

# Rajasthan Madarsa Board ,Jaipur



**e-Bid Notice no. 01/2022-23**

## **Bid Document**

For

e- Procurement of Supply of table and Chair in Madarsas

(Single Stage, Two-envelopes Bid)

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## Section-I

### BIDDER DETAIL FORM for Table & Chair.

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1.	Name of the Bidder	
2.	Telephone No. & Mobile No.	
3.	Email ID	
4.	Office Address of the Bidder	
5.	Constitution of the Bidder whether Proprietorship/ Partnership/ Company	
a)	In case of Proprietorship Name, Fathers Name and Residential Address of the Proprietor.	
b)	In case of Partnership Enterprises 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)	In case of pvt ltd/ ltd Company	
i)	CIN Regn. No. of the Company	
ii)	Name and Address of the Directors of the Company (Attach separate sheet if space is insufficient)	
6.	BANK DETAILS	
	Name in the Bank A/C	
	Name of Banker	
	Name of Branch	
	Bank Branch IFSC Code	
	Account Number	
7.	GSTIN Number of Bidder	
8.	PAN No. of the Bidder	
9.	Udyam Registration Certificate No.	
		Signature of the Bidder with Seal (Name: ----- (Designation -----

## Section-II

### ABBREVIATIONS & DEFINITIONS

Bidder	Bidder means eligible micro or small enterprises situated in Rajasthan and must have experience manufacturing and supplying of bid items and enterprises should have in existence prior to 01-04-2017.
Business Day	A working day except Rajasthan Government or school holidays.
CMC	Contract Monitoring Committee
Contract period	"The Contract" means a legally enforceable agreement entered into between RMB and the selected bidder(s) with mutual obligations.
Contract period	The Contract period shall commence from the date of issue of Work order till one Years.
Day	"Day" means a calendar day as per GoR
Department	Rajasthan Madarsa Board, Jaipur
DIT	Department of Electronics & Information Technology, Govt. of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
EMD	Earnest Money Deposit.
FOR/FOB	Free on Board or Freight on Board
GoI/GoR	Govt. of India/ Govt. of Rajasthan
Similar Furniture	Means furniture items table top/chair shell made of plastic and under structure made of iron with powder coating.
Goods	"Goods; means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Procuring entity under the Contract.
INR	Indian Rupee
IT	Information Technology
ITB	Instruction to Bidders
LoI	Letter of Intent
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid.
OEM	Original Equipment Manufacturer. It is a company that purchases for use in its own products a component made by a second company.
PAN	Permanent Account Number
PC	Procurement Committee
PQ	Pre-Qualification
PSD	Performance Security Deposit.
Tendering authority/ Purchaser/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called RMB in this BID document.
RMB	Rajasthan Madarsa Board, Jaipur
RISL	Raj COMP Info Services Limited (formerly Raj COMP)
RTTP Rules	Rajasthan Transparency in Public Procurement Rules, 2013
RTTP Act	Rajasthan Transparency in Public Procurement Act, 2012
S.O. 165	Finance (GF&AR Division) department, government of Rajasthan



	notification S.O. 165 dated 19.11.2015
Micro or Small enterprises	Meaning of micro and small enterprises as mentioned in classification of micro & small enterprises, development Act, 2006, issued by the competent authority or any amendments through notification Etc.
NABL	National Accreditation Board for Testing and Calibration Laboratories
NABCB	National Accreditation Board for Certification Bodies, NABCB, a constituent Board of the Quality Council of India (QCI), an autonomous body attached to the Ministry of Commerce and Industry, is responsible for accreditation of certification/inspection bodies as per applicable international standards under an international system of equivalence.
Similar to Bid Items	Means furniture items table top/chair shell made of plastic and under structure made of iron with powder coating.
BIFMA	Business and Institutional Furniture Manufacturer's Association
SDC	State Data Centre located at Yojana Bhawan, Jaipur. (Old SDC)
SB	Successful Bidder
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance
State Government	Government of Rajasthan.
Department	Department of Government of Rajasthan
TPA	Third Party Auditors
GST	Goods and Services Tax
WO/PO	Work Order/ Purchase Order
Working Day	A working day except Rajasthan Government or school holidays.
One Set	Means One Table and Two Chairs

### Section-III Notice Inviting Bid

e-Bid Notice No.1/2022-23

#### (From Micro/Small enterprises (Manufacturers of Bid Item) Situated in Rajasthan)

Estimated Quantity	8277 Set ( One set comprise one table two chair )
Estimated cost of Bid	Rs. 500 .00 Lac
Completion Period	120 Days from date of Work Order
Place of Delivery	185 registered Madarsas of Rajasthan Madarsa Board in Rajasthan
Bid form Cost	Rs. 2500/- (Non-Refundable) in favor of "Rajasthan Madarsa Board" payable at Jaipur,
Sample testing charges	Rs. 15000/- (adjustable according to actual amount)
RISL Processing Fees	Rs. 2000/- (Non-Refundable) in favor of MD, RISL payable at Jaipur
Bid Security	Rs.2,50,000/- (Refundable) in favor of "Rajasthan Madarsa Board" payable at Jaipur,

#### Program for e-Bid

1	Publishing Date	21.02.2023	11.00 A.M.
2	Document Download & Submission Start Date	23.02.2023	11.00 A.M.
3	Pre-bid meeting	27.02.2023	03.00 P.M.
4	Document Download End Date	12.03.2023	01.00 P.M.
5	Bid Submission End Date	13.03.2023	01.00 P.M.
6	Technical Bid Opening Date	13.03.2023	03.00 P.M.
7	Last Date for Submission of Demand Draft / Banker Cheque of Bid Cost, RISL processing Fees and Bid security in physical and one Sample of Table & Chair Set.	13.03.2023	11.00 A.M.
8	Financial Bid opening Date	To be intimated after decision of qualified bidders in technical bid.	

- 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. For details visit website <http://sppp.rajasthan.gov.in> [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) [www.minority.rajasthan.gov.in/Madarsaboard/](http://www.minority.rajasthan.gov.in/Madarsaboard/)
- Scope of Bid:-** Supply of Table and Chair set for students in Quantity of 8277 set in registered madarsas of Rajasthan Madarsa Board all over Rajasthan.
- Bid Document Fee:-** Bid Document fee amounting Rs. 2500/- (Non-Refundable) in form of Demand Draft payable in favor of " Rajasthan Madarsa Board" at Jaipur,
- Bid Processing Fee :-** Bid Processing fee amounting Rs. 2000/- (Non-Refundable) payable in form of cheque/ DD in favor of MD, RISL at Jaipur.
- Bid Security:-** Bid Security amounting Rs. 2,50,000/- (Refundable) in form of Demand Draft or Bank Gurantee payable in favor of " Rajasthan Madarsa Board" at Jaipur,
- Procurement Method:-** Single Stage two Envelope method of online procurement shall be done. Bidders shall submit their offer on-line in electronic format both for technical and financial Bid( BOQ).
- Bidding Mechanism:-** Bidding will be conducted via e-procurement portal.



8. Before electronically submitting the Bid, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
  9. 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.
  10. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-Bidding process.
  11. Bidders if they so desire, may participate in the pre bid Meeting to be held as scheduled in Conference Hall at Rajasthan Madarsa Board, Jaipur, to clarify the doubts in respect of bidding document.
  12. 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 of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), State Public Procurement Portal (SPPP) – <http://sppp.rajasthan.gov.in> All bidders are advised not to wait last date and submit their Bid at the earliest.
13. **Key Notes:-**
- a) No conditional or partial or incomplete bid shall be accepted.
  - b) Price of bid document and processing fee or user charges once submitted shall not be refunded.
  - c) Proof of payment of price of bid document, bid processing fees ,bid security submitted via demand draft or Banker's Cheque or bid security through Bank Guarantee. original copy should be submitted to Procuring Entity at Rajasthan Madarsa Board before bid submission closing Date and Time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before theonline bid opening.
  - d) Rajasthan Madarsa Board, Jaipur shall not be responsible for any inconvenience in website and no extension in deposition of Bid be allowed for any bidder.
  - e) The Price bid (BOQ) would be opened and considered of only those Bidders who meet the criteria of eligibility.

  
**Secretary**  
**Rajasthan Madarsa Board**  
**Jaipur**





**Section-IV**  
**Technical Specifications of ITEM**  
**SPECIFICATIONS OF**  
**TABLE**

S.N.	SPECIFICATIONS
1	Overall size of the table from ground – 900 mm (W) X 550 mm (D) X 700 mm (H). (Tolerance in all sizes $\pm 15$ mm)
2	Table main structure two vertical support leg should be made of 38 mm (Tolerance $\pm 0.5$ mm) Round CRC Pipe of 1.2mm thickness. (Tolerance $\pm 0.1$ mm)
3	Five horizontal supports for table top should be made of 25 mm (Tolerance $\pm 0.5$ mm) CRC square Pipe of 1.2mm thickness. (Tolerance $\pm 0.1$ mm)
4	Table storage shelf –should be made of 0.8 mm thick (Tolerance $\pm 0.1$ mm) CRC sheet and should be covered by three sided. The edges of sheet should be bended from front side. The storage shelf should be fitting on the horizontal support of table top. Size of storage shelf 820 mm (w) 330mm (D) 100mm (H) (Tolerance $\pm 10$ mm).
5	Bag hooks- Iron hooks should be welded on both sides of the storage shelf of the table for hanging school bags. To be made of CRC sheet size- 30 mm (W) 125 mm Height & 2 mm thick.
6	Table two vertical support leg should be with nylon foot cap. Hight of the foot cap minimum 45 mm, thickness 4 mm and one foot cap weight minimum 25 gram. nylon foot cap should be only matching color of table top.
7	Table top size 900 mm (W) x 350 mm (D) (Tolerance $\pm 15$ mm). Table top Hight 35 mm (Tolerance $\pm 3$ mm). Table top thickness should be 2.3 mm. (Tolerance $\pm 0.2$ mm).
8	Table top should be made of injection moulded polymer shock proof anti corrosive virgin polymer of moulding grade polymer and filler and should not have filler content more than 15%.
9	The table top is to be fitted on the horizontal support frame through 12x32 mm 6 nos. Phillips head screw.
10	Table top should have provision to keep pencil, eraser, etc.
11	Horizontal support of the table top should be welded together. welding should be done on robotic MIG welding machine to ensure accuracy of welding.
12	Vertical support leg and horizontal support frame of the table top should be welded together. welding should be done on robotic MIG welding machine to ensure accuracy of welding.
13	Bending of the two vertical support leg should be done on CNC pipe bending machine to ensure accuracy of bending.
14	All the metal/Iron parts of the table should be powder coating. (Thickness of powder coating minimum 40 microns)
15	Overall weight of the table structure should be 5kg 650 gram (Tolerance $\pm 200$ gram). and table storage shelf 2kg 400 gram (Tolerance $\pm 100$ gram). & Table top 1kg 350 gram (Tolerance $\pm 100$ gram). overall weight of the table 9 kg400 grams (Tolerance $\pm 400$ gram).






## SPECIFICATIONS OF CHAIR

S.N.	SPECIFICATIONS
1	Overall size of the chair from ground – 350 mm (W) X 480mm (D) 700mm (H) Seat Height 400 mm (Tolerance in all sizes $\pm 15$ mm)
2	Chair main structure two vertical support leg should be made of 38 mm (Tolerance $\pm 0.5$ mm) Round CRC Pipe of 1.2mm thickness. (Tolerance $\pm 0.1$ mm)
3	Chair sheet horizontal support should be made of 19 mm (Tolerance $\pm 0.5$ mm) CRC round Pipe of 1.2mm thickness. (Tolerance $\pm 0.1$ mm) with two-piece 1.2 mm thick CRC sheet C channel size- 40 mm (D) 20 mm (W) 12mm Height. for shell sheet interlocking.
4	Chair shell back should be U shape vertical supported by integral 16 mm (Tolerance $\pm 0.5$ mm) CRC round Pipe of 1.2mm thickness. (Tolerance $\pm 0.1$ mm) and upper side pipe should be interlocking by screwing with the shell on both side by two screw and lower side should be welded with vertical support leg.
5	Chair-two vertical support leg should be with nylon foot cap. Hight of the foot cap minimum 45 mm, thickness 4 mm and one foot cap weight minimum 25 gram. nylon foot cap should be only in matching color of chair shell.
6	Chair shell size- shell Seat 350 mm (W) x 320 mm (D). chair shell back Height 300mm. chair shell back width lower side 340 mm. and upper side 380mm. (Tolerance in all sizes $\pm 15$ mm)
7	Chair shell thickness should be minimum 3 mm.
8	Chair shell seat should be with ribs not less than 5 nos. and the chair shell should be a slope of 15 mm ( $\pm 5$ mm) towards the seat.
9	Chair shell should be made of injection moulded polymer shock proof anti corrosive virgin Polymer of moulding grade polymer and filler and should not have filler content more than 15%.
10	Two chairs should fit comfortably under the table.
11	Vertical support leg and horizontal/vertical support frame should be welded together. welding should be done on robotic MIG welding machine to ensure accuracy of welding.
12	Bending of the two vertical support leg should be done on CNC pipe bending machine to ensure accuracy of bending.
13	All metal/Iron parts of the chair should be powder coating. (Thickness of powder coating minimum 40 microns)
14	Overall weight of the chair structure should be 2Kg 700 gram (Tolerance $\pm 100$ gram) and chair shell 1kg (Tolerance $\pm 50$ gram) overall weight of the one chair 3kg700 gram (Tolerance $\pm 150$ gram)

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## Section-V

### Instructions to Bidders

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

S.No	Clause	Sub-Clause
1.	Eligible Bidder	<ol style="list-style-type: none"> <li>1. A Bidder may be a natural person, private entity, government-owned entity.</li> <li>2. A Bidder shall have the nationality of India. All supply under contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.</li> <li>3. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.</li> <li>4. A Bidder should not have a conflict of interest in the procurement.</li> <li>5. Joint Ventures and Consortium shall not be allowed.</li> <li>6. Each Bidder shall submit only one Bid. <u>Multiple bids submitted by a bidder shall be summarily rejected.</u></li> </ol>
2.	Contents of Bidding Document	<ol style="list-style-type: none"> <li>1. The Bidding Document consists of document and annexures as mentioned in table of content of the bid document. The complete bidding document is made available for downloading from the website of State Public Procurement Portal.</li> <li>2. The prospective bidders who have downloaded the Bidding Document from the website will have to pay the price of bid document and processing fees or user charges as prescribed in the NIB while submitting the Bidding Document on e-procurement portal.</li> <li>3. The Procuring Entity is not responsible for the completeness of the Bidding Document and its agenda if they were not downloaded correctly from the State Public Procurement Portal (<a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>) e-Procurement Portal (<a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a>) or Procuring Entity's website <a href="http://www.minority.rajasthan.gov.in/Madarsaboard/">www.minority.rajasthan.gov.in/Madarsaboard/</a></li> </ol>
3.	Clarification on Bid Documents	<ol style="list-style-type: none"> <li>1. The Bidder shall be deemed to have carefully examined the conditions, specifications of the item to be supplied.</li> <li>2. If any Bidder has any doubts as to the meaning of any portion of the conditions or the specifications etc. It shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications.</li> <li>3. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the procuring entity's email address <a href="mailto:rajmadarsaboard@rajasthan.gov.in">rajmadarsaboard@rajasthan.gov.in</a>, <a href="mailto:rajmadarsaboard@gmail.com">rajmadarsaboard@gmail.com</a> or by post.</li> <li>4. The Procuring Entity will respond in writing to any request for clarifications within 04 days, provided that such request is received not later than seven days before deadline for submission of Bids.</li> </ol>

		5. The Procuring Entity shall forward copies of its response to all Bidder who has acquired /procured the Bidding, Document directly from it including a description of the inquiry , but without identifying its source. It shall also be placed on the websites of the State Public Procurement Portal and if Procuring Entity deem it necessary to amend the Bidding Document because of clarification.
3.	<b>Pre-Bid Conference</b>	<p>The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on date and time . The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.</p> <p>Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal along with the clarification.</p> <p>Any modification to the Bidding Document that may become necessary because of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (<i>part of bidding document</i>) and not through the minutes of the Pre-Bid Conference.</p>
4.	<b>Changes to Bidding Document</b>	Any addendum/ <i>corrigendum</i> issued shall be a part of the Bidding Document and may be uploaded on the SPPP and e-Procurement portal for prospective bidders to download.
5.	<b>Documents Comprising of Bids</b>	<p>The Bid comprises of two (02) covers, both covers must be submitted simultaneously.</p> <ol style="list-style-type: none"> <li>1. <b>First cover</b> comprises of Technical Bid (in PDF File as per documents specified in <b>Qualification Criteria</b>) shall be in PDF format without any alteration in the format.</li> <li>2. <b>Second cover</b> comprises of Financial Bid (in Excel File). Financial Bid shall be uploaded on e- Procurement portal.</li> </ol> <p>Technical Bid should not contain financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Technical Bid, the Bid shall be declared <b>non- responsive</b>.</p>
6.	<b>Bid Prices</b>	Bid prices quoted should include all taxes, costs associated with <b>Packing and Documents ,Insurance ,Transportation, Installation, Training and Commissioning</b> as required for delivery to <b>Location of Supplies</b> as specified in <b>Schedule of Supply</b>
7.	<b>Currency of Bids</b>	The currency for the Bid will be Indian Rupees up to two decimal places.
8.	<b>Language of bid</b>	The language for all correspondence and documents would be either in English or Hindi or both.
9.	<b>Documents Establishing the Qualifications of the Bidder</b>	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified in Evaluation and Qualification criteria.
10.	<b>Validity Period of Bid</b>	Bids shall remain valid for the 90 days from the Bid submission dead linedate as specified by the Procuring Entity. A Bid valid for a shorter period shall be

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		rejected by the Procuring Entity as <b>non-responsive</b> . Extension of validity and corresponding extension of Bid Security would be as per RTPP Rules
11.	<b>Bid Security</b>	Bid should be accompanied by Bid security @ 0.5 %of the estimated cost of bid as specified in NIB.
12.	<b>Format and Signing of Bid</b>	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/ type of file specified in <b>evaluation and Qualification criteria</b> . <i>'All the documents uploaded, should be <u>digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed</u></i> An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.
13.	<b>Technical Evaluation</b>	To determine the Bid as <b>Technically</b> Responsive the Bidder has to submit documents and comply with requirements as specified in the <b>Technical Qualification Criteria</b> .
14.	<b>Non- material Non – conformities in Bids</b>	1.The Bid evaluation committee may waive any non- conformities in the Bid that do not constitute a material deviation, reservation or omission ,the Bid shall be deemed to be substantially responsive. 2.The Bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA certificate ,Registration Certificate,GST/CST clearance Certificate, ISO certificates etc. Within a reasonable period of time.Failure of the bidder to comply with the request may result in rejection of its Bid. 3.The Bid evaluation committee may rectify non-material non –conformities or omissions on the basis of the information or documentation received from the Bidder under subclause.
15.	<b>Evaluation of Financial Bid</b>	The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives.As per evaluation and comparison of bids in BOQ lowest and most advantageous bid shall be awarded as successful bidder.
16.	<b>Correction of Arithmetic errors in the financial Bid</b>	The Bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, 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 .
17.	<b>Negotiations</b>	1.Negotiations may , however be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates. 2.The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings . 3.The Lowest or Most advantageous bidder shall be informed in writing in either through message / email or by registered letter.A minimum time of seven days shall be given for calling negotiation .In case of urgency the bid evaluation committee after recording reason may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiation.
19.	<b>Acceptance of the successful Bid and</b>	1.The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any , financial implications, trials, sample testing and test reports etc,shall accept or reject the successful

	<b>award of contract</b>	<p>Bid.</p> <p>2. Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision.</p> <p>3. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.</p> <p>4. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out e-bidding document.</p> <p>5. Prior to expiry of the validity period of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or official e-mail ID, that its Bid has been accepted.</p> <p>6. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.</p>
20	<b>Procuring Entity's right to accept or reject any or</b>	<p>The Procuring entity reserves the right to accept or reject any Bid and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Also Procuring entity reserves the right to increase or decrease the quantity of items.</p>
21	<b>Performance Security</b>	<p>Prior to execution of agreement, performance security shall be solicited from all successful bidders except the departments of the State Government and undertaking, corporation, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.</p> <p>Performance Security shall be 2.5% of order value. In case of Small Scale Industries of Rajasthan it shall be 0.5% and in case of Sick Industries other than Small Scale Industries, whose cases are pending with Board of Industrial and financial reconstructions, it shall be 1% of the value of order.</p> <p>Performance security shall be furnished in any one of the following forms</p> <ul style="list-style-type: none"> <li>(a) deposit through e-GRAS;</li> <li>(b) Bank Draft or Banker's Cheque of a scheduled bank;</li> <li>(c) National Savings certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of the bid and formally transferred in the name of procuring entity with the approval of Head Post-master;</li> <li>(d) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTTP Rule for bid-security;</li> </ul> <ul style="list-style-type: none"> <li>• Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The Procuring entity shall ensure before accepting the Fixed Deposit Receipt</li> </ul>



that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt on demand to the procuring entity without requirement of consent of the 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. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- **Forfeiture of Performance Security:**

The amount of Performance Security may be forfeited in the following cases:-

1. Upon occurrence of Bidder default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or
2. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security.
3. If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement.

The Procuring Entity shall give Notice of reasonable time in case of forfeiture of Performance Security and the decision of the Procuring Entity shall be final.



## Section-VI

### Evaluation and Qualification Criteria

#### A. Preliminary Examination of Bids.

1. Bidder has to submit Bid document fee, Bid processing fee and Bid Security as per date and time mentioned in the Bid document. Proof of the same has to be uploaded with Technical Bid, failing which make the Bid non-responsive.
2. Technical bid of those bidders shall be opened those who have submitted Bid document fee, Bid processing fee and Bid Security as per directions given in the Bid document.

#### B. Essential Documents for Technical Evaluation.

S.No	Subject	Type of document	Document Provided
1.	Enterprises	The bidder should be a micro or small enterprises situated in Rajasthan and manufacturer of bid item. Enterprises should have in existence prior to 01-04-2017. The Bidder should submit copy of udyam registration certificate.	
2.	Constitution of Firm		
	Any company, registered/ incorporated under 'Companies Act, 1956/2013'.	Valid certificate of incorporation	
	Proprietorship firm <u>Registration under the Shop and Commercial establishment Act, 1958</u>	Shop Establishment certificate	
	Partnership firm registered under "The Indian Partnership Act, 1932".	Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership	
	A limited liability partnership (under the Limited Liability Partnership Act, 2008)	Copy of Certification of Incorporation	

	<u>Society registered under Societies Registration Act, 1860/Rajasthan Society Registration Act, 1958;</u>	Society registration certificate	
	<u>Trust Deed registered under The Indian Trusts Act, 1882</u>	Certified copy of the trust deed	
2.	<b>PAN card</b>	Valid Copy of PAN Card	
3.	<b>GST certificate</b>	<b>copy of GST certificate along with latest quarterly return</b> so that it can be verified that there is no overdue tax to be deposited to the Government	
5.	<b>Financial Capacity</b>	The bidder must be doing continuous manufacturing of the bid items from more than last five financial years and any one financial year of the last five financial years (2017-18 to 2021-22) should have achieved a minimum annual turnover not less than of bid estimate amount. The bidder should have no loss in last continual five financial years. The bidder should submit copy of the audited balance sheet of the last five financial years (2017-18 to 2021-22) and turnover certificate & No loss in last continual five financial year's certificate from CA with CA's registration number and seal with unique document identification number (UDIN) list in Prescribed Performa ( <b>Annexure-A&amp;C</b> ) given in the bid document.	
6.	<b>Work experience</b>	The bidder must have experience of successfully completed manufactured and supplied of similar to bid items. in any department, undertaking, boards, corporations and autonomous bodies of the state/ central government during any in one financial year of the last five financial years (2017-18 to 2021-22) one work order costing not less than of 50 % of bid estimate amount. The bidder should submit work order copy, work completion certificate from the client & specification & Image of supplied Items. list in Prescribed Performa ( <b>Annexure-B</b> ) given in the bid document.	

7.	<b>Plant Machinery and Testing equipments-</b>	The bidder should have adequate own plant & machinery like Pipe cutting machine, Pipe notching machine, CNC pipe bending machine, robotic MIG welding machine, seven tank phosphating pretreatment processing plant, Powder coating plant, Effluent treatment plant Etc. and testing equipment's in the factory for proper manufacturing & testing of the bid items in sufficient capacity. list in Prescribed Performa ( <b>Annexure-D</b> ) given in the bid document.	
8.	<b>Man power</b>	The bidder should have minimum fifty numbers or above of (manpower) permanent employed employees. In month of march of the preceding financial year 2021-22 This is required to ensure faster production enabling proper timely supplies of huge requirement. The bidder should submit List of permanent employed employees in month of march 2022 on bidder's letter head with paid salary sheet to permanent personnel employed and certificate from CA with CA's registration number and Seal with unique document identification number (UDIN) list in Prescribed Performa ( <b>Annexure-E</b> ) given in the bid document.	
9.	<b>Quality management system</b>	The micro or small enterprises situated in Rajasthan should have possessed valid certificate related to quality, environment & safety relevant to manufacture of bid item such as ISO 9001:2015, 14001:2015, 45001: 2018. The bidder should be submitted copies of above ISO certificates Certifying body of ISO certificate should be Accreditation with National Accreditation Board for Certification Bodies (NABCB).	
10	<b>Tax Registration Certificates and clearance</b>	The bidder should have registered with GST department & Income tax department. The bidder should submit Copies of registration certificates of GST and PAN card copy & Copies of the submitted GSTR-3B & GSTR-1 of the December 2022	
11	<b>License to work factory</b>	The Bidder should be registered under the factory Act. at least from the last five years continuously. And its license valid tills the bid submission date.	
12	<b>Pollution free manufacturing unit</b>	The Bidder should submit copy of pollution free certificate from the concerned government department for their manufacturing unit.	

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13	Enterprises working space	The bidder should have sufficient space in the factory for smooth working & to keep raw material, half finished goods & finished goods, for timely manufacturing & supply of bid items. If not sufficient space in the factory, then bidder bid will be not considered. Bidder should submit Detail on bidder's letterhead covered & uncovered area along with factory area map.	
14	Bid Security & Bid form fee, RISL Processing fee	The Bidder should Deposit Bid Security & Bid form fee, RISL Processing fee by DD/Bankers Cheque/Bank Guarantee as mentioned in Bid Document and should submit scanned copies of the same in <b>Annexure-T</b>	
15	Bid Item Sample	The Bidder should submit sample of one set (one pc table & two pc chair) as per the tender specifications, in the office of Rajasthan Madarsa Board and submit scanned copy of such challan with bid as a proof for submission of sample	
16	Quality assurance lab/testing equipment's	The Bidder should have in house quality assurance lab in which quality tests shall be tested on regular basis as per IS/ BIFMA International standards. Or ASTM standards. Certificate from any NABL certified lab or Govt. certified lab should submit or at least certificate should submit Table & Chair testing equipment's calibrated Certificate by any NABL approved lab. Or government certified lab.	
17	Power of Attorney	Authority executed in favour of person (s) authorized to sign the bid document and the contract and all correspondences / document thereof. Bidder should submit Copies of all such relevant documents to be attached as per Law.	
18	The Bidder should Submit all annexure with Necessary Documents etc. as mentioned in the bid,	From Annexure- A to V	

1. The Table & Chair used for mockup will be inspected by the Purchase committee and if required can also be sent for testing to any NABL certified lab. The cost incurred in providing the sample mockup shall be borne by the bidders and in case if any sample is damaged during the process department may not be accountable for the same.
2. Sample of Table & Chair shall be subject to inspection and approval of Purchase Committee duly to make the bidder eligible for Participation in financial bid. The sample would be judged on the basis of their quality, ease of maintenance, ergonomics, broad conformity to specifications /

nomenclature of the Table & Chair suitability of design for the functional requirements of the Rajasthan Madarsa Board, and factory Inspection to check the Plant & machinery, manufacturing capacity and the systems in place for quality control.

3. Inspection :- The manufacturing units of the technically qualified bidders will be inspected by the committee constituted by the higher officer after opening of technical bid. In that the units which do not have plant & machinery Etc. as per bid terms for manufacture the items of bid, and they have not established quality control measures etc. Their bid will be technically rejected and take action against those bidder as per RTPP Act.2012 & Rules.2013
4. Non displaying of sample by eligible bidders will amount to automatic disqualification. Non displaying of sample will mean as if sample are not approved by the Purchase committee and particular bidder shall not be considered for invitation of financial bid.
5. Approval of sample of any manufacturer would be only considered as a proof of their Manufacturing ability to timely execute of work & supply quality products as desired by the Purchase committee.
6. The eligible Bidder shall arrange visit of the officials to the manufacturing plant/factory of the bidder, if desired by Purchase committee.
7. The decision of the Purchase Committee shall be final and binding on all the participating bidders. No dispute/claim whatsoever on account of disapproval, if any, shall be entertained.
8. Purchase committee will conduct factory visit at any stage and Inspect plant machinery, testing facilities, capacity of production & entire quantity distribution, qualification criteria original documents Etc. to ensure adequate Plant, machinery, equipment's and other requirements for proper production and Quality control/ in house testing of Table & chair. If any information /document submitted in bid is found incorrect the Bidder bid will be rejected and bid security/performance security may be forfeited and Action will be taken according to the RTPP Act- 2012.

### **C. Evaluation of Financial Bid**

The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives. As per evaluation and comparison of bids in BOQ lowest and most advantageous bid shall be awarded as successful bidder.





## **Section-VII**

### **General Condition of Bid and Contract**

#### **1. SUBMISSION OF SAMPLES & DEMONSTRATIONS:**

- i. Samples must be submitted of the quoted items free of cost to Procuring Entity as per the specifications or descriptions etc. are mentioned in the bid document. No sample will be accepted after the prescribed period. In the event of non-submission of samples within the prescribed period, the bid shall not be considered and bid security shall be forfeited.
- ii. 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 with the particulars as mentioned below: -
  1. Name and full address of the Enterprises.
  2. "Procuring Item" Quality, date and lot number of manufacturing.
- iii. No change in marking on samples will be allowed after the submission of the sample.
- iv. Sample submission of Procuring item should be as per bid specifications with frame ivory semi-gloss color only, storage shelf of table should be only black color and plastic table top/chair shell yellow/Red/Blue/Green only. If the bidder submitted sample is not as per bid specifications & above color then bidder sample will be not considered for bid evaluation & bidders bid will be rejected.

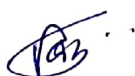
#### **2. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS:**

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.

#### **3. RATES:**

Only Item wise ( one set ) rates should be quoted. No separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the bid and must be offered conforming to the following:

- i. 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.
- ii. After evaluation of the qualified bidder whose bid is accepted those accepted rate will be valid up to one year. Bidder has to supply on the accepted price whenever requirement of Rajasthan Madarsa Board up to one year.
- iii. Only GST should be shown separately in the BOQ.
- iv. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- v. 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.
- vi. 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.

4. **SUPPLY PERIOD :-**

Completion period of "Procuring Item" shall be 120 days from the date of issue of supply order. Bidders should be capable of supplying the ordered quantity of "Procuring Item" within 120 days from the date of issue of supply order and delivery should start within 60 days of the date of supply order and should be completed within 120 days.

5. **PLACE OF DELIVERY:**

Ordered quantity of "Procuring Item" as per specifications delivered at Madarsas in Rajasthan as per list provided by Rajasthan Madarsa Board Jaipur.

6. **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 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.

7. **PARALLEL RATE CONTRACT/RATE AGREEMENT:**

The Procuring Entity may also execute parallel dividing requirement quantities among with more than one bidder for each item on the lowest approved prices on the same terms & conditions.

- i. To ensure sustained supply without any interruption, Procuring Entity reserves the right to fix more than one bidder to supply the requirement among the qualified Bidders as per RTTP Act and Rules.
- ii. Orders will be placed to lowest-1 (L-1) bidder. However in case of any exigency at the discretion of Procuring Entity, the orders may also be placed to the other bidder, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with Procuring Entity on same terms & conditions.
- iii. The Bidder, who has been declared as L-1 bidder for certain item shall execute necessary agreement for the supply of the Bided quantity of such item as specified in the Bid documents on depositing the required amount of performance security and on execution of the agreement, such Bidder is eligible for the supply.
  1. Procuring Entity will inform the L-1 rate to the Bidders who had qualified for Price Bid (BOQ) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders who agree to match L-1 rate, will be considered as matched L-1.
  2. If the L-1 bidder fails to supply/ intimate Procuring Entity, about his inability/ delay in supply as per the supply order, the required items within the stipulated time or





as the case may be, Procuring Entity may also place supply orders with the matched L-1 Bidders for supply of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the Bid document on depositing the required amount. Such Bidder is eligible for the placement of supply orders for the item quoted by them.

3. Subject to Para (vii) above, while Procuring Entity has chosen to place supply orders to matched L-1 bidder there are more than one such matched L-1 bidder, then the supply orders for the requirement of items will be placed to L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 and so on.
4. The matched L-1 bidder, on placement of supply orders, will be deemed as L-1 rate bidder for the purpose of the Bid and all provisions of the Bid document applicable to L-1 rate Bidder will apply mutatis mutandis to the Matched L-1 supplier.
5. If the bidder fails to supply the item for the supply orders, at any point of time, either fully or partly, within the stipulated time, Procuring Entity, is at liberty to place supply orders to other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify Procuring Entity, Without any Protest or Demur, for the difference in cost incurred by Procuring Entity. The Procuring Entity is entitled to recover the difference in cost from the amount due/payable to the supplier.

#### 8. 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.

#### 9. MARKING ON EVERY ITEM:

Every Item to be delivered to Madaras by bidder; should be written on in enamel Paint/Permanent sticker in the size of ½ X 6 inches.

**“Rajasthan Madarsa Board-2023”**

No extra charges shall be given on this account.

#### 10. 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.

#### 11. 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.

## **12. FURNISHING INFORMATION:**

Supplier shall furnish District & destination wise weekly report of supplied item to the procuring entity, through e-mail.

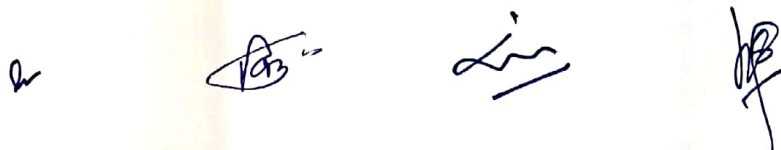
## **13. ACCEPTANCE OF STOCKS:**

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 stand liable to reject and it is the responsibility of the supplier to lift back the rejected stock immediately. Any charges incurred for such shifting will not be borne by the Board.

## **14. PAYMENT PROVISIONS:**

1. Payment will be made to supplier after supply in madarsa situated in one district. will be as follows:
  - a. 90% of payment will be released after supply in madarsas situated in one district submission of proof of supply in form of receipt taken from madarsas concerned duly signed & sealed by Minimum Two madarsa Authorities. Format of Receipt is given in the bid document.
  - b. 10% of due payment will be released after random checking of supplied items.
2. No advance payment towards costs of "Procuring Item" will be made to the Bidder.
3. If at any time during the period of agreement, 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.

If any rules, circulars, orders of Government of Rajasthan/Central Government asked to deduct any tax/amount from the payment that shall be deducted from payments of bidder in respect of supply.
4. Bill Shall be Supported with delivery receipt report as per **Annexure-R**





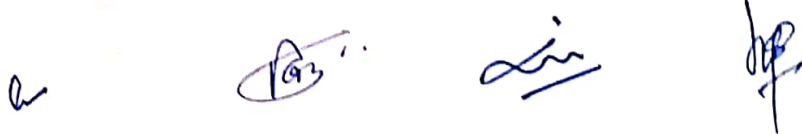
#### 15. GUARANTEE CLAUSE:

1. 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.
2. 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 as may arise by reason of such breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of Procuring Entity in that behalf under this contract or otherwise.
3. The Bidder shall also replace "Procuring Item" in case it is found defective substandard. 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.
4. For the "Procuring Item", supplied by bidder shall be under guarantee for one years from the date of delivery. During the guarantee period, bidder shall repair/replace the item for substandard & manufacturing defect. No Charges will be paid for the repair/ replacement.

#### 16. 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.

1. 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.
2. The successful Bidder (s) shall endorse a certificate on each bill to the effect that the price conditions referred to above has been satisfied.



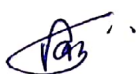


## 17. LIQUIDATED DAMAGE:

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 delivery period	5%
c	Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period -	7.5%
d	Delay exceeding three fourth of the prescribed period	10%

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 supplies 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.

18. **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.

19. **RECOVERIES CLAUSE:**

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 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.

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.

20. **SUBLETTING:**

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

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

Any person participating in a procurement process shall-

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;

Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

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;

Not obstruct any investigation or audit of a procurement process;

Disclose conflict of interest, if any; and

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.



## 22. 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.

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.

## 23. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is Joint Secretary, Minority Affairs Department, Govt Secretariat, Jaipur.

The Designation and address of the Second Appellate Authority is Secretary, Minority Affairs Department, Govt. Secretariat, Jaipur.

### Filing an appeal:

- i. 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 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.
- ii. 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.
- iii. If the officer designated under Para (i) fails to dispose of 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.

iv. **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;
- (e) Applicability of the provisions of confidentiality.

v. **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.

vi. **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.

vii. **Procedure for disposal of appeal:**

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

24. **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.

25. **ARBITRATION:**

In case of any dispute arising between the bidders and the Procuring Entity, dispute will be settled as per provisions of the Arbitration and conciliation act 1996.

26. **JURISDICTION:**

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

27. **AFTER SALES SERVICE:**

After sales services should be available on 24 (hrs) x 7 (days) x 365 (days) basis. Complaints should be attended properly, maximum within 24 hours to ensure an uptime of minimum 95% wherever applicable, failing which the necessary penalty measures shall be enforced.

28. **FORCE MAJEURE:**

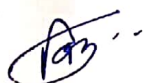
The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure. For purpose of this 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.



## **Section-VIII**

### **Annexure A to V**





(On Chartered Accountant letter head)  
**TURNOVER STATEMENT**

The annual turnover of M/s.....(Name of Firm) and Address.....Has following figures as shown below of the past five financial year's (from 2017-18 to 2021-22) and certified that the Statement is true and correct & No loss in last continually five financial years'

S. No.	Financial years	Annual Turnover	Profit Before Tax
1	2017-18		
2	2018-19		
3	2019-20		
4	2020-21		
5	2021-22		

Date:

Signature & Seal of Chartered Accountant

With registration number and unique  
document identification number (UDIN)

Tel. No.

Mob. No

Signature & Seal of the bidder

STATEMENT OF PAST PERFORMANCE

To,  
 Secretary,  
 Rajasthan  
 Madarsa Board ,  
 Jaipur

Sub: -Short term e-Bid No.1/2022-23

Dear sir,

This is to certify that I/ We..... (Name of Bidder) do hereby declaration that I/We have manufacturing & supplied of similar to bid items The table top/chair shell in the that item was made of plastic and under structure made of Iron with powder coating. In state/central government department, undertaking, board, corporation and autonomous bodies, during in the last five financial years (2017-18 to 2021-22) one single work order costing of 50 % and above of the bid estimated amount. as per details given below & submitting with work order copy, work completion certificate from the client & specification & Image of supplied Items. These documents are true and authentic. These can be verified at any time by the procuring Entity

S.N.	Name of the Department, Undertakings, Board, Corporations and Autonomous bodies of the State / Central Governments	Work Order no.	Work Order Date	Work order Amount	Detail description of supplied Items
1					

Place:

Date:

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



**(On Chartered Accountant letter head)**

**NET WORTH/CAPITAL CERTIFICATE**

This is to certify that the Net worth/Capital of M/s .....

(Name of Firm) and Address .....as on

last day of the preceding financial year 2021-22 Is Rs..... (Rupees

.....)

as per statement of computation of even date annexed here to. (Audited balance sheet of financial year 2021-22) It is further certified that the computation of Net worth/Capital based on my scrutiny of the books of accounts, records and documents, is true and correct to the best of my knowledge as per information provided to my satisfaction.

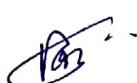
Date:

Signature & Seal of Chartered Accountant  
With registration number and unique  
document identification number (UDIN)

Tel. No.

Mob. No.

Signature & Seal of the bidder



**PLANT AND MACHINERY**

To,  
Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: -Short term e-Bid No.1/2022-23

Dear sir,

I/ We..... (Name of Bidder) do hereby declaration that I/We have adequate own plant & machinery like Pipe cutting machine, Pipe notching machine, CNC pipe bending machine, robotic MIG welding machine, seven tank phosphating pretreatment processing plant, Powder coating plant, Effluent treatment plant Etc. and testing equipment's in the factory for proper manufacturing & testing of the bid items in sufficient capacity. These declarations 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





(On Chartered Accountant letter head)

**MANPOWER PERMANENT EMPLOYED EMPLOYEES CERTIFICATE**

This is to certify that the numbers of employees in M/s.....

..... (Name of Firm) and Address

..... In month of March 2022 Is  
..... (numbers of employed engaged) as per Audited balance sheet of financial year  
2021-22 and salary sheet of March 2022 is true and correct to the best of my knowledge as per information  
provided to my satisfaction.

Date:

Signature & Seal of Chartered Accountant With registration number and unique document  
identification number (UDIN)

Tel. No.

Mob. No.

Signature & Seal of the bidder



## STATEMENT OF PAST EXPERIENCE

This is to certify that I/We..... (Name of Bidder) do

hereby undertake that I/We have past experience successfully executed on basis of distribution supply at various places of one furniture work order as mentioned in eligibility criteria and as per details given below & submitting herewith Work order Copy, work completion certificate from the client & supply places detail. These documents are true and authentic. These can be verified at any time by the procuring Entity

S. N.	Work order No. & Date	Work order Amount	Name of the work order placed by State/Central government department/ Central /state govt. automation body/ Central/state govt. public sector undertaking/Central/state govt. enterprises	Description of supplied Furniture	Supply Places
1					

Date:

Signature of Bidder with Seal

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

Form B

I .....S/o .....Aged..... Yrs.....

Residing at.....

Proprietor/Partner/ Director of M/s .....do hereby solemnly Affirm and declare that:

(A) My/Our above noted enterprise M/s ..... has been  
Issued udyam registration certificate by the MSME Department, District  
Industries Center.....

The udyam registration certificate No. is ..... dated.....

And has been issued for manufacture of following items:

S.N.	Name of Item	Production Capacity (Yearly)
(i)		
(ii)		
(iii)		

(B) My/Our above noted udyam registration certificate has not been cancelled or withdrawn by The Industries Department and that the enterprise is regularly Manufacturing the above items.

(C) My/Our enterprise is having all the requisite plant and Machinery and is fully equipped to manufacture the above Noted items.

Place \_\_\_\_\_

Signature of

Proprietor/ Director Authorized Signatory  
With Rubber Stamp and date





DECLARATIONS AND UNDERTAKINGS

To,

Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: -Short term e-Bid No.1/2022-23

Dear sir,

I/We.....(Name of Bidder) do

hereby undertake detailed below: -

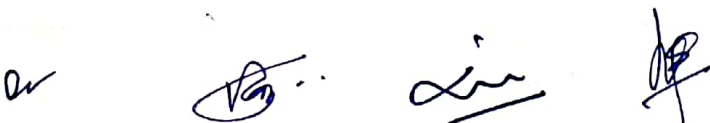
1. I/We certify that the rates quoted in Price Bid (BOQ) are reasonable & shall not sell on lower rates to anyone during the supply period.
2. I/We do hereby undertake that our company has not been blacklisted/ banned by any Govt. (Government of India / State Govt.) & their subordinate Departments for 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



**Annexure-I**

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

**AFFIDAVIT REGARDING COMPLIANCE TO TERMS &  
CONDITIONS OF BID**

To,  
Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub:-Short term e-Bid No.1/2022-23

Dear sir,

**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.

Place:

Date:

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



**TECHNICAL UNDERTAKING**

To,

Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: - Short term e-Bid No.1/2022-23

Dear sir,

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of Table & Chair at the rate quoted by me/us at the destinations specified by Madarsa Board and as per Biddocument specifications prescribed by the Rajasthan Madarsa Board.

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 Rajasthan Madarsa Board from time to time.
2. I /we have submitted all qualification criteria 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 one sample of procurement Item.
5. 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.
6. I/We understand that our bid will liable to be declared non responsive in case of any deficiency in fulfillment of requirement qualification criteria on our part.
7. I/We hereby affirm that the Procuring Entity is at liberty to take action againstme/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Place:

Date:

Signature of Authorized  
SignatoryName and Signature of  
Bidder Designation with seal





FINANCIAL UNDERTAKING

To,  
Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: -Short term e-Bid No.1/2022-23

Dear sir

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of "Table & Chair with Injection moulded top/shell" as per specifications mentioned in the Bid document at the rate quoted by me/us at the destinations specified by Rajasthan Madarsa Board.


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

I/We shall furnish the prescribed Performance Security amount of 0.50% 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 sfifteen (15) 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 Rajasthan Madarsa Board are liable to be forfeited, award of supply order, contract/ agreement stand cancelled besides blacklisting me/us.

Place:

Date:

Signature of Authorized  
SignatoryName and Signature of  
Bidder Designation with seal



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

To, Secretary

Rajasthan Madarsa  
Board, Jaipur.

Sub: -Short term e-Bid No.1/2022-23

Dear sir

Bidder Name .....

- i. 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;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii. not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. 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.

**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.

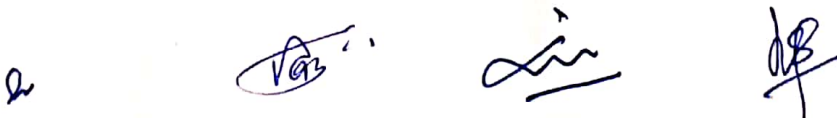
- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the 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.

Signature of Authorized  
Signatory Name and Signature of  
Bidder

Designation with seal





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

**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

To,  
Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: - Short term e-Bid No.1/2022-23

Dear sir

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  
SignatoryName and Signature of  
Bidder Designation with seal



To be given on Non-Judicial Stamp paper of Rs.100/-duly attested by Notary Public)

**DECLARATION BY BIDDERS**

To,  
Secretary,  
Rajasthan Madarsa Board, Jaipur.

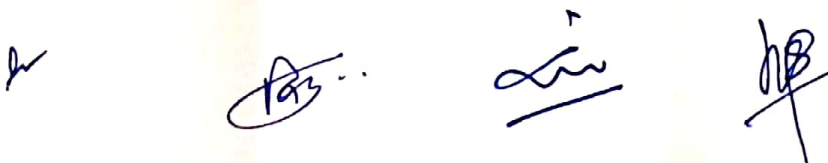
Sub- Bid No.-----Dated-----

I/We ..... (Name of Bidder)  
office Address, ..... Factory Address,  
.....

1. I/We hereby declare that our/my company/firm has never been blacklisted by any Government organization.
2. I/We declare that I/We are the manufacturing of the bid Items from the last five financial years and above as per bid specifications and we have plant and machinery to manufacturing of the bid Items And certificate has been taken from ministry of MSME for manufacturing of the above bid items. it is also certified I/we shall permit my/our factory for inspection to procuring entity.
3. I/We hereby declare that there is no Vigilance/CBI/CVC investigation and court case pending against our company/my firm for not supplying the furniture as per the specification of the tender.
4. I/We, declare that the items for which rates have been given in the tender, all the items will be supplied according to the specification given in the tender only after manufacturing and finishing by our own plant & machinery like Pipe cutting machine, Pipe notching machine, CNC pipe bending machine, robotic MIG welding machine, seven tank phosphating pretreatment processing plant, Powder coating plant, Effluent treatment plant Etc installed in the factory and testing equipment's in the factory for proper manufacturing & testing of the bid items in sufficient capacity. and pollution certificate and factory licenses have been taken from the concerned government department regarding the raw material, chemical Etc used for manufacturing and finishing. which has been attached with the technical bid.

If this declaration is found to be incorrect, without prejudice to any other action, my/our bid declaration is liable to be forfeited in full and the bid, if any, may be canceled to the extent accepted. Is. And can take action under RTPP Act 2102 Etc.

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



**Grievance Redressal during Procurement Process**

The Designation and address of the First Appellate Authority is Joint Secretary ,Minority Affairs Department, Govt Secretariat Jaipur

The Designation and address of the Second Appellate Authority is Secretary, Minority Affairs Department, Govt. Secretariat, Jaipur.

**(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 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.

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 of within thirty days from the date of the appeal.

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.

**(2) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -

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

**(3) Form of Appeal**

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



**(4) Fee for filing appeal**

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

**(5) Procedure for disposal of appeal**

- (c) 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.
- (d) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - i) Hear all the parties to appeal present before him; and
  - ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State PublicProcurement Portal.



FORM No. I  
[See rule 83 of RTPP Rule 2013]  
On the letter head of the of the Bidder

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 omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

DRAFT AGREEMENT FORMAT

An agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between

(Here in after 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

Secretary, Rajasthan Madarsa Board, Dr. S. Radha Krishnan Shiksha Sankul, JLN Marg, Jaipur (hereinafter called "**RMB, Jaipur**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

1. Whereas "the approved supplier" has agreed with "**RMB, Jaipur**" to supply the Table & Chair set to the destinations mentioned in Bid document throughout Rajasthan as per the conditions mentioned in the Bid document at the rate approved by "**RMB, Jaipur**" vide his letter No.....Dated.....
2. Whereas "**the approved supplier**" has deposited a sum of Rs. \_\_\_\_\_ for Performance Bank Guarantee in form of-
  1. Bank Draft/Banker Cheque / UTR No. \_\_\_\_\_ dated \_\_\_\_\_ OR
  2. 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 rule 42 for bid security. OR
  3. Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of RMB, Jaipur on account of "**the approved supplier**", and discharged by the "the approved supplier", in advance. "**RMB, Jaipur**" shall ensure before accepting the Fixed Deposit Receipt that "**the approved supplier**", furnishes an undertaking form the bank to make payment/premature payment of the fixed deposit receipt on demand to the "**RMB, Jaipur**" without requirement of consent of "**the approved supplier**", concerned. In the event of forfeiture of the performance security, the fixed deposit shall be forfeited along with interest earned on such fixed deposit.
  4. Performance security furnished in the form specified in the General Terms & Conditions of bid shall remain a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of "**the approved supplier**", including warranty and Guarantee obligations and maintenance and defect liability period.
3. The General Terms & Conditions of Bid No. \_\_\_\_\_ dated \_\_\_\_\_ 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. Letters Nos. \_\_\_\_\_ received from Bidder and letters Nos. \_\_\_\_\_ issued by "**RMB, Jaipur**" and appended to this agreement shall also form part of this agreement.
4. Wherever the "**bidder**" OR "**successful bidder**" is mentioned in the General Terms & Conditions of Bid should now be read as "**the approved supplier**"



5. "RMB, Jaipur" do hereby agree that if "the approved supplier", shall duly supply the table & chair in the manner aforesaid observe and keep the said terms and conditions, the

"RMB, Jaipur", will pay through RTGS to "the approved supplier", at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

6. The delivery shall be affected and completed within the period noted below: -

S. No.	Name of Item	Quantity	Delivery Period	Last date of Completion

7. Liquidated Damage: - Clause of Liquidated Damages of General terms & conditions of Bid will apply regarding the supply period.

8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the "RMB, Jaipur" and the decision of the "RMB, Jaipur" shall be final.

In witness where of the parties here to have set their hands on the.....day of 2023

For and on behalf of	For and on behalf of
Secretary, Rajasthan Madarsa Board, Jaipur	Approved supplier
Signature	Signature
Name	Name
Seal	Seal

Witness: -

Signature		Signature	
Name		Name	
Address		Address	

(Five hundred rupees non judicial stamp paper duly attested by Notary public



SECURITY CUM PERFORMANCE BANK GUARANTEE FORMAT

To  
Secretary,

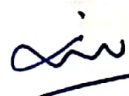
Rajasthan Madarsa Board

Dr. S. Radha Krishnan ShikshaSankul,  
JLN, Marg, Jaipur

Whereas the Secretary, Rajasthan Madarsa Board, Jaipur (herein after called the "RMB, Jaipur") having entered into an agreement No..... dated..... with M/s..... having registered office at..... (here in after called the "the approved supplier") for the supply of..... (name of Item) here-in-after called "the said agreement" under which "the approved supplier" have applied to furnish Bank Guarantee to make up the full security deposit.

1. In consideration of the "RMB, Jaipur" having made such a stipulation in agreement.
2. We (indicate the name of Bank) having its registered office at ..... here-in-after referred to as "the Bank" at the request of "the approved supplier" do hereby undertake to pay to the RMB, Jaipur amount not exceeding Rs. on demand by "RMB, Jaipur".
3. We (indicate the name of Bank), do hereby undertake to pay Rs..... Any demur or delay, merely on a demand from the "RMB, Jaipur" any such demand made on the bank by the "RMB, Jaipur" shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the "RMB, Jaipur" and we (indicate the name of bank), bound other selves with the directions given by "RMB, Jaipur" regarding this bank guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
4. We (indicate the name of Bank), undertake to pay to the "RMB, Jaipur" any money so demanded notwithstanding any dispute or disputes raised by the supplier (s) in any suit or proceeding pending before any court or tribunal or arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
5. We (indicate the name of Bank), further agree that all guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the "RMB, Jaipur" under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the supplier and accordingly discharges this guarantee.
6. We (indicate the name of Bank), further agree with the "RMB, Jaipur" that the "RMB, Jaipur" shall have the fullest liberty without our consent and without affecting in any






manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time to performance by the said supplier (s) from time to time or to postpone for any time or from to time any of the powers exercisable by the "RMB, Jaipur" against the said supplier forbear or enforce any of the terms and conditions relating to the said agreement and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier (s) or for any forbearance act or omission on the part of the "RMB, Jaipur" or any indulgence by the "RMB, Jaipur" to the said supplier (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

7. The liability of us (Indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the supplier.
8. We (Indicate the name of bank), lastly undertake not to revoke this guarantee except with the previous consent of the "RMB, Jaipur" in writing.
9. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the "RMB, Jaipur".
10. It shall not be necessary for the "RMB, Jaipur" proceed against the supplier before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the "RMB, Jaipur" may have obtained or obtain from the supplier.
11. The bank guarantee shall be payable at the Jaipur. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Not with standing anything contained hereinabove, our liability under this guarantee is restricted Rs. ....and our guarantee shall remain in force up to. ....unless a demand or claim under the guarantee is made on us in writing

on or before.....Therefore after.....all your rights under the guarantee shall be forfeited and we shall relieved and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated.....day of.....

Date  
Place

Signature of Authorized Person of Bank

Designation  
Seal of Bank



**Delivery Receipt (Table)**

Registration No. Madarsa		District-
Name of Madarsa		
Name of Supplier		
Stock Register Entry With Date	page No. :-	Date :-

**Note:-** 1. This is to certify that following Items have received in good condition as per the specifications of the bid (as mention below).

2. Mark "Rajasthan Madarsa Board-2023" is written on Table & Chair.

3. Symbol of supplier Firm is Write on Table & Chair

S.N.	Table Received as Per Mentioned Below Specifications. Quantity -	
1	Overall size of the table from ground – 900 mm (W) X 550 mm (D) X 700 mm (H). (Tolerance in all sizes $\pm 15$ mm)	
2	Table main structure two vertical support leg should be made of 38 mm (Tolerance $\pm 0.5$ mm) Round CRC Pipe of 1.2mm thickness. (Tolerance $\pm 0.1$ mm)	
3	Five horizontal supports for table top should be made of 25 mm (Tolerance $\pm 0.5$ mm) CRC square Pipe of 1.2mm thickness. (Tolerance $\pm 0.1$ mm)	
4	Table storage shelf –should be made of 0.6 mm thick (Tolerance $\pm 0.1$ mm) CRC sheet and should be covered by three sided. The edges of sheet should be bended from front side. The storage shelf should be fitting on the horizontal support of table top. Size of storage shelf 820 mm (w) 330mm (D) 100mm (H) (Tolerance $\pm 10$ mm).	
5	Bag hooks- Iron hooks should be welded on both sides of the storage shelf of the table for hanging school bags. To be made of CRC sheet size- 30 mm (W) 125 mm Height & 2 mm thick.	
6	Table two vertical support leg should be with nylon foot cap. Hight of the foot cap minimum 45 mm, thickness 4 mm and one foot cap weight minimum 25 gram. nylon foot cap should be only matching color of table top.	
7	Table top size 900 mm (W) x 350 mm (D) (Tolerance $\pm 15$ mm). Table top Hight 35 mm (Tolerance $\pm 3$ mm). Table top thickness should be 2.3 mm. (Tolerance $\pm 0.2$ mm).	
8	Table top should be made of injection moulded polymer shock proof anti corrosive virgin polymer of moulding grade polymer and filler and should not have filler content more than 15%.	
9	The table top is to be fitted on the horizontal support frame through 12x32 mm 6 nos. Phillips head screw.	
10	Table top should have provision to keep pencil, eraser, etc.	
11	Horizontal support of the table top should be welded together. welding should be done on robotic MIG welding machine to ensure accuracy of welding.	
12	Vertical support leg and horizontal support frame of the table top should be welded together. welding should be done on robotic MIG welding machine to ensure accuracy of welding.	
13	Bending of the two vertical support leg should be done on CNC pipe bending machine to ensure accuracy of bending.	
14	All the metal/Iron parts of the table should be powder coating. (Thickness of powder coating minimum 40 microns)	
15	Overall weight of the table structure should be 5kg 650 gram (Tolerance $\pm 200$ gram). and table storage shelf 2kg 400 gram (Tolerance $\pm 100$ gram). & Table top 1kg 350 gram (Tolerance $\pm 100$ gram). overall weight of the table 9 kg400 grams (Tolerance $\pm 400$ gram).	
Signature of Secretary of Madarsa		Signature of Sadar of Madarsa
Name		Name
Mobile No.		Mobile No.
Seal		Seal

**Delivery Receipt (Chair)**

Registration No. Madarsa	District-	
Name of Madarsa		
Name of Supplier		
Stock Register Entry With Date	page No. :-	Date :-

**Note:- 1.**

- This is to certify that following Items have received in good condition as per the specifications of the bid (as mention below).
- Mark "Rajasthan Madarsa Board-2023" is written on Table & Chair.
- Symbol of suplier Firm is Write on Table & Chair

specifications.

specifications.

S.N.	Chair Received as Per Mentioned Below Specifications. Quantity -		
1	Overall size of the chair from ground – 350 mm (W) X 480mm (D) 700mm (H) Seat Height 400 mm (Tolerance in all sizes ±15mm)		
2	Chair main structure two vertical support leg should be made of 38 mm (Tolerance ± 0.5mm) Round CRC Pipe of 1.2mm thickness. (Tolerance ± 0.1mm)		
3	Chair sheet horizontal support should be made of 19 mm (Tolerance ± 0.5mm) CRC round Pipe of 1.2mm thickness. (Tolerance ± 0.1mm) with two-piece 1.2 mm thick CRC sheet C channel size- 40 mm (D) 20 mm (W) 12mm Height. for shell sheet interlocking.		
4	Chair shell back should be U shape vertical supported by integral 16 mm (Tolerance ± 0.5mm) CRC round Pipe of 1.2mm thickness. (Tolerance ± 0.1mm) and upper side pipe should be interlocking by screwing with the shell on both side by two screw and lower side should be welded with vertical support leg.		
5	Chair-two vertical support leg should be with nylon foot cap. Hight of the foot cap minimum 45 mm, thickness 4 mm and one foot cap weight minimum 25 gram. nylon foot cap should be only in matching color of chair shell.		
6	Chair shell size- shell Seat 350 mm (W) x 320 mm (D). chair shell back Height 300mm. chair shell back width lower side 340 mm. and upper side 380mm. (Tolerance in all sizes ±15 mm)		
7	Chair shell thickness should be minimum 3 mm.		
8	Chair shell seat should be with ribs not less than 5 nos. and the chair shell should be a slope of 15 mm (± 5 mm) towards the seat.		
9	Chair shell should be made of injection moulded polymer shock proof anti corrosive virgin Polymer of moulding grade polymer and filler and should not have filler content more than 15%.		
10	Two chairs should fit comfortably under the table.		
11	Vertical support leg and horizontal/vertical support frame should be welded together. welding should be done on robotic MIG welding machine to ensure accuracy of welding.		
12	Bending of the two vertical support leg should be done on CNC pipe bending machine to ensure accuracy of bending.		
13	All metal/Iron parts of the chair should be powder coating. (Thickness of powder coating minimum 40 microns)		
14	Overall weight of the chair structure should be 2Kg 700 gram (Tolerance ± 100 gram) and chair shell 1kg (Tolerance ± 50 gram) overall weight of the one chair 3kg700 gram (Tolerance ± 150 gram)		
Signature of Secretary of Madarsa		Signature of Sadar of Madarsa	Signature of another Responsible person of Madarsa
Name		Name	Nmae
Mobile No.		Mobile No.	Mobile No.
Seal		Seal	Seal



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

**UNDERTAKING FOR GUARANTEE CLAUSE**

To, Secretary,  
Rajasthan Madarsa Board, Jaipur.

Sub: -Short term e-Bid No.1/2022-23

Dear sir

I/We have clearly understood the Guarantee Clause of bid document and agree to undertake that: -

1. I/We shall be liable to act as per guarantee clause of the bid.
2. Item "Table & Chair "supplied by me/us will be under guarantee for.. From the date of delivery.
3. During the guarantee period I/we shall be liable to replace/repair the itemssupplied by us for substandard & manufacturing defect.
4. I/We shall not charge anything for replacement/repair.

Place  
Date

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





{filled by the bidder on letterhead}

**PRE-BID QUERIES FORMAT**

NIT No.:

Date:

Name of the Company/Firm : \_\_\_\_\_

Tender Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_

Name of Person (s) Representing the Company/Firm:

Name of Person	Designation	Email-ID (s)	Tel. No. & Mobile No.

Company/Firm Contacts:

Contact Person	Address for Correspondence	Email-ID (s)	Tel. No. & Fax No.
GST Number			
UDYAM Number			

Query/Clarification Sought:

S.No.	Bid Page No.	Bid Terms No.	Whose details are the conditions of tender against RTPP Rules-2013, details of that rule.	Query

Note: - Queries must be strictly submitted only in the prescribed format only. Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee & GST Certificate, udyam registration certificate & power of attorney issued by the firm/company.

## Price Bid (BOQ)

The Price Bid (BOQ) must be uploaded separately on e-procurement portal only as per the given format.

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

S. No.	Item Description	Qty.	Units	Net rate one Set (In Rs.)	Rate of GST as applicable	Amount of GST as applicable	Total Rate one set in Rs. (5+7)	Total Amount in words
1	2	3	4	5	6	7	8	9
1	One Table & two Chair as per bid specifications	8277 Set	one Set					

**Note:**

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 on BOQ (in.xls format) sheet only.
4. Rate should be quoted one Set (one Table & two Chair), as required in BOQ.
5. Element of the GST should be mentioned separately.
6. All bidders are advised not to wait for last date and submit their Bid at the earliest.
7. Rajasthan Madarsa Board, Jaipur shall not be responsible for any inconvenience in website and no extension in deposition of Bid be allowed for any bidder.
8. The Price bid (BOQ) would be opened and considered of only those Bidders who meet the criteria of eligibility

**Scanned Copies of DDs/ Bankers Cheques for Depositing Bid  
Security Fee, Bid Document Fee, RISL Processing Fee.**

Place  
Date

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

