

REQUEST FOR PROPOSAL (RFP)

Supply of Dirt bikes on either Purchase or Rental basis

Tender No: Dirt bikes/Excise/2023/03

Dated: 06/03/2023

**Department of Prohibition, Excise and Registration Government of
Bihar**

1 Introduction

- 1.1 The Department of Prohibition, Excise and Registration invites bids from eligible agencies for the supply of dirt bikes on either purchase or rental basis.
- 1.2 All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 50,000 (Rupees fifty thousand Only) in the form of Bank Guarantee in **favor of Excise Commissioner Cum I.G. Registration, Account Number – 922020004238912, Branch Name – AXIS Bank Limited, Raja Bazar, payable at Patna**. Bids submitted without adequate EMD will be liable for rejection.
- 1.3 The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Dirt Bikes/Excise/2023/03, Available for download from 6 Mar2023,4:00 PM onwards till 15 Mar 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	9 Mar2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	10 Mar 2023, 3:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	11 Mar 2023, 5:00 PM
5.	Last date of submission of bid	15 Mar 2023, 4:00 PM
6.	Opening of Technical Bids	15 Mar 2023, 4:30 PM
7.	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Smt. Renu Sinha Assistant Commissioner, Excise email: excise-bih@nic.in

3 Scope of Work

3.1 The bidder shall supply dirt bikes to the Department of Prohibition, Excise and Registration as per the specifications mentioned in Annexure II. The bidder shall have option to either supply the dirt bikes on either monthly rental basis or outright purchase. However, the Department shall prefer the rental agreement.

3.2 The Department shall require minimum 5 dirt bikes which may be further extended depending upon the requirement of the department. The bidder shall provide all terrain bikes with either tubeless or tube tyres, capable to perform off-road tasks (like hilly mountain roads, the uneven surface, big-holed sandy fields). Further, the bidder shall provide at least one week training to the officers of the Department at no additional cost.

3.3 The bidder shall provide the pannier on one side of the bike for carrying the required accessories/equipments if required during operation.

3.4 The initial contract shall be initially valid for a period of two (02) years which may be further extended based on the requirement of the Department.

3.5 In case of a rental arrangement, the entire ownership and maintenance of the bikes shall be the responsibility of the vendor. Fuel will be provided by the Department. In case of a purchase arrangement, the vendor should provide the CAMC. The comprehensive warranty of the bikes shall be valid for a period of one year. Post completion of warranty period, the bidder shall provide CAMC for a period of one year, which is further extendable to two years depending upon the performance of the vendor.

3.6 The bikes to be supplied shall be guaranteed for a trouble-free performance during the period of contract. If any problem/fault/defect found in bikes, the bidder shall replace it with another bike of similar or higher specifications at no additional cost.

3.7 The bidder shall have trained personnel for repairing and servicing of dirt bikes in India preferably in Patna. The bidder shall have service center in Patna, Bihar.

3.8 The bidder shall either be a manufacturer or authorized dealer of dirt bikes.

3.9 The bike shall be supplied with standard tool kit, operator & maintenance manuals. The transportation cost of the bikes up to the destination shall be borne by the bidder only. Maintenance of bikes, insurance and Pollution certificate shall be the responsibility of the vendor.

3.10 The demonstration of the item/equipment will have to be arranged by the bidder before the Tender committee during technical evaluation. A convenient date will be fixed after opening of Technical Bid. If any or all the items/equipment are not found suitable and/or up to the mark by the members of the Tender Committee, the same shall be liable to be rejected. The decision of Tender Committee and/or any other Committee constituted for the purpose will be taken as final.

3.11 The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

4. Comprehensive warranty :

Bidder shall provide a comprehensive warranty and on-site free service warranty for a period of one (01) year.

Bidder shall provide the comprehensive manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Bidder must warrant all hardware, equipment, accessories, spare parts, etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.

5. Payment Terms:

5.1 Purchase Basis:

1. 100% payment of the bikes shall be done on the receipt of dirt bikes in a good condition.

5.2 Rental Basis:

1. Payment of rental charges shall be done on monthly basis, in every succeeding month for the services rendered by the agency. The empaneled agency shall submit monthly bill for the services rendered during the preceding month duly verified and signed by the officers designated by the Department.
2. No compensation for the loss or damage of the bikes or any parts of bike will be paid by the department during the hire/rental period.
3. All operating expenditures of the bikes towards repair maintenance, replacement of any spare parts etc during hire period shall be borne by the bidder.

6 Comprehensive Annual Maintenance :

The bidder must give commitment to provide free servicing for a period of one year, from the date of sale of bikes. The CAMC shall be valid for a period of one year, further extendable to another one year, depending upon the performance of the vendor. The CAMC shall include preventive maintenance, all repair and spare parts provision of the bikes provided to the Department.

7 Indemnification:

The bidder shall indemnify & keep indemnified the Department against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever respect of or in relation thereto.

8 Timelines:

The successful bidder shall supply dirt bikes within 2 weeks from the issue of work order.

9 Liquidated Damages:

9.1 If the Supplier fails to supply any or all of the goods or perform the services within the time period (s) specified in the contract, the bidder shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, a sum equivalent to half percent of the delayed goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum is reached the Department may

consider termination of the contract.

9.2 If the Supplier fails to supply any or all of the goods or perform the services within the time period (s) specified in the contract, the bidder shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, a sum equivalent to half percent of the delayed goods or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum is reached the Department may consider termination of the contract.

9.3 If the bidder fails to perform the services within the time period (s) specified in the contract during maintenance period, the Department shall, without prejudice to its other remedies under the Contract, deduct from the contract price as liquidated damages, 1% of the cost per day till the satisfactory completion of service. If this period is exceeding more than 30 days the action such as black listing of vendor will be taken.

10 Dispute Resolution

- 10.1 The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- 10.2 All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
- 10.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
 - The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
 - All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna. The Arbitral award shall be final and binding on both the parties.
- 10.4 Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

11 Fraud or Corrupt Practices

- 11.1 The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the DEPARTMENT may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the DEPARTMENT shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- 11.2 Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 11.3 For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
 - “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

12 Termination & Blacklisting:

12.1 Termination: The Department may terminate this Agreement and Blacklist/Debar the vendor , in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

- If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- If the vendor becomes insolvent or goes into compulsory liquidation
- If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- If the vendor fails to provide Quality services as envisaged under this Agreement.
- Serious discrepancy and delay in delivery of services or the performance levels agreed upon.
- Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department. Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

12.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

12.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

12.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

12.5 Foreclosure with Mutual consent: -

1. Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
2. Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
3. In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.

4. Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.

5. For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the vendor in any way if it wishes to bid in future projects of the Department.

13. Instructions to the Bidders

13.1 General

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DEPARTMENT on the basis of this RFP.

2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DEPARTMENT. Any notification of preferred bidder status by the DEPARTMENT shall not give rise to any enforceable rights by the Bidder. The DEPARTMENT may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DEPARTMENT.

3. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

13.2 Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFP;
- Follow the format of this RFP and respond to each element in the order as set out in this RFP
- Comply with all requirements as set out within this RFP.

14. Key Requirements of the Bid

14.1 Right to Terminate the Process

The DEPARTMENT may terminate the RFP process at any time and without assigning any reason. The DEPARTMENT makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the DEPARTMENT. The bidder's participation in this process may result the DEPARTMENT selecting the bidder to engage towards execution of the contract.

14.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/- and processing fee of Rs. 590 /-. The fees will have to be paid through online on the above mentioned

website. Proposals received without or with inadequate RFP Document fees shall be rejected.

14.3 Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR50,000(Fifty Thousandonly) in the form of Bank Guarantee issued by anyScheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarilyrejected.
3. Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
4. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bidvalidity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with thisRFP.
 - c) EMD shall be exempted for MSMEs subject to submission of MSME certificate.

14.4 Submission ofProposals

1. The bidders should submit their responses as per the format given in this RFP in the following manner:
 - 1)Technical Proposal and 2)Commercial Proposal
2. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
3. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
4. The bids shall be uploaded through <http://eproc2.bihr.gov.in> as per the instructions available on the website.

14.5Preparation and Submission ofProposal

14.5.1 Proposal PreparationCosts

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the DEPARTMENT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bidprocess.The DEPARTMENT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the biddingprocess.

14.5.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shallgovern.

14.5.3 Tender Opening

The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the DEPARTMENT, in the presence of such of those Bidders or their representatives who

may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

14.5.3 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

14.5.4 Tender Evaluation for responsiveness

4. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - Are not submitted in as specified in the RFP document
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
5. All responsive Bids will be considered for further processing. The DEPARTMENT will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

15 Criteria for Evaluation

1. Technical evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria.
2. Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
3. After the technical evaluation is completed and approved, DEPARTMENT shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. DEPARTMENT shall simultaneously notify in writing to the Bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.
4. Please note that no conditional bid will be entertained.

15.1 Eligibility Criteria

S No	Criteria	Documents Required
1	The Bidder should be a sole proprietor, partnership or company registered under Indian Companies Act 1956/2013.	Certificate of Incorporation/Proprietorship Certificate/Partnership Certificate GST Certificate
2	The bidder should have an average annual financial turnover of Rs. 1 crore or more during the last three years ending March 31, 2022.	Audited Financial Statements of last three financial years
3	The bidder should have satisfactorily supplied minimum 5 dirt bikes during the last five years prior to the bid submission date.	Work Order/ Completion Certificate
4	The bidder should have valid ISO 9001:2015 certificate.	ISO 9001:2015 Certificate
5	The agency should not be blacklisted or debarred by any state/ Central Govt/PSUs of India	Self-Declaration

****If bidder is a start-up, the Turnover and Experience criteria shall be relaxed subject to meeting of technical specifications. Further, the bidder shall submit start-up certificate/supporting documents during the technical bid submission.***

15.2 General Evaluation Elaboration

An evaluation committee so constituted by the DEPARTMENT will evaluate the bids as per the following pattern:

- 1 Conditional bids shall be summarily rejected.
- 2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 3 Arithmetical errors will be rectified on the following basis: 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. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4 The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- 5 The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

- 6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

15.3 Financial Bid Evaluation

1. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
4. Any conditional bid would be rejected.
5. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "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. If there is a discrepancy between words and figures, the amount in words will prevail".
6. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
7. The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

15.4 Award Criteria

The Contract shall be awarded to the bidder who fulfills the eligibility criteria and has quoted lowest amount in the financial proposal.

15.5 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The DEPARTMENT reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DEPARTMENT action.

15.6 Contract Finalization and Award

The DEPARTMENT shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing. The DEPARTMENT may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

15.7 Signing of Contract

After the DEPARTMENT notifies the successful bidder that its proposal has been accepted, the DEPARTMENT shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the DEPARTMENT and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template

15.8 Failure to Agree with the Terms and Conditions of the RFP

1. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the DEPARTMENT may award the contract to the next best value bidder or call for new proposals from the interested bidders.
2. In such a case, the DEPARTMENT shall invoke the PBG of the most responsive bidder.

16. Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal:

- Form 1: Undertaking on Total Responsibility
- Form 2: Particulars of the Bidder
- Form 3: Bank Guarantee for Earnest Money Deposit
- Form 4: Self Declaration on Blacklisting

Annexure II: DIRT BIKE SPECIFICATIONS

Annexure IV: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

- Form 1: Financial Proposal
- Form 2: Performance Bank Guarantee

Annexure V: GLOSSARY

Form 1: Undertaking on Total Responsibility

Ref. No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for providing Dirt bikes to the Department of Prohibition, Excise and Registration as per the requirements of the RFP.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :
Designation :
Date :
Time :
Seal :
Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the DEPARTMENT

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the DEPARTMENT (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or

b) Fails or refuses to participate in the subsequent Tender process after having been short listed;
We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

FORM 4: NON-BLACK-LISTING FORM

SELF-DECLARATION ABOUT NON BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date: _____

To,

Assistant Commissioner, Excise,
Department of Prohibition, Excise and Registration
Patna, Bihar -800015

Subject: E-Tender for 'Supply of Dirt bikes on either purchase or rental basis', Tender No: Dirt Bikes/Excise/2023/03

Sir/Madam,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

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

Yours faithfully,
(Name & signature with stamp of the bidder)

ANNEXURE II: SPECIFICATIONS FOR DIRT BIKES

S.No.	Description	Criteria
1	Engine type	Approx 400 cc liquid-cooled DOHC 4-stroke; 5 titanium valves
2	Suspension front	high/low speed compression, rebound and threaded preload adjustment
3	Suspension Rear	piggyback shock, high/low speed compression, rebound and threaded preload adjustment
4	Compression ratio	11.8:1
4	Fuel tank	App 2.5 gal
5	Transmission	5-speed; wet multiplate assist-and-slipper clutch
6	Displacement	App 450 cc
7	Ignition	TCl: Transistor Controlled Ignition
8	Suspension / Front	coated piggyback shocks; high/low speed compression, rebound and threaded preload adjustment, 9.8-in travel
	Suspension / Rear	Cast aluminum swingarm w/piggyback shock; high/low speed compression, rebound and threaded preload adjustment, 11.0-in travel
9	Weight	App 405 lb
10	Dimensions	70.7 in x 48.8 in x 41.9 in
11	Warranty	1 year

Indicative images:-



ANNEXURE III

Form 1: Financial Proposal

Purchase Basis

S. No	Item	Unit Rate (INR)	Applicable Taxes (INR)	Total rate including Tax (INR)
1	Rate of one dirt bike as per the specifications mentioned in Annexure II including pannier on one side and one year free servicing			
2	Rate of one Hooter Blinker Set with required accessories			
3	Comprehensive Annual Maintenance (CAMC) of one dirt bike			
	1 st year			
	2 nd year			

Rental Basis

S.	Item	Unit Rate	Applicable	Total rate
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No		(INR)	Taxes (INR)	including Tax (INR)
1	Monthly rental rate of one dirt bike as per the specifications mentioned in Annexure II including blinker hooter set and maintenance			

Note: -

- No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.
- The bidder who fulfils the eligibility criteria and quoted the lowest amount shall be awarded the contract.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the DEPARTMENT (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at **<Address of Registered Office>** and having one of its office at **<Address of Local Office>** have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs.<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until **<Insert Date>**)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only)**.
- II. This bank guarantee shall be valid up to **<Insert Expiry Date>**
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before **<Insert Expiry Date>**) failing which our liability under the guarantee will automatically cease.

ANNEXURE III
GLOSSARY

Department	Prohibition, Excise and Registration Department
EMD	Earnest Money Deposit
LOI	Letter of Intent
WO	Work Order
RFP	Request for Proposal
AMC	Annual Maintenance charges

