

**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, comm.tad.@gmail.com

**ई-टेंडर (e-Tender)**

**Tender Form for Supply of School Uniform Cloth to Tribal Area Development Department (TADD) all over Rajasthan on Rate contract Basis for Period of One year (Single Stage, Two-envelope Bid System)**

**E-Bid Notice No. 02/2019-20**

Estimated cost of Bid	Rs. 500.00 Lacs
Completion Period	30 Days from issue of supply order
Bid form Cost	Rs. 1000/- (Non-Refundable).
RISL Processing Fees	Rs. 1000/- (Non-Refundable)
Bid Security	Rs. 10.00 Lacs (Refundable) in favour of "Additional Commissioner-I, TADD Udaipur"

**Bidding Schedule**

S.No.	Subject	Date	Time
1	Bid Publishing Date	18.06.2019	03.00 PM.
2	Document Download and submission Start Date	18.06.2019	04.00 P.M.
3	Pre bid conference	24.06.2019	03.00 P.M.
4	Document Download End Date	30.06.2019	05.00 P.M.
5	Bid Submission End Date	30.06.2019	06.00 P.M.
6	Technical Bid Opening Date	01.07.2019	03.00 P.M.
7	Submission of Demand Draft / Banker Cheque of Bid Cost, Processing Fees and Bid Security in physical form & three sets of samples of Procuring Items	01.07.2019	01.00 P.M.
8	Financial Bid opening Date	To be intimated after decision of qualified bidders in Technical bid.	

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**TRIBAL AREA DEVELOPMENT DEPARTMENT**

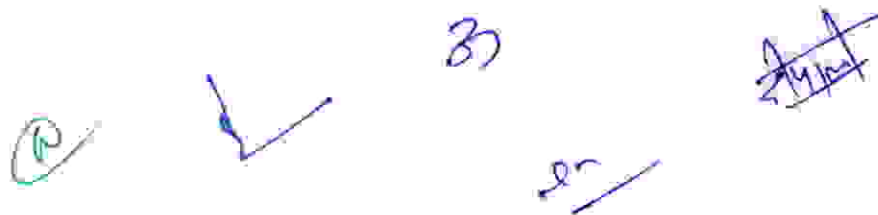
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**Bidding Document**

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No.F.6( )Acct./CTAD/uniform/2019-20/24384

Date:17-06-2019

**E-Bid Notice No.3/2019-20  
For Supply of "School Uniform Cloth"**

Sealed Single Stage Two-envelopes unconditional online Bids for One Year Rate Contract, are invited on behalf of the Governor of Rajasthan for the procurement and supply of School Uniform Cloth from Textile manufacturers registered under relevant authorities for providing such items, as per the Bidding Schedule given below.

S.No.	Items	Estimated Cost for Two Years (Rs in Lacs.)	Amount of Bid Security (Rs in Lacs.)	Bid Fees Document (Rs)	RISL Processing Fee (Rs)
1.	Procurement and supply of School Uniform Cloth for Students of the hostels/ residential schools/Maa bari centres / Day care centres run by TADD.	500.00	10.00	1000.00	1000.00

The Bid shall only be submitted through online **Bidding system** of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The interested bidders shall have to be enrolled / registered with portal of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for participating in the Bidding process.

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7	Submission of Demand Draft / Banker Cheque of Bid Cost, Processing Fees and Bid Security in physical form & three sets of samples of Procuring Items	01.07.2019	01.00 P.M.
8	Financial Bid opening Date	To be intimated after decision of qualified bidders in Technical bid.	

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1. Place of delivery (F.O.R.) of School uniform cloths shall be each District level Officer/Project Officer/EMRS/Residential schools under Tribal Area Development Department, Udaipur, situated in various districts of Rajasthan State.
2. Purchase preference as per detail terms and conditions shall be admissible in evaluation of Bids and award of Contract.
3. The Bid is for a One Years Rate Contract.
4. Bidding Document may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in>, <http://tad.rajasthan.gov.in> and the price of Bidding Document may be paid along with user charges/ processing fee, affidavits, certificates and Annexure (if any), as required and mentioned in Evaluation & Qualification Criteria, on or before 01-07-2019 up to 01.00 PM.
5. Bid validity is 90 days from the bid submission deadline.
6. Since the Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>.
7. Bids received after the specified time and date shall not be accepted and opened.
8. Bid Security Money Rs. 10.00 Lacs can be submitted in the form of Demand Draft/Banker's Cheque/ B.G. in favour of Additional commissioner-I, Tribal Area Development Department payable at Udaipur, Bid Document Price/fee Rs 1000/- can be submitted in the form of Demand Draft/Banker's Cheque in favour of Additional commissioner-I, Tribal Area Development Department payable at Udaipur and RISL processing fee Rs 1000/- has to be submitted in the form of Demand Draft in favour of MD, RISL, Jaipur. All the said Demand Drafts/Banker's Cheques, affidavits, certificates and Annexure (if any), as required and mentioned in Evaluation & Qualification Criteria, has to be submitted physically in an envelope, in the office of the commissioner, Tribal Area Development Department payable at Udaipur, on or before 01-07-2019 up to 01.00 PM.
9. The Bids shall be opened on the date & time as mentioned above, in the presence of the Bidders or their representatives who wish to be present.
10. Bidder, who wishes to participate in the Bid, will have to register on <http://eproc.rajasthan.gov.in>. Bidder will have to procure digital signature certificate (DSC) as per Information Technology Act 2000 and amendments, to participate in online Bid.
11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. The Bidders shall have to submit a GST registration certificate from the concerned authorities and the 'PAN' issued by Income Tax Department.
13. The details of the delivery locations are appended with bidding documents.
14. No physical / offline bids shall be accepted.

Additional Commissioner-I  
Tribal Area Development Department,  
Udaipur



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**Section-I**

**Definitions**

**Definitions of the following words given in the bid document should be understood as under:-**

1. Act - Means " The Rajasthan Transparency in Public Procurement Act- 2012"
2. Rule- Means "Rajasthan Transparency in Public Procurement Rules- 2013"
3. Government - Means "Government of Rajasthan"
4. Procuring Entity - Means "Additional Commissioner-I, Tribal Area Development Department, Udaipur"
5. Procuring Item - Means "School Uniform Cloths" with the specification given in the Bid Document.
6. Bidder - Means " The Textile manufacturers shall be authorized to submit the bid and participate in a procurement process with Procuring Entity"
7. Successful Bidder - Means "the bidder whose price bid considered lowest".
8. Approved Supplier- Means "Bidders who has been awarded the supply order".
9. Supply- Means "Quantity of the item for which orders has been given to bidder from Procuring Entity or any officer and officer authorised by PE (like DLO/Project officer/School Principal) for supply to him"
10. 'TADD'- means Tribal Area Development Department.
11. "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
12. "Bid Price/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.
13. "Bid/Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

Note: - General terms and Conditions of bid shall be a part of the agreement. After the agreement, wherever bidder is written in the General terms & conditions of the bid should be read as "approved supplier".



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### Section-II

#### Instructions to bidders for online submission of e-Bid

1. The bidder who are interested in bidding can download Bid documents from <http://eproc.rajasthan.gov.in>
2. Bidders who wish to participate in this Bid will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online Bid, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Signature Certificate need not to procure a new Digital Signature Certificate. Contact No. 0141-4022688 (Help Desk 10am to 6pm on all working days) email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in), Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
3. Bidders shall submit their offer on-line in electronic formats both for technical and financial proposals.
4. DD / BC for Bid Fees, Processing Fees, Bid Security and should be submitted manually in the office of Bidding Authority before scheduled date & time as mentioned in NIB. Scanned copy of the same should be uploaded along with the online Bid.
5. Before electronically submitting the Bid, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
6. Training for the bidders on the usage of e-Bidding system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
7. Bidders are also advised to refer "Bidders Manual" available under "Download" section for further details about the e-Bidding process.
8. Bidders if they so desire, may participate in the pre bid conference to be held as scheduled in Conference hall at TADD Udaipur, to clarify the doubts in respect of bidding document
9. The outcome of the pre bid meeting in form of corrigendum, if required, will be the part of Bid document. It will be published on the State Public Procurement Portal (SPP) - <http://sppp.rajasthan.gov.in>
10. Bidders shall have to enter the documents in the "cover" as per the following order :-

#### (A) Technical Cover

##### (a) In the Fee Cover (in PDF format)

- a. Scanned copy of DD/Banker's Cheque for Bid fee in favor of " Additional Commissioner-I, TADD, Udaipur", payable at Jaipur.
- b. Scanned copy of DD/Banker's Cheque for Bid Security in favor of "Additional Commissioner-I, TADD, Udaipur ", payable at Jaipur.
- c. Scanned copy of DD/Banker Cheque for Processing Fees in Favor of MD RISL, payable at Jaipur.

##### (b) In the Technical document cover (in PDF format)

Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers and relevant annexure (except BoQ Sheet) for evaluation of Technical Bid.



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## (B) Samples

1. Bidders must submit 3 identical sets of all basic fabrics as per shade/specification and as per our indicative store sample in the office of the Commissioner, TADD, Udaipur on or before the due date and time of the bid. **Each sample piece of fabric must be of minimum 2 meters length.**

## (C) Price Bid(BoQ) Cover (.xls format)

The Price Bid (BoQ) must be uploaded after entering the same in the required column:-

**Name of Bidder.....**


S. No.	Item Description	Approx. Required Quantity	Units	Net Rate per Meter with all others taxes, charges, duties etc. Excluding GST In Rs.	GST per Meter	Total Amount inclusive of all Col.7=sum(5+6)*3 In Rs.
1	2	3	4	5	6	7
1	Supply of Shirting clothes (shirt/Kamiz/salwar) for Tribal Hostels, Residential Schools, maa bari day care centre as per specification given in section-III of Bid Document	400000.00	Meter	<b>Rates will be quoted only in BOQ Online</b>		
2	Supply of Suiting clothes (full paint/ half paint/Skirt) for Tribal Hostels, Residential Schools, maa bari day care centre as per specification given in section-III of Bid Document	250000.00	Meter			
3	Supply of Dupatta clothes for Tribal Hostels and Residential Schools as per specification given in section-III of Bid Document	35000.00	Meter			

1. Bidders shall enter name of the firm on BoQ only.
2. Bidders are requested not to edit or change any item or quantity.
3. Rates are to be filled only in BoQ (in.xls format) sheet only.


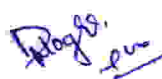


### Note:

1. All bidders are advised not to wait last date and submit their Bid at the earliest
2. Additional Commissioner-I, TADD, Udaipur shall not be responsible for any inconvenience in website and no extension in deposition of Bid be allowed for any bidder.
3. The Price bid (BoQ) would be opened and considered of only those Bidders who meet the criteria of eligibility and technically Qualified Bidder.

Date  
Place

Sign and Seal of the Bidder



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### Section – III

#### Qualification Criteria for Technical Bid.

Only the Textile manufacturers are eligible to submit the tender. It is mandatory for the bidder i.e. the textile manufacturer to fulfil the following qualification criteria in Technical Bid. In case of failure in fulfilling the qualification criteria; the bid shall be rejected:-

1. The Bidder must submit the valid ISO 9001 and 14001 Certificate.
2. The bidder based on submission of documentary evidence must possess the credentials to qualify in the technical bid. The bidder should also submit along with the bid.
3. The Bidder must be a Textile Manufacturer having a 100% composite mill having spinning, weaving and processing including printing with printing capacity under one PAN Card. The Valid composite mill certificate issued according to revised guidelines as per Textile Commissioner's circular No. 7 /2 /Comp /2015 /Wvg /Vol.IV /21 / dt, 14.06.2017 or any other updated amendments from the Ministry of Textiles; Government of India must be uploaded for this purpose.
4. If the bidder is MSME, in this regard they should submit relevant forms, certificates and affidavit for applicability as per Finance department, GOR notification dated 19 nov., 2015 and as amended on dated 29 Aug, 2018.
5. The textile manufacturer must possess valid Pollution Control Certificate.
6. The Bidder should have valid Social Accountability Certificate such as SA/OEKO-TEX certification/Any equivalent certifications for non-usage of harmful substances during fabric manufacturing process. The textile manufacturer must possess SA/OEKO Tex or equivalent certificate as mentioned in the Textile Commissioner's latest circular.
7. The Bidder should have achieved a minimum net average annual turnover not less than Rs. 10.00 crores in the last three financial years 2016-17 to 2018-19. A statement should be submitted in prescribed format **Annexure-E** given in the bid document duly signed by C.A. and the bidder along with copies of balance sheets & ITR's.
8. The Bidder must have past experience of supplying stitched uniform garments or uniform fabrics Cumulative worth of Rs. 2.00 Crores and above during last 3 financial years i.e 2016-17 to 2018-19 to any Central/State Govt./Municipal Corporations/PSUs or any other government departments and institution run & control by government.  
A performance certificate should be submitted in prescribed format **Annexure-G** given in the bid document along with work order copies and satisfactory work completion certificate if available from the client.
9. The Bidder should submit Bank Solvency Certificate for Rs. 1.00 Cr from any Nationalized Bank/ Scheduled Bank. Such certificate shall not be old more than three months from submission date of Bid.





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10. The Bidder should have adequate machinery for the manufacturing of School Uniform Cloth in the scheduled time period. An undertaking should be submitted in prescribed format **Annexure-O**
11. The bidder must have complete quality control over work. It is the bidder's responsibility to supply the school Uniform Cloth as per tender specifications and tender terms and conditions. Undertaking as per bid format **Annexure-H** shall be uploaded on Rs.100/- stamp paper.
12. The Bidder should submit copy of PAN, GST registration certificate and copy of latest GST return (Not older than four months) filed should be enclosed.
13. The Bidder should submit three sets of school Uniform Cloth (2 mtr length) as per the tender specifications in the office of Additional Commissioner-I, TADD, Udaipur and submits scanned copy of the receipted challan as a proof for submission of sample.
14. Bidder should deposit Bid Security, Bid Form fee, RISL Processing fee by Demand Draft / Bankers Cheque/BG only as mentioned in Bid Document and should submit scanned copies of the same.
15. Necessary Documents should also be submitted with bid as mentioned in the Check List of Technical bid. All above qualification criteria technical documents are mandatory non submission of any of the above will result in rejection of the bid.

Date  
Place

**Sign and Seal of the Bidder**



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## Section-IV

### SPECIFICATIONS OF PROCURING ITEM (School Uniform Cloths)

Amend No. 1 to IS 15852 : 2009/15853 : 2009 (See detail for further reference)

Sl. No.	Characteristic	Requirement shirting (shirt/Kamiz/salwar)	Requirement Suiting (full paint/ half paint/Skirt)
Colour		White/navy blue/ kathai (as per govt. school norms)	Navy blue/Brown (as per govt. school norms)
01	Length (Meter)	As desired (No minus tolerance)	As desired (No minus tolerance)
02	overall width (Centimetre)	90 cm or as agreed= 1 cm	1.38 cm or as agreed+ 1 cm
03	Threads/dm ;		
	Warp	440 +5% -2.5%	260 +5% -2.5%
	Weft	360 +5% -2.5%	190 +5% -2.5%
04	Mass, g/m <sup>2</sup>	102 +5% -2.5%	190 +5% -2.5%
05	Fibres composition percent a) Polyester b) Viscose/Cotton	67 ± 10% Remainder	67± 10% Remainder
06	Breaking Strength on 5 cmx20 cm strip. N (Kgf) Min a) Warp way b) Weft way	440 (44.9) 350 (35.7)	880(89.7) 640 (65.2)
07	Dimensional stability to dry heat at 150+ 2°C, Percent Max a) Warp way b) Weft way	1.0 1.0	1.0 1.0
08	Minimum Colour fastness ratings to a) Light (Change in colour) b) Washing, Test C (3). 1) Change in colour 2) Staining of adjacent fabrics C) Dry-heat at 150+ 2°C (Change in colour) d) Perspiration (acidic and alkaline) 1) Change in Colour 2) Staining of adjacent fabrics e) Rubbing 1) Dry 2) Wet f) Hot Pressing at 150+ 2°C for 15 s in dry state 1) Change in Colour 2) Staining of adjacent fabrics	5 4 3-4 4 4 4 4 4 4 3 4 4	5 4 3-4 4 4 4 4 4 4 3 4 4

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**DUPATTA – Brown/white**

		Descriptions
1	Length in Meter	: As desired
2	Width in cm	: 80 minimum
3	Blend composition percent	: Poly chiffon blend of 60% nylon 40 % viscose
4	Others	: Anti slippery, Light weight, shrink resistant, long life, colour fast, solid dyed, soft texture with easy wash.

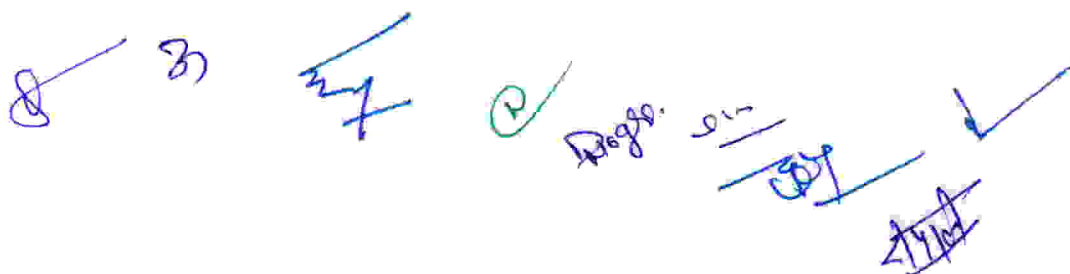
Note - The dyeing of colour should be fast to washing /dry cleaning.

1. Blend
2. Size
3. Manufacturer's Name
4. Year of Manufacture
5. Trade mark / Brand Name

Note: - Colour shall be variable according to government policy/decision and department requirements.

Date  
Place

Sign and Seal of the Bidder



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## Section-V

### CHECK LIST FOR TECHNICAL BID

S. No.	Particulars	Enclosed (Yes/No)	Page No
1	Valid ISO 9001 and 14001 Certification		
2	The textile manufacturer must be a 100% composite mill having spinning, weaving and processing under one entity. The composite mill certificate issued (as per Textile Commissioner's circular) from the Ministry of Textiles, Government of India must be uploaded for this purpose.		
3	The textile manufacturer must possess valid Pollution Control Certificate.		
4	The textile manufacturer must possess OKEO Tex or equivalent certificate		
5	The Bidder should have achieved a minimum net average annual turnover not less than Rs.10 crores in the last three financial years 2016-17 to 2018-19. A statement should be submitted in prescribed format <b>Annexure-E</b> as given in the bid document..		
6	The Bidder should have experience supply of uniforms/ Uniform cloth order of minimum Rs. 2.00 crores in any of the last three financial years. A performance certificate should be submitted in prescribed format <b>Annexure-G</b> given in the bid document.		
7	Bank Solvency Certificate for Rs 1 Cr. from any Nationalized Bank/ Scheduled Bank. Such certificate shall not be old more than three months from submission date of Bid.		
8	Undertaking of machinery and equipment possession in prescribed format <b>Annexure-O</b> , given in the bid document.		
11	<b>Annexure- H</b> Quality Control undertaking.		
12	Copy of PAN, GST Registration Certificate and GST Return/clearance certificate.		
13	Copy of the receipted challan as a proof for submission of sample three sets of School Uniform Cloth as per the tender specifications in the office of Commissioner TADD, Udaipur.		
14	An affidavit Form B and other documents as per Instructions of Rajasthan Gazette, Notification of Finance Department dated 19 November, 2015 Government of Rajasthan.		
15	Scanned copies of Bid Security, Bid Form fee, RISL Processing fee as mentioned in Bid Document.		
	If the bidder is MSME, in this regard they should submit relevant forms, certificates and affidavit for applicability		
	Annexure-A Declaration by the Bidder regarding Qualifications Declaration by the Bidder		
	Annexure-B COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST		
	Annexure-C GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS		
	Annexure-D Additional Conditions of Contract		
18	<b>Annexure-E</b> Average Annual Turnover		
19	<b>Annexure- G</b> EXPERIENCE OF SUPPLY OF SCHOOL UNIFORM CLOTHES		
20	<b>Annexure-H</b> PRO-FORMA FOR UNDERTAKING OF QUALITY CONTROL FOR SUPPLY OF SCHOOL UNIFORM CLOTH Technical Undertaking		
21	<b>Annexure-I</b> Declarations and Undertakings		

8 3 24 P 100% 5- 54 14/11



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S. No.	Particulars	Enclosed (Yes/No)	Page No
22	Annexure-J Affidavit regarding compliance to Terms & Conditions of Bid		
23	<b>Annexure- K</b> Technical Undertaking		
24	<b>Annexure-L</b> Financial Undertaking		
25	Annexure-M Declaration by the Bidder regarding Qualifications Declaration by the Bidder		
26	<b>Annexure-N</b> Format of Agreement		
27	<b>Annexure-O</b> Undertaking of machinery and equipment possession		
28	<b>Annexure-P</b> Delivery Locations		

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### Section-VI

#### General terms & conditions of e-Bid

**Important Instructions:-** The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" and "Rajasthan Transparency in Public Procurement Rules, 2013" and Rajasthan Gazette Notification of Finance Department dated 19 November, 2015 and Aug. 29, 2018 under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules this Bidding Document, the provisions of the Act and the Rules shall prevail. However, wherever additional provisions are given in the document to safe guard in the interest of government. The provisions of document shall prevail.

BIDDERS SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY WITH IT STRICTLY WHILE SUBMITTING THEIR BIDS. IF THE BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE BID NOTICE; HE SHOULD REFER THESE TO THE **ADDITIONAL COMMISSIONER-I, TADD, UDAIPUR** BEFORE SUBMITTING BIDS AND OBTAIN CLARIFICATIONS. THE DECISION OF **THE ADDITIONAL COMMISSIONER-I, TADD, UDAIPUR** SHALL BE FINAL AND BINDING ON THE BIDDER.

#### THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

1. E-Bid is invited from textile manufacturers.
2. Bidder should submit relevant documents as mentioned in Qualifying Criteria, Check List of Technical Bid & other document information required in the bid document.
3. The Technical scrutiny committee of Additional Commissioner-I, TADD, Udaipur may ask for original copy of any of the documents submitted by the bidder online to verify its authenticity.
4. Bidder should submit bid form with signature & seal on each page.
5. No Bid /sample will be accepted after due date & time fixed for receiving of Bid.
6. The Additional Commissioner-I, TADD, Udaipur reserves the right to reject any or all the Bids without assigning any reason thereof.
7. Validity of bid offer shall be one year from the opening of Financial Bid.
8. Bids shall be submitted to Additional Commissioner-I, TADD, Udaipur through [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)
9. Before the last date for the receipt of bid, Additional Commissioner-I, TADD, Udaipur may amend any of the bid conditions, as may be desired and if such amendments is absolutely necessary the same shall be communicated to intending bidders through website [www.tad.rajasthan.gov.in](http://www.tad.rajasthan.gov.in) and <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in>.

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10. Bidder enterprises who are black listed by the Government of India/any State Government/ any union Territory/ Govt. Agency are not entitled to file the Bid. If the bidder enterprises already blacklisted files a Bid in "Benami" name, the Bid shall stand rejected apart from forfeiture of Bid Security furnished.
11. Bidders should submit documents with technical bid as per specified point number 10 & 11 in Rajasthan gazette notification of finance department dated 19 November, 2015
12. All documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
13. Bid will be liable for outright rejection if :-
  1. Any rates are disclosed in Technical Bid.
  2. Any discounts/special offers are made in Technical Bid.
14. In event of Bid being submitted documents as per law by proprietary enterprises, the bid must be signed by sole proprietor. In event of a partnership enterprises, the bid must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in case of enterprises Pvt. Ltd/Ltd, the bid must be signed by authorized signatory as the manner laid down in the board resolution & Articles of Association.
15. Joint Venture/Consortium or Association is not allowed for the bid.
16. Any change in the Constitution of the Bidder enterprises shall be notified forthwith by the bidder in writing to Procuring Entity and such change shall not relieve any former member of the Bidder enterprises from the liability under the contract. No new partner/partners shall be accepted in the Firm by the bidder in respect of the contract unless he/they agree to abide by all its terms and conditions and submit to Procuring Entity, a written agreement to this effect. The bidder's receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.
17. No paper should be detached from the Bid document; the hard copy of bid documents shall be filled with ink or typed. The Bidder shall sign with seal on every page of the bid document and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents except BoQ. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
18. Any change or insertion of any other condition or stipulation in the terms & condition of bid document is not allowed and if so found, shall render the Bid to the rejection without notice.
19. **SUBMISSION OF SAMPLES & DEMONSTRATIONS:**
  1. Three sets of samples must be submitted of the quoted items free of cost to Procuring Entity as per the specifications and descriptions are mentioned in the bid document. No samples will be accepted after the prescribed period. In the



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event of non-submission of samples within the prescribed period, the bid shall not be considered.

2. Sample must be submitted duly marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample- The Name and full address of the firm and the item details.
3. If the bidder submitted sample is not as per bid specifications then bidder sample will be not considered for bid evaluation the bidders bid will be rejected.

### 20. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

A bidder may withdraw, substitute, or modify its bid after it has been submitted in accordance with the online procedure of bid i.e. e-procurement within the time date limit schedule. But No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bid.

### 21. COMPLETION PERIOD

Completion period of "Procuring Item" shall be 30 days from the date of supply order. Bidders should be capable of supplying the ordered quantity of "Procuring Item" within 30 days from the date of issue of supply order.

### 22. PLACES OF DELIVERY

Ordered quantity of "Procuring Item" as per specifications delivered at District level officer/Project officer/Schools Principal under TADD Rajasthan as per List annexure-P

### 23. BID SECURITY-

- (a) Every Bid should be accompanied by Bid security @ 2% of estimated cost of bid. Necessary document in this regard should be submitted with the bid. The bid security should be given by DD/BC/BG in favour of "Additional Commissioner-I, TADD," payable at Udaipur only. The bid security must remain valid up to one year from the last date of submission of bid. In case of unsuccessful bidder bid security will be returned after the successful bidder executes the agreement. Bid security will not carry any interest.
- (b) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
- (c) The bid security of unsuccessful Bidder shall be refunded soon after finalization of the Bid.
- (d) The bid security deposit lying with the Board in respect of other Bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security for the fresh Bid. The bid security may, however, be taken into consideration in case Bids are re-invited for the same item.
- (e) No interest will be paid on Bid Security by the Procuring Entity.

### 24. FORFEITURE OF BID SECURITY

The Bid Security taken from a bidder shall be forfeited in the following cases, namely: -

1. when the bidder withdraws or modifies its bid after opening of bid.
2. when the bidder does not execute the agreement, if any, after placement of supply order within the specified period.

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3. when the bidder fails to commence the supply of the goods as per supply order within the time specified;
4. when the bidder does not deposit the performance security within specified period after the supply order is placed; and
5. If the bidder breaches any provision of code of integrity prescribed for bidders.

### 25. CLARIFICATION OF BIDS

To assist in the examination, evaluation, comparison and qualification of the Bids, the Bid evaluation/Purchase committee may, at its discretion, ask any Bidder for a clarification regarding online submitted document but any types of new document will not be accepted.

### 26. NON-MATERIAL NON-CONFORMITIES IN BIDS

Before opening the Price Bid (BOQ), the Bid evaluation/Purchase committee may -

- 1- Waive any nonconformities in the Bid that do not constitute a material deviation, reservation OR omission, the Bid shall be deemed to be substantially responsive.
- 2- Request the Bidder to submit the necessary information OR document like audited statement of accounts, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 3- Rectify non-material OR non-conformities OR omissions on the basis of the information OR documentation received from the Bidder under sub-rule (2).

### 27. OPENING OF BIDS

- 1- Technical Bids filled, will be opened as per scheduled date & time
- 2- If the date fixed for opening of Bids happens to be Govt. holiday, the Bids filled online shall be opened on the next working day at the same time specified above.
- 3- The Price Bid (BOQ) of the qualified bidder in Technical bid shall be opened.
- 4- Rate offered by the qualified bidder will be taken into consideration to arrive at lowest rate offered by the bidders viz L1, L2 and so on.
- 5- After the conclusion of Price Bid opening (BOQ) the lowest offer of the Bidder may be considered for negotiations if necessary as per rules and rate arrived after negotiations is declared as L-1 rate for an item for which the Bid has been invited.
- 6- The rate accepted is for the supply of bided quantity in all respects. Any request for revision of the rate due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stand rejected.
- 7- Board reserves the right to reject any or all the Bids without assigning any reasons whatsoever and the decision of Procuring Entity in this regard is final and Binding on the Bidder and cannot be called into question.

### 28. CORRECTION OF ARITHMETIC ERRORS

Provided that a price bid (BOQ) is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

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2. 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.
3. 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 clause (1) and (2) above.
4. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

### 31. **RATES:**

Only School Uniform Cloth rates should be quoted. No separate free goods of cash discounts should be offered. Rate must be valid for the entire period of the bid and must be offered conforming to the following: -

- 1- The rate must be inclusive of all charges by way of packing, forwarding, handling, incidental or transit charge including transit insurance and any other levies or duties etc. charged on the product.
- 2- Only **GST should be shown separately in the BOQ.**
- 3- If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- 4- The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made written in figures and words clearly and initialed with dates.
- 5- The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the Bid and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.

### 32. **Price/ purchase preference in evaluation**

Price and/ or purchase preference notified by the State Government (GoR), Price/purchase preference policy for MSME enterprise (as per circular on Nov. 19, 2015 and Aug. 29, 2018) & any other notification issued by GoR for price/ purchase preference and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of Rate contract

### 33- **PERFORMANCE SECURITY (P.S.)**

- 1- The amount of performance security shall be 5% of the amount of Contract Amount.
- 2- Performance Security shall be furnished in any one of following forms within fifteen days from the date of supply order:-
  - i. Through DD/BC in favour of "Additional Commissioner-I, TADD, Udaipur" payable at Jaipur **Or**
  - ii. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bid security clause. **Or**
- b. Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of Procuring Entity on account of bidder, and discharged by the bidder, in

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advance. Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that bidder, furnishes an undertaking from the bank to make payment/premature payment of the fixed deposit receipt on demand to Procuring Entity without requirement of consent of bidder, concerned. In the event of forfeiture of the performance security, the fixed deposit shall be forfeited along with interest earned on such fixed deposit.

- 3- Performance security furnished in the form specified in clause (b) & (c) of sub-rule (3) shall a period of as per norms.
- 4- Bid Security deposited earlier in this bid will be adjustable towards performance security as per norms.
- 5- If Bidder fails to furnish the Performance Security Deposit within the time specified, the Bid Security shall stand forfeited besides recovery of consequential losses, if any, sustained by Procuring Entity apart from cancellation of award of supply agreement and debarring of the Bidder.
- 6- No interest will be paid on the performance security by Procuring Entity.

### 34. **FORFEITURE OF PERFORMANCE SECURITY**

Performance Security amount in full or part may be forfeited in the following cases: -

- 1- When any terms and conditions of the agreement are breached by the bidder.
- 2- When the Bidder fails to make complete supply satisfactorily.
- 3- Notice of reasonable time will be given in case of forfeiture of performance security. The decision of the Procuring Entity, in this regard shall be final.

### 35. **AGREEMENT/CONTRACT**

Agreement/Contract should be executed with the bidder, whose bid has been considered for supply order. An agreement should be executed immediately by furnishing the Performance Security as prescribed seven days (7) days as per the terms & conditions on requisite amount non judicial stamp paper. In the event of failure to execute the agreement, the Performance security OR Bid Security as the case may be stand forfeited apart from cancellation of supply order besides debarring of the Bidder and Procuring Entity is entailed to collect liquidated damages if any from the Bidder for his failure to comply with the terms and conditions of the Bid. Delay may be condoning by Procuring Entity.

### 36. **PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**

- a. At the time of award of supply order, the quantity of "Procuring Item", originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guarantee against bid quantity. The Bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual requirement during the Rate contract/ Rate agreement period.
- b. 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 compensation or relaxation except otherwise provided in the conditions of contract.

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c. However a bidder is bound to supply up to the quantity indicated by him in bid document, considering the total production capacity & capacity dedicated to Procuring Entity. Moreover, the actual supply beyond Bid quantity may be made keeping in view the supply commitment of bidder to Procuring Entity.

d. Additional quantity may be procured for a period of 6 months from the date of purchase order as per the prevalent rules.

**Procuring Entity does not guarantee any volume of quantity at any given time and the decision in this regard would be final, binding on the bidders and shall not be called into question by any bidder. Procuring Entity reserves sole discretion in the matter.**

**37. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDERS AT THE TIME OF AWARD:**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However when it is considered that the quantity of the subject matter of procurement to be procured is very large and procuring item it may not be in the capacity of the bidder whose bid is accepted to manage the entire quantity production or to the entire quantity distribution, or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidders, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted. This bid does not have the provision of parallel rate contract.

**38. TERMINATION OF CONTRACT ON BREACH OF CONDITIONS:**

1- In case the bidder fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the bidder as Security Deposit and cancel the agreement.

2- Procuring Entity reserves the right to terminate without assigning any reasons therefore the Agreement either wholly or in part without any notice to the bidder. The bidder will not be entitled for any compensation whatsoever in respect of such termination of the Agreement by Procuring Entity.

**39. PACKING OF "PROCURING ITEM"**

Stocks should be delivered in good packing to protect the item in Transit.

**40. MARKING ON EVERY ITEM:**

Every Item to be delivered to District level officer/Project officer under TADD Rajasthan by bidder should be marked as per the bid requirements. No extra charges shall be given on this account.

**41. PACKING & INSURANCE**

The goods shall be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the suppliers and the Procuring Entity shall not be required to pay any such charges, if incurred.

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### 42. INSPECTION

1. The procuring item shall be supplied according to specifications provided in the bid document and shall be inspected by the authorized person/agency of Procuring Entity randomly. The inspection and testing of the material may be got done by any Inspecting agency at site. The supplier shall provide all facilities free of cost for testing.
2. If the material is found below specifications or defective, procuring items shall not accept the procuring item and notify the defects to the firm. The firm shall be bound to replace the defective goods after inspection or remove defects as desired by Procuring Entity.

### 43. ACCEPTANCE OF STOCKS

- 1- Bidder should deliver "Procuring Item" at specified destinations. In the event of supply of stock not conforming to specifications such stocks are liable for rejection.
- 2- Only good quality of "Procuring Item" strictly conforming to specifications as detailed in the bid document will be accepted.
- 3- "Procuring Item" not conforming to specifications stands liable to rejection and it is the responsibility of the supplier to lift back the rejected stock immediately.
- 4- **Item receipt slip shall be given to the bidder and issue of receipt slip shall not mean that the items has been received as per specification and standard provided in the bid.**

### 44. REPLACEMENT CLAUSE:-

- a) The Bidder shall give guarantee that the "Procuring Item" supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the "Procuring Item" to be supplied and that notwithstanding the fact that the Procuring Entity may have inspected and /or approved "Procuring Item" as per technical specifications, the "Procuring Item" be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of Procuring Entity in that behalf will be final and conclusive Procuring Entity will be entitled to reject the "Procuring Item" or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection "Procuring Item" will be at the bidder's risk and all the provisions relating to rejection of "Procuring Item", shall apply. The Bidder shall, if so called upon to do so replace the "Procuring Item" or such portion thereof as is rejected by the Procuring Entity, or its authorized official. Otherwise, the Bidder shall pay such damage to the cost of rejected material as a measure of penalty along with non payment of rejected material. Nothing herein contained shall prejudice any other right of Procuring Entity in that behalf under this contract or otherwise.
- b) The Bidder shall also replace "Procuring Item" in case it is found defective / substandard.
- c) **The bidder will have to replace the rejected /substandard/ defective material within seven days. If failure in supply then purchase officer shall be free to arrange for the urgent required Items from alternative**

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sources and the extra cost incurred shall be recoverable from the Supplier.

- d) In case, any item supplied by the bidder does not conform to the required standard, the payment thereof, if received by the bidder shall have to be refunded to Procuring Entity. The bidder will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test. It may be noted that supply of "Procuring Item" less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under the rules.

### 45. FALL CLAUSE:

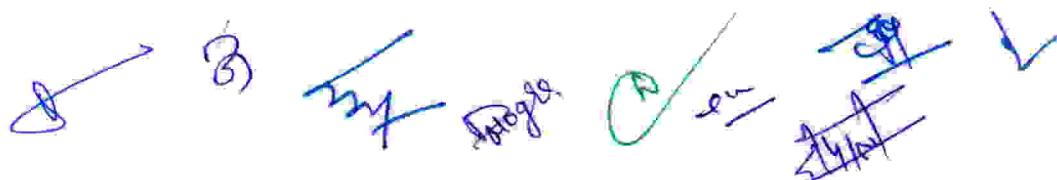
The price charged for the "Procuring Item" supply under the agreement by the successful bidder/bidders shall in no event exceed the lowest price at which the successful bidder sells the "Procuring Item" of identical description to any other person in the state (zone of state specified in financial bid) during the period of contract.

- a) If at any time, during the said period of Rate agreement in the State of Rajasthan the bidder reduces the sale price of such "Procuring Item" or sells such "Procuring Item" to any other person at a price lower than the price chargeable under the contract he shall forthwith notify such reduction of sales to the Procuring Entity and the price payable under the contract for the "Procuring Item" supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced. The successful Bidder shall furnish certificate in the manner required by Procuring Entity 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.
- b) The successful Bidder (s) shall endorse a certificate on each bill to the effect that the price conditions referred to above has been satisfied.
- c) The existing rate contract may be extended for a period not exceeding three months OR for Mutually agreed period.

### 46. LIQUIDATED DAMAGE:

1. The time specified for delivery in the bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from Procuring Entity.
2. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply :-

a.	Delay up to one fourth period of the prescribed Delivery Period	2.5 %
b	Delay exceeding one fourth but not exceeding half of the Prescribed D/P	5%
c	Delay exceeding half but not exceeding three- fourth of the Prescribed D/P	7.5 %
d	Delay exceeding three fourth of the prescribed D/P	10%





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3. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
4. The maximum amount of liquidated damage shall be 10%.
5. If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
6. Procuring Entity may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control; such reasons shall be recorded while providing extension.
7. In the event of failure to supply the ordered quantity, by the successful Bidder within the stipulated time, Procuring Entity reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid system at the risk and cost of such supplier and such supplier is liable and responsible to make good the financial loss sustained by Procuring Entity. If the rate is cheaper the benefit will not accrue to the defaulter bidder/supplier.
8. Procuring Entity reserves the right to charge penalty as decided by Procuring Entity or withhold payment for any unsatisfactory stocks supplied by the supplier without prejudices to other rights and the decision of Procuring Entity is final and cannot be called into question. The supplier is liable to reimburse/compensate the Procuring Entity or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
9. Notwithstanding anything contained in the terms and conditions of this Bid the Procuring Entity is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position.
10. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case Supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the Board.

### 47. BLACKLISTING AND RECOVERY OF LOSSES

In the event of failure by the Bidder at any stage of Bid process the Bid Security or Performance Security or Bills of supply will be forfeited apart from cancellation of award of contract and blacklisting of the firm/Bidder.

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### 48. RECOVERIES CLAUSE

1. Recoveries of liquidated damages, short supplies, and rejected/substandard goods shall ordinarily be made from the bills. Such amount may also be recovered from any other untied dues & security deposits available with department /government. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
2. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the Procuring Entity can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with Procuring Entity against previous rate contract/supply orders. Firm shall submit details of pending amount lying with Procuring Entity but decision of Procuring Entity regarding authenticity of sum payable shall be final.

### 49. SUBLETTING/SUBCONTRACT

The supply agreement awarded should be executed by the successful Bidder only. The subletting of supplies from any other Manufacturer is not permitted.

### 50. INDEMNITY

The Bidder indemnifies Procuring Entity against all claims which may arise in supply of inferior and low quality of "Procuring Item" not conforming to specifications prescribed.

### 51. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### 52. CONFLICT OF INTEREST:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or

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## 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, comm.tad.@gmail.com

responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

- a) Have controlling partners/shareholders in common; **or**
- b) Receive or have received any direct or indirect subsidy from any of them; **or**
- c) Have the same legal representative for purposes of the Bid; **or**
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; **or**
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; **or**
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; **or**
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/consultant for the contract.

53.

### GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is Commissioner, Tribal Area Development Department, Udaipur.

The Designation and address of the Second Appellate Authority is Principle Secretary, Tribal Area Development Department, Govt. Secretariat, Jaipur.

#### Filing an appeal:

1. 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 the Bidding Document within a period of ten days from the date of such a 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 (i) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it off within thirty days from the date of the appeal.

## TRIBAL AREA DEVELOPMENT DEPARTMENT

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3. If the officer designated under Para (i) fails to dispose off the appeal filed within the period specified in Para (ii), 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 the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (ii) 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) Provision 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; Applicability of the provisions of confidentiality.

### 5. Form of Appeal

- (a) An appeal under Para (i) or (iii) 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 authorized representative.

### 6. Fee for filling 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.

### 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

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## TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

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concerned shall pass an order in writing and provide the copy of order to the parties free of cost.

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

**54. SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

**55. ARBITRATION**

In case of any dispute arising between the bidders and the Procuring Entity, the Commissioner, Tribal Area Development Department, Udaipur will act as the arbitrator, and the decision of the arbitrator shall be final and binding on all the parties concerned.

**56. JURISDICTION**

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Udaipur.

**57. FORCE MAJEURE**

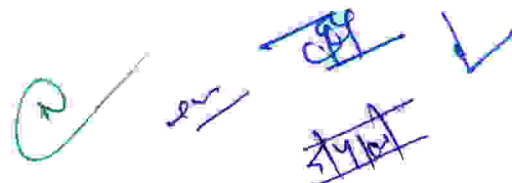
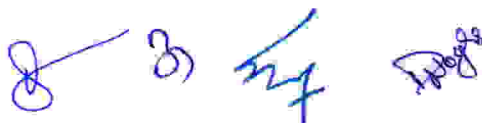
The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**58. Pre-bid Meeting/ Clarifications**

- a) Bidder should read these terms & conditions carefully and comply to it strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the tender notice/catalogue, he should get his doubt clarified during the pre-bid meeting on 24.06.19 at 3.00 P.M. in the office of Commissioner TADD Udaipur. The decision of the Commissioner TADD, Udaipur will be final and binding on the bidder.
- b) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

Date  
Place

Sign and Seal of the Bidder



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### Section-VII

#### Special terms & conditions of e-Bid

The Special Conditions of contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of SCC shall prevail over those in the GCC.

1. If the Supplier is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the TADD for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the TADD.
2. The Contract shall initially be valid for a period of One Year and can be extended further for another Three months on the same terms and conditions of the contract and at the same rates. The rates quoted by the bidder shall remain unchanged during the period of contract. Beyond this period, extension shall be granted by TADD as per the Rules.
3. Additional commissioner-I, Tribal Area Development Department, Udaipur however, reserves the right to terminate the contract by serving one months' notice, in writing if the TADD administration is not satisfied about the supplies of the contractor.
4. In case of breach of any terms and conditions attached to the contract, the Performance Security Money of the supplier will be liable to be forfeited by Procuring Entity besides annulment of the contract.
5. All documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
6. The satisfactory laboratory test report of bid samples is required for bidders to qualify in Technical Bid. However TADD shall also test samples.
7. **Sample testing shall be conducted at the level of TADD of only lowest Bidder who qualifies in all other qualification criteria as mentioned. If samples of L1 Bidder fail than samples of L2, L3.....so on will be tested till the requisite standard is met.**
8. **Sample testing shall be conducted by TADD from any Government or NABL accredited laboratories of the tests as per bid specifications with a tolerance of +/- 10%. The bidder shall be liable for payment of above test.**
9. If desired, Purchase Committee shall carry out the unit verification of only the bidders whose preliminary technical documents are found as per the bid requisites. Satisfactory inspection report of the Committee will be essential in case of inspection to qualify in technical bid criteria. Prospective bidders have to submit the details of their manufacturer's



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manufacturing unit where the manufacturing machines would be available for inspection along with the details, contact no., address, etc. the expenses of verification of the manufacturing unit shall be borne by the prospective bidder.

10. Price bid (BoQ) of only the qualified bidders in Technical bid shall be opened.

### 11. DETERMINATION OF LOWEST BIDDER:

The lowest Bidder shall be determined on the basis of total cost arrived at on composite basis as given in BoQ online. In BoQ, quantity of School Uniform Cloth (column no. 3) multiply by sum of net rates of per meter quoted (Column no. 5) and GST amount of per meter per quoted (Column no. 6) by the bidder and amount arrived in column no.7, sum of column no. 7 (Total composite rate) would be considered as lowest rate.

### 12. SUPPLY ORDER:-

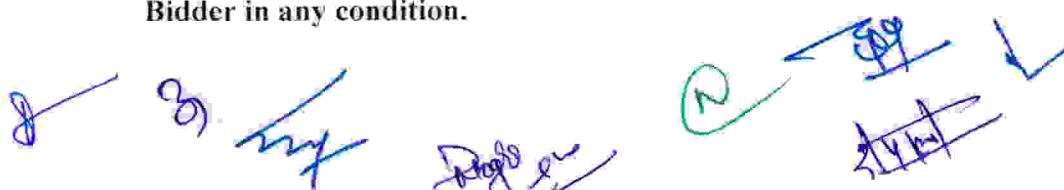
Supply order will be given as per requirement by district level officer(DLO)/Project officer/School Pricipal/subordinate offices as authorized by The Commissioner/Additional commissioner-I, TADD, Udaipur and payment will be made by district level officer(DLO)/ Project officer/School Pricipal/subordinate offices .

### 13. PAYMENT PROVISIONS:-

A. The payment of cost at the rate accepted will be made to the Supplier for a net quantity of all required items supplied and received as follows:

- I. Payment will be released by purchaser after fulfilment of all terms & condition of agreement and Bid, after completion of work order with satisfactory report and goods receipt challan from recipient end.
- II. Bill amount on submission of the bills in duplicate, along with acknowledgements obtained from the concerning destination and counter signed by concerning officer of the unloading point along with stamp receipt, duly verified by the responsible officer of the concerned destination signed copy of above challan/goods receipt has to be submitted to authority/authorities as authorized by The Commissioner/Additional Commissioner, TADD, Udaipur in duplicate. Challan should be very clean, not over written and prepare by computer.
- III. Successful Bidder will quote rate of School Uniform Cloth as per section-IV and BOQ in Bid but invoicing of supplied goods as per nature of goods and service define by GST. Statutory liability payable to State/Central Govt. should be shown separately.

B.No advance payment towards costs of supplied commodities will be made to the Bidder in any condition.

The bottom of the page features several handwritten signatures in blue ink. To the right, there is a green circular stamp with the number '2' inside, and a blue rectangular stamp with some illegible text and a signature over it.

**TRIBAL AREA DEVELOPMENT DEPARTMENT**

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- C. 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 shall 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.

**Date**  
**Place**

**Signature of Bidder with Seal**

8 31 May 2018  
[Signature]

[Signature]  
[Seal]  
[Signature]

# TRIBAL AREA DEVELOPMENT DEPARTMENT

Head Office: Commissioner, Tribal Area Development Department, Udaipur

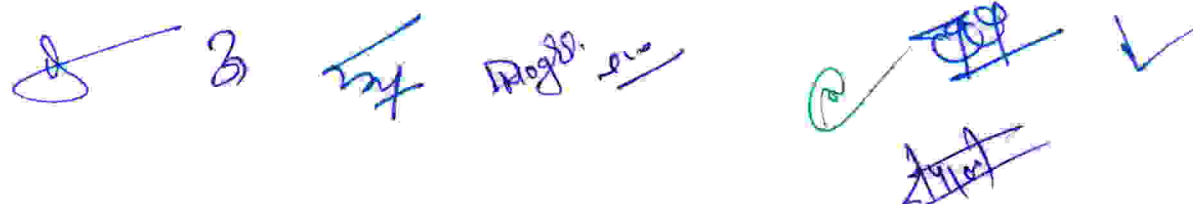
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## Section-VIII

e-BID FORM FOR PROCURING ITEM (School Uniform Cloth)

1.	Name of the Bidder	
2.	Telephone No.	
3.	Mobile No.	
4.	Email ID	
4.	Office Address of the Firm	
5.	Constitution of the Bidder whether Proprietorship/ Partnership/ Company/ Cooperative Society/Federation /consortium	
a)	<b><u>In case of Proprietorship Firm</u></b>	
	Name, Fathers Name and Residential Address of the Proprietor.	
b)	<b><u>In case of Partnership Firm</u></b>	
	Name, Fathers Name and Residential Address of all the Partners. Note: (Enclose the Registration Certificate from the Registrar of Firms or its attested copy/photocopy of Partnership Deed (Attach separate sheet if space is insufficient).	
c)	<b><u>In case of Company</u></b>	
i)	Regd. No. of the Company	
ii)	Name and Address of the Directors of the Company (Attach separate sheet if space is insufficient)	
6)	<b><u>BANK DETAILS OF BIDDER</u></b>	
	Name of Bank	
	Name of Branch	
	Bank Branch IFSC Code	
	Account Number	
7)	<b><u>GST Nos. (along with copy of certificate)</u></b>	
8)	<b><u>PAN No. of the Bidder</u></b> (Enclose a certified copy of the same)	
9)	Bid Security of Rs. _____ /- deposited vide DD/B.C No. _____ dated _____ drawn on _____. (Name of Bank & Branch).	
<b><u>Signature of the Bidder with Seal</u></b>		
(Name: -----)		
(Designation -----)		

\*In case of authorized representative signing this document enclose copy of the Authority letter.



**TRIBAL AREA DEVELOPMENT DEPARTMENT**

**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

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**Annexure-'A'**

**COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:-**

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward of gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of procurement process,
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgression with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**CONFLICT OF INTEREST:-**

The bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purposes of the Bid; or
  - d. 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 decision of the procuring entity regarding the bidding process; or
  - e. The bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid; or

*[Handwritten signatures and stamps]*



**TRIBAL AREA DEVELOPMENT DEPARTMENT**

**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

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- f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- g. The bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/consultant for the contract.

Date:

**Signature of Bidder with Seal**

Name:

Designation:

Address:

*J. N. Singh Dept. Secy*

*(Seal) [Signature] ✓*  
*[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, comm.tad.@gmail.com

**Annexure-'B'**

**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**  
**DECLARATION BY THE BIDDER**

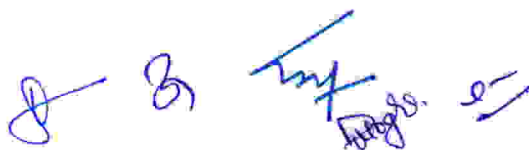
In relation to my/our Bid submitted to Additional commissioner-I **TADD Udaipur** for procurement of M/s ..... In response to their notice inviting Bids No.....Dated .....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

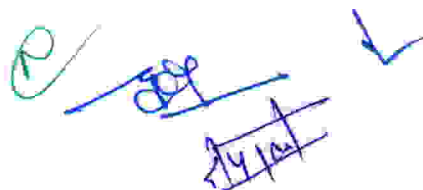
1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the bidding Document issued by the procuring entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/we are not insolvent, in receivership bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements of misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.

Date:  
Place:

**Signature of Bidder with Seal**

Name:  
Designation:  
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, comm.tad.@gmail.com

**Annexure-'C'**

**GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the First Appellate Authority is Commissioner **TADD Udaipur**

The designation and address of the Second Appellate Authority is Principal Secretary **TADD Udaipur**

**1. Filing an appeal:-**

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 the bidding document 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 ground 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, and 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) will deal with the appeal as expeditiously as possible and will Endeavour to dispose it off 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 the bidding document in this behalf 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.

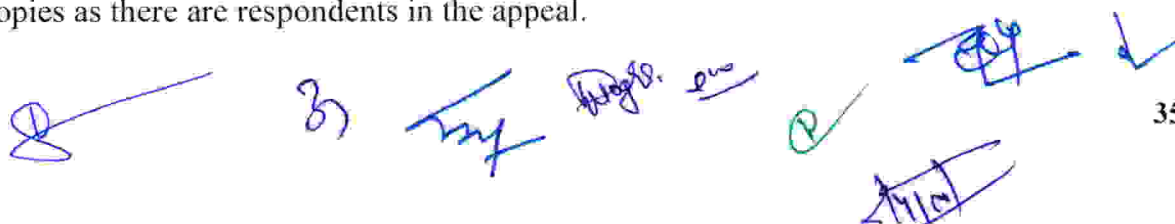
**4. Appeal not to lie in certain cases:-**

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participating of bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of procurement process;
- (e) Applicability of the provisions of confidentiality

**5. Form of Appeal:-**

(a) An appeal under Para (1) or (3) above will be in the annexed Form along with many copies as there are respondents in the appeal.





**TRIBAL AREA DEVELOPMENT DEPARTMENT**

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- (b) Every appeal will 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 maybe, in person or through registered post or authorized representative.

**6. Fee for filling appeal**

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

**7. Procedure for disposal of appeal:-**

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will 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, will,-
  - (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 will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause © above will be place on the State Public Procurement Portal.

Date:  
Place

**Signature of Bidder with Seal**  
**Name:**  
**Designation:**  
**Address:**

*[Handwritten signature in blue ink]*

*[Handwritten signature in blue ink with a green checkmark]*

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**FORM No. 1**

**[See rule 83]**

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

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

**1. Particulars of Appellant:**

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

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

- (i)
- (ii)
- (iii)

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

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

**5. Number of Affidavits and documents enclosed with the appeal:**

**6. Grounds of appeal:**

.....  
.....  
.....

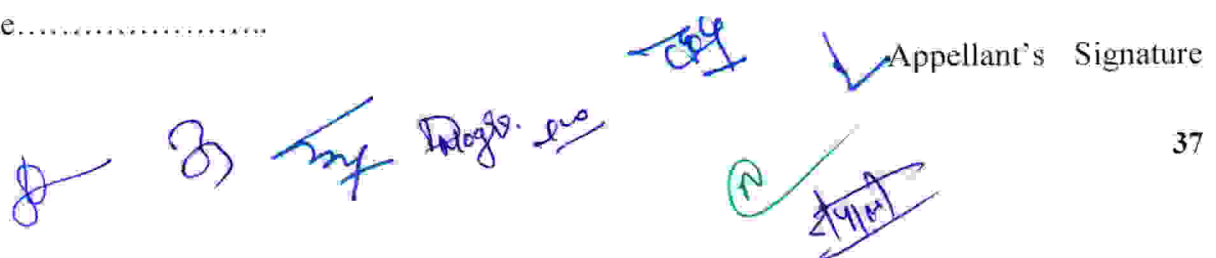
.. (supported by an affidavit)

**7. Prayer :**

.....  
.....  
.....

Place.....

Date.....

The bottom of the page contains several handwritten signatures and stamps. On the left, there are three distinct signatures in blue ink. In the center, there is a stamp that reads 'Dy. Commr. Udaipur' with a signature over it. To the right of this, there is a blue checkmark and the text 'Appellant's Signature'. Below the checkmark, there is a green circular stamp with a checkmark inside, and a signature in blue ink.

**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, comm.tad.@gmail.com

**Annexure-'D'**

**ADDITIONAL CONDITIONS OF CONTRACT**

**1. Correction of Arithmetic Errors:-**

Provided that a financial Bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals will prevail and the total will be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (i) and (ii) above.

If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid security will be forfeited or its Bid securing declaration will be executed.

**2. Procuring Entity's Right to Vary Quantities**

The quantity mentioned in the Bid is the minimum approximate quantity that the bidder will have to compulsorily supply to specified destination.

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit process or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procure less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity will not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity will be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred will be recovered from the supplier.

**3. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD (IN CASE OF PROCUREMENT OF GOODS):-**

As a general rule all the supply will be taken from successful bidder, whose Bid is accepted, However, when it is considered that the quantity of the subject matter of

8 3) *[Signature]* *[Signature]* *[Signature]*

*[Signature]* *[Signature]* *[Signature]*



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---

supply to be supplied is very large and it may not be in the capacity of the bidder, whose Bid is accepted to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest bidder or even more bidders, in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose Bid is accepted.

Date:

Place:

**Signature of Bidder with Seal**

Name:

Designation:

Address:

8/3 27/10/2019 14/10/2019

✓

**TRIBAL AREA DEVELOPMENT DEPARTMENT**

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**Annexure-'E'**

**Average Annual Turnover Statement**

The annual turnover of M/s. ....  
.....  
.....for the past three years  
are given below and certified that the statement is true and correct.

No. (Rs)	Financial Year	Turnover in Rs.	Sr
1.	2016-17	_____	
2.	2017-18	_____	
3.	2018-19	_____	
Total -		Rs. _____	Lakh
Three Year Annual Average turnovers per annum -		Rs. _____	Lakh

Date:  
Place:

**Signature of Auditor/Seal**  
**Chartered Accountant**  
(Name & Address)  
Membership No. :  
Tel. No. :  
Mob. No.:

**Verification by the bidder**

This to certify that above Statement regarding Annual turnover is true and found correct as per the accounts of firm.

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal

Enclosed -Balance sheet & ITR. copy

8 3) 24/10/2019 20/10/2019 20/10/2019 20/10/2019 20/10/2019 20/10/2019

**TRIBAL AREA DEVELOPMENT DEPARTMENT**

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**Annexure-'F'**

**FINANCIAL PROPOSAL/PRICE BID SUBMISSION SHEET**

{to be submitted by the bidder in BoQ format in financial Bid online}

**Name of Bidder.....**

S. No.	Item Description	Approx. Required Quantity	Units	Net Rate per Meter with all others taxes, charges, duties etc. <b>Excluding GST</b> In Rs.	GST per Meter	Total Amount inclusive of all Col.7=sum(5+6)*3 In Rs.
1	2	3	4	5	6	7
1		36000	Meter	<b>Rates will be quoted only in BOQ Online</b>		
2		77000	Meter			
3						
4						
5						

**Note:**

1. The rate should be quoted only in Indian Rupee on e-procurement website in BOQ format (should not be given in physical mode).
2. In case of Discrepancy between the prices quoted in words and Figures, lowest of the two will be considered.

*[Handwritten signatures and initials in blue and green ink]*



**Annexure-G**

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

**EXPERIENCE OF SUPPLY OF SCHOOL UNIFORM CLOTHES**

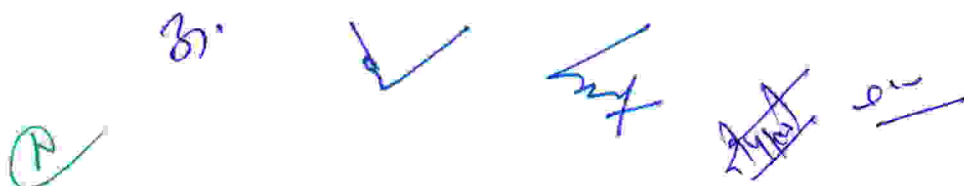
I/ We..... (Name of Bidder) do hereby undertake that I/We have supplied stitched uniform garments or uniform fabrics as per details given below and also do submit herewith the orders of value Rs. 200.00 Lacs as per the bid terms and conditions. These documents are true and authentic. These can be verified at any time by the procuring Entity.

S.No.	Name of the purchaser	Work Order No.	Work order dated	Work order Items Name	Work order Amount

Place :  
Date :

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal

Enclosed – Work order Copy & work satisfactorily completion certificate from the client.



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**Annexure-H**

**PRO-FORMA FOR UNDERTAKING OF QUALITY CONTROL FOR SUPPLY OF  
SCHOOL UNIFORM CLOTH**

To,  
Additional Commissioner-I  
Tribal Area Development Department  
Udaipur.

Dear Sir,

Reference: - Your e-Bid No. .... dated .....

I/We \_\_\_\_\_ (Full  
Name in the Capital Letters starting with surname) the Proprietor / Managing Partner /  
Managing Director / Holder of the Business for the ..... (Establishment / Firm /  
Registered Company) named herein below do here offer to **supply school Uniform Cloth**  
as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full quality control over **supply school  
Uniform Cloth** as mentioned in the tender & in accordance with the specifications therein.

Place :  
Date :

A collection of handwritten signatures and initials in blue and green ink. There is a green checkmark at the top left, followed by several blue ink signatures and initials, including one that appears to be 'Deygo'.

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal

**TRIBAL AREA DEVELOPMENT DEPARTMENT**

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

**Annexure- I**

**(On Rs.100/- non judicial stamp paper duly attested by Notary public)**

**Declarations and Undertakings**

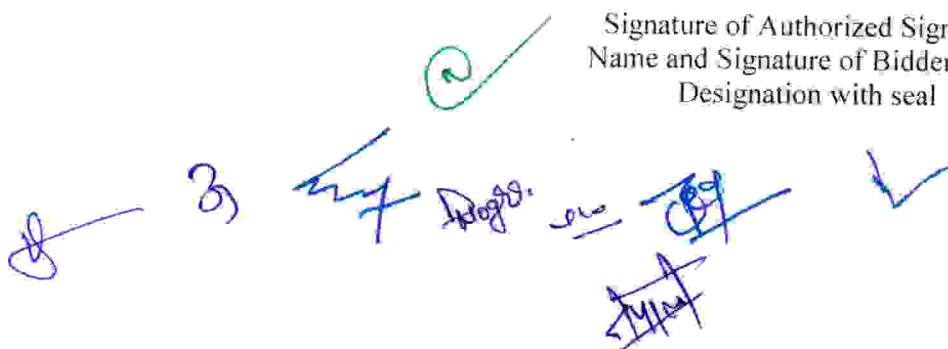
I/We..... (Name of Bidder) do hereby undertake detailed below:-

1. I/We certify that the rates quoted in Price Bid (BOQ) are reasonable & shall not sell on lower rates to anyone during the supply period.
2. I/We do hereby undertake that our company has not been blacklisted/ banned by any Govt. (Government of India / State Govt.) & their subordinate Departments for participation/submission of Bids.
3. I/we have carefully studied all the terms & conditions of e-Bid and shall abide by it.
4. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
5. I/We hereby unconditionally accept all terms and condition mentioned in the bid

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the Bid if and to the extent accepted may be cancelled and the amount of Bid Security/ Performance Security may be forfeited.

Place  
Date

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal

The block contains several handwritten signatures in blue ink. Above the signatures is a green circular stamp with a checkmark. To the right of the signatures is a rectangular stamp with the text 'Signature of Authorized Signatory' and 'Name and Signature of Bidder'. Below the signatures is a rectangular stamp with the text 'Designation with 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, comm.tad.@gmail.com

**Annexure-J**

**(On Rs.100/- non judicial stamp paper duly attested by Notary public)**

**Affidavit regarding compliance to Terms & Conditions of Bid**

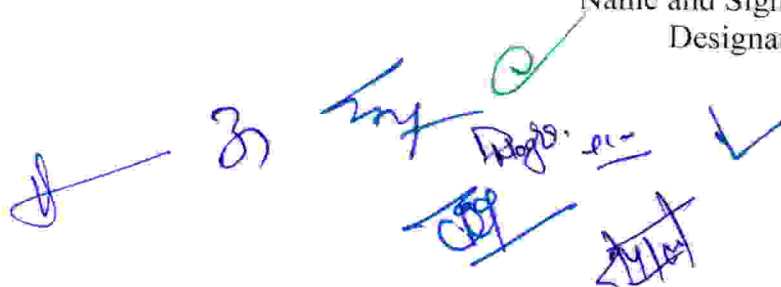
**Bidder Name.....**

I/We confirm that I/We are authorize to Shri .....  
to submit Bid on behalf of the firm participating in the Bid and have perused the  
entire Bid/ Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We  
hereby confirm unconditional acceptance and compliance to abide by all its terms &  
conditions as mentioned in the Bid/Bid document including technical particulars,  
Detailed technical specifications of the product, Special Terms & Conditions and  
General Terms & Conditions wherever indicated, offer validity, terms of delivery  
without any deviations whatsoever:

1. I/We also confirm acceptance of the all General Terms & Conditions of Bid document.
2. I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means including cartelization.
3. I/We also certify that the information given above is factually correct, true and nothing material has been concealed.

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal

The block contains several handwritten signatures in blue ink. There is a large signature on the left, a smaller one in the middle, and another on the right. A green circular stamp is visible near the top right of the signature area. Below the signatures, there are some handwritten notes and a blue rectangular stamp.

**TRIBAL AREA DEVELOPMENT DEPARTMENT**

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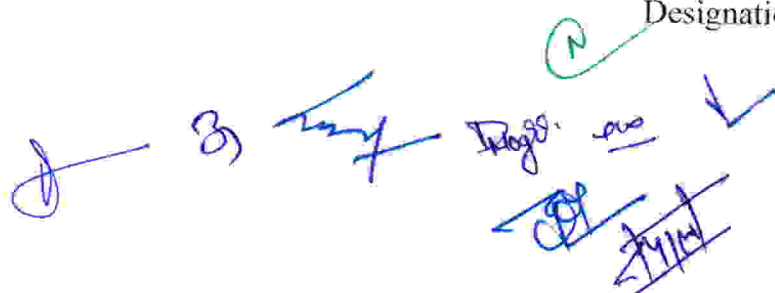
**Annexure- K**

**TECHNICAL UNDERTAKING**

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of **School Uniform Cloth** at the rate quoted by me/us at the destinations specified by TADD and as per Bid document specifications prescribed by the TADD.

1. I /We shall assure that I/We shall strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the TADD from time to time.
2. I /we have submitted all documents as required in the bid document.
3. I /We have submitted Bid Security & other charges as mentioned in the bid document.
4. I have submitted three sets of samples of procurement Item.
5. I/We have no past or present criminal record with the Police /Vigilance of CS Deptt. /Vigilance and Enforcement Deptt. Govt. of Rajasthan or Govt. of any other state /Govt. of India.
6. I/We have never blacklisted by Central Government/ any State Government / any Union Territory/State Agency at the time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
7. I/We hereby affirm that the Procuring Entity is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal

The block contains a handwritten signature in blue ink, a green circular stamp with the letter 'N' inside, and a blue rectangular stamp with the text 'Dy. Comm. Udaipur' and a signature over it.

**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, comm.tad.@gmail.com

**Annexure- L**

**FINANCIAL UNDERTAKING**

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of “ **School Uniform Cloth** “ as per specifications mentioned in the Bid document at the rate quoted by me/us at the destinations specified by TADD.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Bid, Agreement and directions given by TADD from time to time.

I/We shall furnish the prescribed Performance Security amount of 5% on the total value of the supply order, within fifteen (15) days of the acceptance of my our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/our Bid security stand forfeited if I/we fall to furnish the prescribed performance security and also enter into agreement within seven (7) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our performance security or any amount available with the TADD are liable to be forfeited, award of supply order, contract/ agreement stand cancelled besides blacklisting me/us.

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal





**TRIBAL AREA DEVELOPMENT DEPARTMENT**

**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

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**Annexure-M**

**(On Rs.100/- non judicial stamp paper duly attested by Notary public)**

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to..... For procurement of  
..... in response to their Inviting e Bids No.....  
Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement  
Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/Our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Place

Date

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with seal



TRIBAL AREA DEVELOPMENT DEPARTMENT

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

Annexure- N

**AGREEMENT (Form no.17)**

An agreement made this --- between --- (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 Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to **Additional commissioner-I Tribal area development, Udaipur** for ----- of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column of the said schedule.

3. **And whereas the approved supplier has deposited a**-----  
**- (Since M/s ----- )**

(1) Cash/Bank Draft/Challan no./Banker Cheque No ----- **(Since M/s----- )**

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

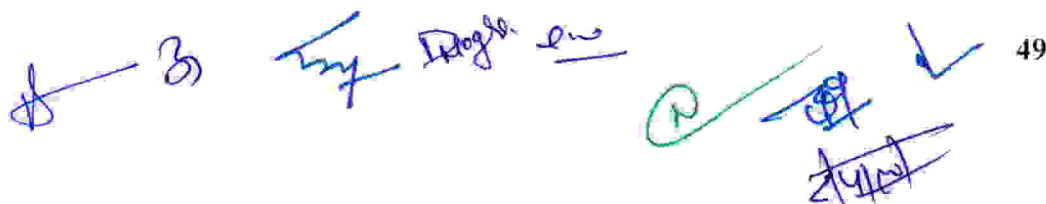
(3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through -----at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in tender and in award dated ----- thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No- ----- 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) Letters Nos. .... Received from tenderer and letters nos.----- dated ----- issued by the Government and appended to this agreement shall also form part of this agreement.

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**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, comm.tad.@gmail.com

(4) (a) The Government 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, the Government will through Cheque/Banker Cheque/DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(c) The mode of Payment will be as specified below:-

1. BankerCheque
2. Cheque
3. Demand Draft

5. The delivery shall be effected and completed within the period noted below from the date of supply of order:-

S.No.	Items Quantity	Delivery period
-------	----------------	-----------------

6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

- (a) Delay up to one fourth period of 2½% the prescribed delivery period.
- (b) Delay exceeding one fourth but 5% not exceeding half of the prescribed Delivery period.
- (c) Delay exceeding one fourth but 7½% not exceeding three fourth of the Prescribed delivery period.
- (d) Delay exceeding three fourth of the 10% prescribed delivery period.

**Note :**(i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) 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.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

8 3 my Dogla su (R) 4/12/12



**TRIBAL AREA DEVELOPMENT DEPARTMENT**

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7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

8. 9. NIT and Tender Documents shall be the part of this agreement.

In witness whereof the parties hereto have set their hands on the .....

Signature of the approved supplier

Signature for and on behalf of Governor

Designation:

Date:

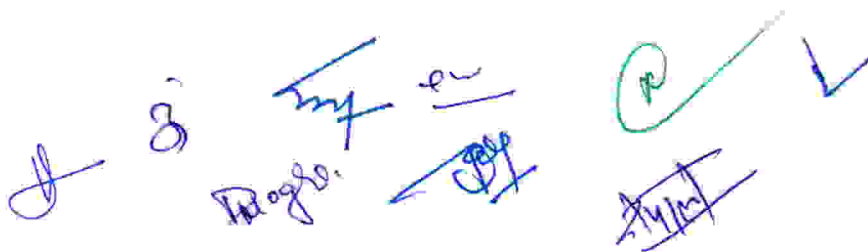
Date:

Witness No. 1

1. Witness

Witness No.2

2. Witness

The block contains several handwritten signatures and initials in blue and green ink. On the left, there is a blue signature that appears to be 'J. S.' followed by 'Roglo.' and another blue signature. In the center, there are blue initials 'my' and 'en'. To the right, there is a green circular stamp with a checkmark inside, and a blue signature below it.

**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, comm.tad.@gmail.com

**Annexure-O**

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

**PRO-FORMA FOR PLANT AND MACHINERY OF TEXTILE MANUFACTURER  
TO THEIR AUTHORISED DISTRIBUTOR /DEALER /AGENT**

To,

The Additional Commissioner-I

TADD, Udaipur

Dear Sir,

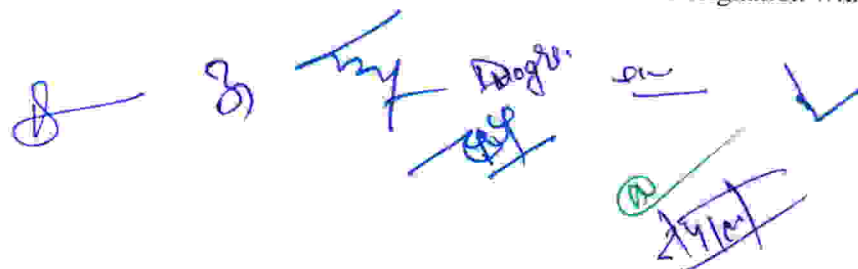
Reference: - Your e-Bid No. .... dated .....

I/ We..... (Textile Manufacturers) do hereby undertake possess the required machines & testing equipment required for the timely supply of school Uniform Cloth as per the bid specifications these documents are true and authentic. These can be verified at any time by the procuring Entity.

Place :

Date :

Signature of Authorized Signatory  
Name and Signature of Bidder  
Designation with 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, comm.tad.@gmail.com

**Annexure-P****Delivery of location**

क्र.स.	कार्यालय का नाम	जिला
1	परियोजना अधिकारी, टीएडी	उदयपुर
2	परियोजना अधिकारी, टीएडी	बांसवाडा
3	परियोजना अधिकारी, टीएडी	डूंगरपुर
4	परियोजना अधिकारी, टीएडी	प्रतापगढ़
5	परियोजना अधिकारी, टीएडी	सिरोही
6	अतिरिक्त जिला कलक्टर एवं परियोजना अधिकारी, सहरिया विकास परियोजना, शाहबाद	बारा
7	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	सवाई माधोपुर
8	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	राजसमन्द
9	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	दौसा
10	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	अलवर
11	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	झालावाड
12	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	करौली
13	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	भीलवाडा
14	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	चित्तौड़गढ़
15	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	कोटा
16	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	बून्दी
17	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	टोंक
18	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	जयपुर
19	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	जोधपुर
20	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	धौलपुर
21	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	जैसलमेर
22	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	अजमेर
23	अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद	पाली
24	परियोजना अधिकारी, स्वच्छ परियोजना	उदयपुर
25	परियोजना अधिकारी, स्वच्छ परियोजना	बांसवाडा
26	परियोजना अधिकारी, स्वच्छ परियोजना	डूंगरपुर
27	परियोजना अधिकारी, स्वच्छ परियोजना	जयपुर
28	परियोजना अधिकारी, स्वच्छ परियोजना	बारा



**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, comm.tad.@gmail.com

29	ईएमआरएस कोटडा	उदयपुर
30	ईएमआरएस गोगुन्दा	उदयपुर
31	ईएमआरएस खेरवाडा	उदयपुर
32	ईएमआरएस कुशलगढ	बांसवाडा
33	ईएमआरएस सुन्द्राव	बांसवाडा
34	ईएमआरएस पाडोला	बांसवाडा
35	ईएमआरएस सीमलवाडा	डूंगरपुर
36	ईएमआरएस पारडा चुण्डावत	डूंगरपुर
37	ईएमआरएस टिमरवा	प्रतापगढ
38	ईएमआरएस आबूरोड	सिरोही
39	ईएमआरएस निवाई	टोंक
40	ईएमआरएस हनोतिया - शाहबाद	बारां
41	ईएमआरएस रानोली	करोली
42	ईएमआरएस मल्लाणा	अलवर
43	ईएमआरएस पाटन	अलवर
44	ईएमआरएस बिहारीपुरा	जयपुर
45	ईएमआरएस बरनाला	सवाई माधोपुर
46	आवासीय विद्यालय, सलूमबर	उदयपुर
47	आवासीय विद्यालय, हरेगजी का खेडा	बांसवाडा
48	आवासीय विद्यालय, सागवाडा	डूंगरपुर
49	आवासीय विद्यालय, प्रतापगढ	प्रतापगढ
50	आवासीय विद्यालय, झालरापाटन	झालावाड
51	आवासीय विद्यालय, नयागांव महुवा	दौसा
52	आवासीय विद्यालय, किशनगंज	बारां
53	आवासीय विद्यालय, रामगढ	बारां
54	आवासीय विद्यालय, शाहबाद	बारां
55	आवासीय विद्यालय, खुशियारा	बारां
56	आवासीय विद्यालय, कोयला	बारां
57	आवासीय विद्यालय, कवाई	बारां
58	आवासीय विद्यालय, परानियों	बारां
59	एमपीआरएस, सूरपुर	डूंगरपुर
60	एमपीआरएस, ढीकली	उदयपुर