8. The right of the TADD to recover the said amount of <Rs. (Rupees <in words>) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are Pending before any court, authority, officer, tribunal, arbitrator(s) etc.
- 9. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs.....(Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
- 10. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
- 11. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

Date

(Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person

of Bank: Contact

telephone number: