# Section (A):- Notice Inviting Bid (NIB)



राजस्थान सरकार

# राजस्थान मदरसा बोर्ड, जयप्र



राजस्थान मदरसा बोर्ड भवन, डॉ. एस. राधाकृष्णन शिक्षा संकुल जवाहर लाल नेहरू मार्ग, जयपुर 🖀 +91-141-2702477, 2702528 E-mail :- raj.madarsa@rajasthan.gov.in, Website :- www.rajmadarsa.org

क्रमांकः एफ. 53 / रामबो / लेखा / Hiring of Computer / 382

दिनांक : 21/08/2019

:: बोली आमंत्रण स्चना ::

राजस्थान मदरसा बोर्ड, जयपुर में मैन विद मशीन कम्प्यूटर ऑपरेटर की सेवाओं हेतु दर संविदा बोली वर्ष 2019—20 के लिए आमंत्रित की जाती है। बोली से संबंधित विवरण / शर्त वेबसाइट http://sppp.rajasthan.gov.in पर देखी जा सकती है, तथा बोली प्रपत्र इसी वेबसाइट से नियत तिथि से डाउनलोड किया जा सकता है अथवा राजस्थान मदरसा बोर्ड, जयपुर से दिनांक 24.06.2019 को दोपहर 3.00 बजे से रोकडपाल के पास 500 / - रूपयें जमा कराकर क्रय किया जा सकता है। बोली से संबंधित जानकारी बोर्ड की वेबसाइट www.rajmadarsa.org पर भी देखी जा सकती है।

कार्य का विवरण अनुमानित राशि रूपये बोली प्रतिभूति राशि बोली प्रपत्र शुल्क 500 / -321000/-6500 / -4 मैन विद मशीन

राजस्थान की MSME को नियमानुसार समस्त लाभ देय होगें।

बोली प्रपत्र शुल्क एवं बोली प्रतिभूति राशि का डिमांड ड्राफ्ट सचिव, राजस्थाम मदरसा बोर्ड, जयपुर के नाम बोली प्रस्तुत करने की अंतिम तिथि तक राजस्थाम मदरसा बोर्ड, डॉ. एस. राधाकृष्णन शिक्षा संकुल जवाहर लाल नेहरू मार्ग, जयपुर जयपुर में जमा करवाना होगा।

1. बोली प्रपत्र उपलब्ध होने की तिथि 24.06.2019 को दोपहर 3.00 बजे से

2. बोली प्रपत्र जमा करवाने की समयावधि 01.07.2019 को दोपहर 3.00 बजे तक

3. बोली प्रपत्र खोलने की तिथि 01.07.2019 अपरान्ह 4.00 बजे

सचिव

राजस्थान मदरसा बोर्ड,

जयपुर दिनांक : २ ) - 06 - 72 19

क्रमांकः एफ. 53 / रामबो / लेखा / Hiring of Computer / 2019-2020 / 963 - 88 प्रतिलिपिः निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।-

1. संयुक्त शासन सचिव, अल्पसंख्यक मामलात एवं वक्फ विभाग, राजस्थान, जयपुर।

2. निजी सचिव अध्यक्ष, राजस्थान मदरसा बोर्ड, जयपुर।

3. वरिष्ठं लेखाधिकारी, राजस्थान मदरसा बोर्ड, जयपुर।

4. सूचना सहायक, राजस्थान मदरसा बोर्ड, जयपुर को भेजकर लेख है कि मैन विथ मशीन व्यवस्था के बोली सूचना विभाग की वेबसाईट तथा http://sppp.rajasthan.gov.in पर अपलोड करवाये जाने की व्यवस्था

5. रोकडपाल राजस्थान मदरसा बोर्ड, जयपुर।

6. सूचना पट्ट राजस्थान मदरसा बोर्ड, जयपुर।

7. रक्षित पत्रावली।

राजस्थान मदरसा बोर्ड,

जयपुर

# GOVERNMENT OF RAJASTHAN RAJASTHAN MADARSA BOARD JAIPUR

# TERMS & CONDITIONS FOR

Rate Contract

Providing Man with Machine at Rajasthan Madarsa Board, Jaipur Year 2019-20 (July.2019 To Feb, 2020)

> RAJASTHAN MADARSA BOARD JAIPUR, PHONE NO: 0141-2702477

E-mail ID: raj.madarsa@rajasthan.gov.in

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# INDEX

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# Section (B):- Instructions to Bidders (ITB)

Note: - Please read the Terms & Conditions carefully. Incomplete Bid are liable to be rejected.

Bidders should read these conditions carefully and comply with them strictly while submitting their bid. The following points may be noted so that mistakes/lapses/shortcomings during Bid submission may be avoided.

- 1. All pages of the bid document are to be filled (wherever required), signed. The columns and information required to be filled in the bid document should be typed. If a bidder has any doubt regarding any condition of specification mentioned in the bid notice, he should, before submitting the bid, refer these to the Secretary Rajasthan Madarsa Board, , Jaipur immediately and obtain clarification. The decision of the Secretary Rajasthan Madarsa Board, , Jaipur shall be final and binding on the bidder.
- 2. Bid in two parts i.e. Technical Bid (Part-I) and Financial Bid (Part-II) are to be submitted till 1.7.2d 3.00 p. m to the Secretary Rajasthan Madarsa Board, , Jaipur.
- 3. It is expected from all bidders that they will ensure that documents to be used in bid set will be sent by a reliable person only.
- 4. Bidder has to submit technical bid and financial bid in separate envelopes clearly marking "Technical Bid for the services of Man With Machine at Head Office, Rajasthan Madarsa Board, Jaipur" and "Financial Bid for the services of Man With Machine at Rajasthan Madarsa Board, Jaipur" Quote rate in the Financial Bid in separate envelope only, if a Bidder quotes his rates in technical bid, his bid shall be rejected.
- 5. All Bidders are instructed not to fill the formats Written by hand, Bidders should to submit all the formats neatly typed so that mis-understanding may be avoided while deciding the technical bid and it should be signed by bidder/authorized signatory.
- 6. Bidders may send their queries to following officers:-
  - (1) Finance related issues Sh. Ravindra Kumar Bairwa, AAO I Rajasthan Madarsa Board , Jaipur
  - (2) For Downloading of documents etc: ShRajesh Kumar Gothwal, Informatic Asstt., Rajasthan Madarsa Board,
    Jaipur at his E-mail address raj.madarsa@rajasthan.gov.in

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# Section (C):- Bid Data Sheet (BDS)

Bid for the services of Man With Machine at Office, Rajasthan Madarsa Board, , Jaipur

1. Bid Reference

: एफ. 53 / रामबो / लेखा / Hiring of Computer / 2019—2020 / / Dated:.....

2. Date and time for Submission bid document

24.6.2018 from 3:00. P.M and onwards

Date and time of opening of bids

01.07.2019 4.00 P.M

4. Cost of the Bid Document (Enclose it as page number 23)

Rs. 500/-

5. Bid Security

2% of the estimated value

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# पीले लिफाफे में प्रस्तुत करें जिस पर वित्तीय बोली लिखा हो

# राजस्थान सरकार राजस्थान मदरसा बोर्ड, जयपुर

# वित्तीय बीड

| 1—T             | मर्म का             | नाम   |  |   |                      |                      |      |      |               |  |             |
|-----------------|---------------------|---|--|---|----------------------|----------------------|------|------|---------------|--|-------------|
| 2— <sup>t</sup> | कर्म का             | पूर्ण पता   |  |   |                      |                      |      |      |               |  |             |
| 4-              | अमानत               | त न0<br>राशि रसी<br>वेद् मशीन                                   | ाद/डी र  | डी संख्य  |                      |                      |      |      |               |  |             |
| क्र.<br>सं.     | कार्य की<br>प्रकृति | कार्य हेतु<br>आवश्यक<br>मानव<br>संसाधन की<br>अनुमानित<br>संख्या | श्रम<br>विभाग<br>द्वारा<br>निर्धारित<br>न्यूनतम<br>मजदूरी  | सेवा<br>प्रदाता<br>द्वारा<br>प्रस्तुत<br>प्रति<br>व्यक्ति<br>दर | EPF<br>दर<br>प्रतिशत | ESI<br>दर<br>प्रतिशत | SGST | CGST | आयकर<br>कटौति | सेवा<br>प्रदाता<br>का<br>सर्विस<br>चार्ज<br>राशि | कुल<br>राशि |
| 1               | 2                   | 3<br>4 उच्च   | 4  | 5   | 6                    | 7                    | 8    | 9    | 10            | 11   | 12          |
|                 |                     | 2.00  | Control of the contro |   | 1 100                | A STATE OF           |      |      |               |  |             |

वित्त विभाग के परिपत्र क्रमांक एफ.2(1)वित्त/एसपीएफसी/2017 दिनांक 30. 04.2018 के निर्देशानुसार मैन विद मशीन (कम्प्यूटर ऑपरेटर) को न्यूनतम भुगतान किया जाना होगा

- Minimun Wages Decided By The Labour Department 283/- Rupes per day.
- Percentage rate of EPF- 12% (Procuring and Entity)
- Percentage rate of ESI- 4.79% (Procuring and Entity)

हस्ताक्षर निविदादाता

फर्म का पूरा नाम दूरभाष नम्बर फर्म की रबर स्टाम्प







# Section (D):- Qualification and Evaluation criteria

### Eligibility criteria

- 1. All firms who have their local office in Jaipur are eligible to participate in the Bids.
- 2. Bidder has to submit Proof of Bidding document Cost 500/- paid in favour of Secretary Rajasthan Madarsa Board, Jaipur. (Please enclose this document at Page no.24)
- 3. Bidder has to submit Proof of Bid Security paid in favour of Secretary Rajasthan Madarsa Board, Jaipur, (Please enclose this document at Page no.24)
- Bidder have to submit VAT clearance certificate up to June 2017 and GST clearance certificate upto March 2019 in Format 'A' (Please enclose this document as Page no.25)
- 5. All the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and the provisions of Rajasthan Transparency in Public Procurement Rules, 2013 will be applicable in this bid.

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Section (E):-Bidding Forms

E(i) . Technical Bid Submission Sheet

### **Technical Bid Submission Sheet**

|   | Date:<br>NIB No.:                                      |
|---|--|
| To  | NID NO   |
| The Secretary   |  |
| Rajasthan Madarsa Board,  |  |
| Jaipur  |  |
|   |  |
| We, the undersigned, declare that: (a) We have examined and have no reservations to the Bid                             | Iding Document including                               |
| Addenda No.:  | ding Bocament, moldang                                 |
| (b) We declare that we fulfil the eligibility and qualification   | criteria in conformity with the Bidding Document       |
| and offer to supply in accordance with the specification  | is, the delivery schedule and other requirements as    |
| specified in the Bid document.  | the data fixed for the hid submission, deadline in     |
| (c) Our Bid shall be valid for a period of 90 (ninety)days fro accordance with the Bidding Document, and it shall re    | main hinding upon us and may be accepted at any        |
| time before the expiration of that period;  | main binding upon as and may be accepted at any        |
| (d) If our Bid is accepted, we shall submit a Performance   | Security equivalent to five percent of the value of    |
| the items approved in our favour [PSU's shall submit  | the Performance Security Declaration] for the due      |
| performance of the Contract;  |  |
| (e) Our firm for any part of the Contract has not been deb  | arred by the any State/ Central Government of the      |
| Procuring Entity or a regulatory authority under any app<br>(f) We understand that this Bid, together with your written | acceptance thereof included in your notification of    |
| award, shall constitute a binding contract between us, u  | intil a formal Contract is prepared and executed;      |
| (g) We agree to permit Government of Rajasthan or the Pr  | ocuring Entity or their representatives to inspect our |
| premises, accounts and records and other document   | ts relating to the bid submission and to have them     |
| audited by auditors appointed by them;  |  |
| (h) We declare that we have complied with and shall cor   | ntinue to comply with the provisions of the Code of    |
| Integrity including Conflict of Interest as specified for   | Bidders in the Rajasthan Transparency in Public        |
| Procurement Act, 2012, the Rajasthan Transparency i   | n Public Procurement Rules, 2013 and this Bidding      |
| Document during the procurement process and ex-   | ecution of the Contract till completion of all our     |
| obligations under the Contract;   |  |
|   |  |
|   |  |
| Name:   |  |
| In the capacity of:Signed:  |  |
|   |  |
| Date: Duly authorised to sign the Bid for and on behalf of:   |  |
| Complete Address  |  |
|   | -mail:   |

## E(ii). Formats for Qualification Requirements

All Bidders are instructed not to fill up the formats by hand. Bidders should submit all the formats given in the below at Sr. No. 4 to 6 neatly typed and duly signed by bidder so as to avoid any misunderstanding while deciding the technical bid.

|      | houles our                                   |
|------|--|
| I/We | having ourhaving our                         |
|      | 등명 본지원 하는 등 범인 경기에서 가지 보고 있다면 보고 있었다면 보고 있다. |
|      | Office at                                    |

do declare that I/We have read all the conditions of the Bid floated by the Secretary Rajasthan Madarsa Board, Jaipur for providing services of Man With Machine at Rajasthan Madarsa Board, Jaipur and agree to abide by all the conditions set forth there in.

I/We declare that we are participating in this bid in the capacity of service provider agency. A Fabricator / Manufacturing Unit and Authorised Motor body building Unit having experience of Fabrication. I/We enclose self-attested photo copy of registration / license issued/ approved by the registering authority / licensing authority Valid up to August 2010.

I/We further declare that the rates offered by us shall remain valid for the entire period of the Bid. I/We have enclosed the following documents as per details given against each:-

| Name of Firm   | Particulars |  |  |
|--|-------------|--|--|
|  |             |  |  |
| Name of authorized signatory<br>अधिकृत ास्ताक्षरकर्ता का नाम                     |             |  |  |
| Signature specimen of authorized signatory<br>अधिकृत हस्ताक्षरकर्ता का हस्ताक्षर |             |  |  |
| Total Number of pages in bid submitted<br>बीड में कुल पृष्ठों की संख्या          |             |  |  |

Bidder has to fill all the columns given below:-

| Sr.<br>No. | As per example, direction in the not                   | Applicable<br>to bidder<br>or not<br>Yes/No | Date<br>of<br>Issue | Date of<br>renewal | Valid<br>Upto | Bidder should mark it as page/ Enclosure number (As per example/ direction in the bid document) |
|------------|--|---|---------------------|--------------------|---------------|---|
| 1          | 2  | 3   | 4                   | 5                  | 6             | .7  |
| 1.         | Bid Cost deposit (submit on Page no. 24)               |   |                     |                    |               | 24  |
| 2.         | Bid security deposit (submit on Page no. 24)           |   |                     |                    |               | 24  |
| 3.         | VAT Clearance Certificate up to (June 2017) Format 'A' |   |                     |                    |               | 25  |
|            | on page no. 25   |   |                     |                    |               |   |
| 4.         | GST clearance certificate up to (March. 2019)          |   | -                   |                    |               | 25  |

- 1. If any document doesn't have date of issue or last date of validity, write Not Applicable (NA) in respective columns.
- 2. Ensure that the scanned copies of documents are clearly readable& legible.

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# (E-iii) Financial/ Price Bid Submission Sheet

# Financial Bid Submission Sheet

Date:
NIB No.:

To:

The Secretary Rajasthan Madarsa Board, Jaipur

We, the undersigned, declare that:-

- (a) We have examined and have no reservations to the Bidding Document, including Addenda, if any
- (b) We offer Services of Man With Machine at Officeof The Secretary, Rajasthan Madarsa Board, Jaipuir in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in Bid document.
- (c) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

| Name:                   | Marie Ville Marie     |           |   |
|-------------------------|-----------------------|-----------|---|
| In the capacity of:     |                       |           |   |
| Signed:                 |                       |           |   |
| Date:                   |                       |           |   |
| Duly authorised to sign | the Bid for and on be | ehalf of: | _ |
| Complete Address        |                       |           |   |
| Tel:                    | Fax:                  | E-mail:   |   |

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# E(iv) Declaration by the Bidder under Section 7 and 11 of the Act

| In relation to our Bid submitted to <b>The Secretary Rajasthan Madarsa Board, Jaipur</b> [procuring entity] for Services of Man With Machine, response to their Notice Inviting Bids No एक বাহে আৰু বিশ্বাসনা বিশ্ |
|--|
| Procurement Act, 2012, that:   |

# Declaration by the Bidder

| 1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity; Declaration is given below as per Finance Department order F.1(8)Vitta/GF&AR/2011 dated 04.02.2013. |
|--|
| In relation to my/our Bid submitted to   |
| of   |
| Dated  |
| Procurement Act, 2012, that:   |

- (a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
- 2. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and

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this Bidding Document, till completion of all our obligations under the Contract;as per Finance Department order F.1(8)Vitta/GF&AR/2011 dated 04.02.2013

- We agree that Grievance Redressal process during procurement process will be as per RTPP Act, 2012
   & Rules, 2013 and Finance Department order F.1(8)Vitta/GF&AR/2011 dated 04.02.2013.
  - 4. We agree that additional condition of contract will be as per Declaration Finance Department order F.1(8)Vitta/GF&AR/2011 dated 04.02.2013.

Date:

Place:

Signature of bidder

Name:

Designation:

Address

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# Section (F):- Condition of Contract and Contract Forms

### 1. General Conditions of Contract

### Submission of Bid Forms

- a. Bid should be super scribed "Services of Man With Machine at Rajasthan Madarsa, Jaipur" and shall be submitted in two parts i.e Technical Bid (Part-I) and Financial/Price Bid (Part-II) to the Secretary Rajasthan Madarsa Board, Jaipur.
- b. Rates shall be mentioned both in words and figures. The rates should including all type of applicable taxes.
- c. The Bidder should essentially sign on every page of the Bid document, terms and conditions as a token of his acceptance of all the terms & conditions of the Bid in to-to. Non receipt of the so desired Bid document duly signed by the Bidder shall render such proposals in the Bid to be rejected.
- d. Bid will be opened in the presence of such Bidders who choose to be present.
- e. Financial Bids of those Bidders who qualify in Technical Bid will only be considered for finalization of Firm and Rates.
- f. All enclosures/disclosures in the Technical Bid shall be filled in meticulously with precision and with documentary evidence wherever necessary.
- g. All the required documents / enclosures will have to be submitted / attached along with Technical Bid (Part-I of the Bid) only. Eligibility for Financial Bid (Part-II of the Bid) will depend on the outcome of documents submitted/ attached with Technical Bid.
- h. Financial Bid (Part-II of the Bid) shall contain only the details of rates offered.
- i. The dates scheduled for Receipt & Opening of Bid are fixed. However, the Secretary Rajasthan Madarsa, Jaipur reserves the right of postponing the date of opening the Technical or Financial bids or both in the event of any unforeseen circumstances.
- j. If the last date for submission of Bid and opening of Bid happens to be a public holiday, the notified dates shall automatically get postponed to the next working date.
- k. Failure to submit the properly filled and signed Bid (Part-I & II) shall render the Bid invalid.
- The Director Animal Husbandry Department Rajasthan shall not be held responsible for non-receipt of the Bid due to any reason whatsoever.
- m. In the event of bid being submitted by a firm it must be duly signed by an authorized signatory. In the event of a partnership firm it must be signed by himself or on his behalf by a person holding a power of attorney authorizing him to do so and in the case of company the bid should be executed in the manner laid in the Articles of Association. A letter of resolution must be attached in favour of the authorized signatory. Any change in the Constitution of the Firm/Company shall be notified forthwith by the Bidder to the Secretary Rajasthan Madarsa Board, Jaipur and such change shall not relieve any former member of the Firm/ Company from the liability.

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n. Under the contract. No new partner/ partners shall be accepted in the Firm/ Company by the Bidder/Biding firm in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit to the Secretary Rajasthan Madarsa Board, Jaipur a written agreement to this effect. Receipt or acknowledgement of any partner subsequently accepted as above will bind all of them and will be sufficient to discharge for any of the purposes of the contract.

### 2. OTHER GENERAL CONDITIONS

- i. Remittance charges on payment made to the firms will be borne by the firms.
- ii. All correspondence /queries in this connection should be addressed to the Secretary, Rajasthan Madarsa Board, Jaipur.
- iii. Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their Bids.
- iv. Appropriate category of Bidders as per prevalent/ existing rules shall be eligible for Price & purchase preference as per rules.
- v. Any provision not included in this document shall be governed by the relevant rules mentioned in the Rajasthan Transparency in Public Procurement Rules 2013 and time to time amendment in respective rules.
- vi. The Departmental Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the <u>Services of Man With Machine at Rajasthan Madarsa Board, Jaipur</u> is also reserved by the <u>Secretary Rajasthan Madarsa Board</u>, Jaipur.
- vii. The Secretary, Rajasthan Madarsa Board, , Jaipur can extend the original Bid Period , subject to original Terms and Conditions for a period deemed fit by him, but not exceeding three months, for which the Bidder will have to abide.
- viii. The contract for the <u>Services of Man With Machine at Rajasthan Madarsa Board, Jaipur</u> can be repudiated at any time by the Secretary, Rajasthan Madarsa Board, Jaipur if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing.
- ix. Any Change or insertion of any other condition or extra stipulation or any other condition contrary to the above Bid conditions are not acceptable and shall render the Bid liable to rejection without notice.
- x. Specific narration of quality, specifications & classification etc. should be written in covering letter Part-1 (Technical Bid) except RATES if the Bidder so desires.
- xi. If a Bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his Bid is liable for rejection summarily
- xii. The Secretary, Rajasthan Madarsa Board, Jaipur reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons, accept Bid for all or anyone or more of the articles for which Bidder has submitted quotation or distribute order for <a href="Services of Man With Machine at Rajasthan Madarsa Board">Services of Man With Machine at Rajasthan Madarsa Board</a>, Jaipur to more than one firm.
- xiii. The Bidder shall furnish the following documents at the time of execution of agreement

  Attested copy of Partnership Deed in case of Partnership Firms

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- > Registration number and year of registration in case partnership firm is registered with registrar of firms
- Address of residence and office telephone numbers in case of Sole Proprietorship
- Registration issued by Registrar of Companies in case of company.
- > Original document for verification.

### 3. APPROVAL OF FIRMS & SUPPLIES THEREOF

- i. To ensure continued services without any interruption, the Bid inviting authority reserves the right to fix more than one firm to fulfil the requirement among the qualified Bidders.
- be undertaken only with the lowest or most advantageous bidder under the following circumstances—

  (a) when ring prices have been quoted by the bidders for the subject matter of procurement; or
  - (b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- iii. The Bidders, who are declared as L-1 Service provider for any number of items quoted in the Bid, shall be required to execute necessary agreements and Performance security as specified in the Bid terms.
- iv. Secretary, Rajasthan Madarsa Board, Jaipur can take decision regarding dividing Quantities among more than one bidder at the time of award according to Rule 74 of RTPP Rules, 2013.

### 4. FALL CLAUSE

- i. The price charged for the <u>Services of Man With Machine at Rajasthan Madarsa Board, Jaipur</u> under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder <u>Services</u> <u>of Man With Machine</u> with identical description to any other persons during the period of the contract.
- ii. If any time, during the period of the contract, the Bidder reduces the <u>Services of Man With Machine</u> chargeable under the contract, he shall forth with notify such reduction of sale price to the Rajasthan Madarsa Board, , Jaipur and the price payable under the contract of the <u>Services of Man With Machine</u> after the date of coming into force of such reduction shall stand correspondingly reduced.
- iii. Man With Machine rejected by the purchasing officer or by his authorized person will have to be replaced by the Bidder at his own cost within the period specified. If however, due to exigencies of government work such replacement either in whole or in part is not considered feasible, the Secretary, Rajasthan Madarsa Board, Jaipur after giving opportunity to the Bidder of being heard, shall for recorded reasons, be free to recover / deduct a suitable amount corresponding to the cost of rejected supplies including any other losses from the payments or any other dues to be made to the supplier. His decision in this matter will be final. The defaulting supplier is liable to indemnify Secretary Rajasthan Madarsa Board, Jaipur without any protest or demur, for any losses to him on this account.
- iv. Legal proceeding if any arising out of the Bid shall have to be lodged in courts situated in Jaipur City only.
- v. The Departmental Committee can relax any of the terms and conditions of the Bid. In case of urgency the Terms & Conditions will be relaxed by the Secretary, Rajasthan Madarsa Board, Jaipur subject to subsequent confirmation by the Store Purchase Committee in accordance with RTPP Act, 2012 & RTPP Rules, 2013.

### 5. INSURANCE

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The bidder, if he so desires, may insure the Computer etc. against loss by theft, destruction or damage by fire, flood, exposure to weather or otherwise viz ( war rebellion, riot etc.). The insurance charges will be borne by the bidder and the state department will not be liable to pay or reimburse any such charges incurred by the bidder.

### 6. PAYMENTS

- i. Advance payment will not be made.
- ii. Unless otherwise agreed between the parties, payment for photo state work will be made on submission of bills in proper form by the Bidder up to the 10<sup>th</sup> of every month.
- iii. All remittance charges will be borne by the Bidder.
- 7. In the event of any dispute arising regarding the supplies, the decision of The Secretary, Rajasthan Madasra Board, Jaipur Government of Rajasthan shall be final and binding on both the parties.

### 8. Filling an appeal

If any Bidder is aggrieved that, any decision of the Procuring Entity is in contravention to the provision of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the first or second Appellate Authority, within a period of ten days from the date of such decision, clearly giving the specific ground on which he feels aggrieved.

Fee for first appeal shall be Rs. 2500 and for second appeal shall be Rs 10,000

First Appellate Authority- Chairperson ,Rajasthan Madarsa Board, Jaipur

(a) Second Appellate Authority- Principal Secretary, Department of Minority affairs, Govt. of Rajasthan Jaipur.

### 9. Validity of Bids

Bid shall be valid for a Period of 90 days from the date of opening of technical bid.

10. All the Provisions of RTPP Act 2012 and RTPP Rules 2013 will be applicable in this bid .

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# (ii) Special Conditions of Contract

वित्त (बजट) विभाग के परिपत्र संख्या 8/2009 क्रमांक प9 (1) वित्त-1(1) आ. व्यय/2004 दिनांक 28.07.2009 के बिन्दू संख्या 3 के सन्दर्भ में

- 1. अनुबन्ध आठ माह की अवधि के लिए होगा (01.07.2019 से 29.02.2020) एवं इस अवधि को पारस्परिक सहमति के आधार पर अधिकतम तीन माह तक बढ़ाया भी जा सकेगा।
- 2. इस विभाग में स्थापित किये जाने वाले सभी कम्प्युटर उपकरण बिन्दु संख्या 9 में वर्णित स्तर के अनुरूप होने चाहिए। निविदादाता द्वारा कम्प्युटर सेट की स्थापना के बाद उसका परीक्षण सक्षम कमेटी से कराके यह सुनिश्चित किया जाएगा कि कम्प्युटर सिस्टम अनुमोदित स्पेसीफिकेशन के अनुरूप है। जहां सिस्टम स्पेसीफिकेशन के अनुरूप नहीं पाया जाएगा उसे स्वीकार नहीं किया जायेगा।
- 3. उपकरण स्थापित करने के लिए स्थान एवं बिजली की फिटिंग की व्यवस्था तथा ऑपरेटर को बैठने की व्यवस्था विभाग द्वारा की जावेगी।
- 4. निविदाकार को प्रतिदिन कार्यालय समय में एवं आवश्यकता पड़ने पर कार्यालय समय के बाद भी कम्प्युटर सेवाएं जारी रखनी होगी। प्रिन्टर में प्रयुक्त होने वाला नया टोनर प्रथम बार निविदादाता द्वारा लगाया जावेगा।
- 5. ऑपरेटर को राजकीय अवकाश के दिन आवश्यकता होने पर पूर्व सूचना देकर बुलाकर कार्य कराया जा सकता है, जिसका अलग से कोई भुगतान देय नही होगा।
- 6. कम्प्युटर कार्य बन्द रहने पर चाहे वह ऑपरेटर की गैर हाजरी के कारण या किसी खराबी के कारण हो तो देय राशि में प्रतिदिन 200 / रूपये प्रति मशीन प्रतिदिन के हिसाब से राशि की कटौती की जावेगी।
- 7. कम्प्युटर सिस्टम सही तरीके से कार्यरत स्थित में संधारित रखने की पूर्ण जिम्मेदारी निविदादाता की होगी। इसके लिये किसी प्रकार का कोई अतिरिक्त भुगतान नही किया जावेगा। यदि मरम्मत आदि की आवश्यकता हो तो लिखित में सूचना देकर तत्काल मरम्मत कराने की जिम्मेदारी निविदादाता की होगी। यदि मरम्मत में एक दिवस से अधिक समय लगने की सम्भावना हो तो निविदादाता को तब तक अन्य कम्प्युटर सिस्टम लगाने की व्यवस्था करनी होगी अन्यथा इसे सेवा व्यवधान मानते हुए बिन्दू संख्या 6 के अनुसार कटौती की जायेगी।
- 8. यदि कम्प्युटर सिस्टम विभाग की संतुष्टि के अनुसार कार्य नहीं करता है तो निविदादाता द्वारा उसमें पाई जाने वाली किमयों को तत्काल दूर कराना होगा। सेवाओं में बार—बार व्यवधान आने अथवा असंतोषजनक सेवायें पाये जाने की स्थिति में 7 दिन का नोटिस देकर संविदा निरस्त की जा सकती है।

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9. Specification of package i,e computers (along with trained personnel) will be as under Man with Machine Specification

| SNO          | Particulars | Required   |
|--------------|-------------|--|
| A            | Computer    | i3/ core 2 Duo or higher 2.7 Ghz and higher speed having 64 bit, |
| 1000         |             | RAM 2/4GB, Hard disk 250 or more, 17" Monitor/TFT or             |
|              |             | Bigger, 10/100/1000 Mbps LAN Card, CD/DVD Writer,                |
| PERSON !     |             | Standard Keyboard, Optical Mouse, Standard Serial, parallel &    |
| 1.404.4      |             | USB ports, Windows 7 or Higher, Anti-Virus (Valid for 1 year)    |
|              |             | Preinstalled MS Office 2007/2010.                                |
| В            | Manpower    | The personnel should be graduate, should have knowledge to       |
| refinación ( |             | operate in Windows/Linux environment, good Knowledge/            |
|              |             | practice in MS office i. e. Word, Excel and power point and      |
|              |             | intimate operations and other office related computer operations |
| J. 60 C. F.  |             | and should have sufficient speed of typing in Hindi and English  |
|              |             | i e. 30 Character per Minute in Hindi and 40 Character per       |
|              |             | Minute in English.   |
| C            | Printer     | Printer - Black and White laser printer with speed 12 pm or      |
|              |             | more. Color Printer may be taken in lieu of laser print as per   |
|              |             | requirement .  |
| D            | UPS         | Online/ offline UPS for above Computer and printer with          |
|              |             | minimum 30 minutes battery backup as specification.              |

- 10. यदि उपकरण की चोरी या किसी प्रकार का नुकसान होता है तो उसकी जिम्मेदारी विभाग की नहीं होगी। अतः यदि निविदाकार चाहे तो उपकरणों का बीमा करवा सकता है।
- 11. कम्प्युटर सेवाओं के लिये किसी भी प्रकार का अग्रिम राशि का भुगतान विभाग द्वारा नहीं किया जावेगा।
- 12. बिलों का भुगतान मासिक आधार पर महीना समाप्ति के बाद संतोषप्रद रूप से कार्य सम्पन्न किये जाने पर किया जायेगा एवं वसूलियां यदि कोई हो तो उन्हें प्रभावित किया जावेगा।
- 13. समस्त विधिक कार्यवाही हेतू न्यायालय क्षेत्र जयपुर होगा ।
- 14. कम्प्युटर ऑपरेटर को जयपुर में कहीं भी किसी भी अधिकारी के पास अथवा किसी भी अनुभाग में लगाया जा सकता है। कम्प्युटर ऑपरेटर को सुबह 9.30 बजे से सांय 6.00 बजे तक कार्यालय में उपस्थित रहकर कार्य करना होगा। कम्प्युटर ऑपरेटर्स की फुलटाईम उपस्थिति एवं समय की पाबन्दी हेतु निविदाकार स्वयं अथवा उनका अधिकृत प्रतिनिधी द्वारा सुनिष्चित की जावेगी। विलम्ब से आने एवं जल्दी जाने की स्थिति में बिन्दु संख्या 6 के अनुसार कटौति की जावेगी।
- 15. यदि कम्प्युटर ऑपरेटर बदलना पडे तो सर्वप्रथम नये कम्प्युटर ऑपरेटर के बॉयोडेटा उपलब्ध कराने हुये विभाग से अनुमित मिलने पर ही बदला जा सकेगा।
- 16. असफल निविदादाताओं को अमानत राशि निविदा के अन्तिम रूप से स्वीकार्य होने पर लौटा दी जावेगी।







- 17. विभाग द्वारा निविदादाता को अलग से किसी भी प्रकार का सेवाकर देय नही होगा।
- 18. निविदा फार्म अधिकृत / रिजस्टर ऐजन्सी को ही देय होगा।
- 19. निम्न स्थिति में अमानत राशि जप्त कर ली जावेगी।
  - अ. यदि निविदाकार निविदा स्वीकार होने से पूर्व, निविदा खुलने के पश्चात अपने प्रस्ताव में किसी प्रकार का कोई बदलाव करता है।
- ब. यदि निविदाकार निर्धारित अवधि में अनुबन्ध करने में असफल रहता है।
  - सं. यदि दर अनुमोदन के बाद भी निविदाकार प्रतिभूति राषि जमा कराने में असफल रहता है।

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- अ. सफल निविदादाता को अनुमोदन की सूचना प्राप्त होने की तिथि से 7 दिवस में निर्धारित प्रारूप में अनुबन्ध करना होगा तथा संविदा की 5 प्रतिशत राशि प्रतिभूति के रूप से जमा करानी होगी।
  - ब. निविदा के साथ जमा कराई गई अमानत राशि को प्रतिभूति राषि में समायोजित कर ली जावेगी।
  - स. प्रतिभूति राशि पर विभाग द्वारा कोई ब्याज नहीं दिया जावेगा। प्रतिभूति राशि नगद/बैंक ड्राफ्ट/बैंकर्स चैक/चालान इत्यादि में से किसी एक के रूप में जमा कराई जा सकती है।
  - द. सफल निविदादाता की प्रतिभूति राशि संविदा सन्तोषप्रद ढंग से सम्पादित होने के बाद एवं किसी प्रकार का कोई बकाया नहीं होने पर लौटा दी जावेगी।
- यदि निविदादाता द्वारा संविदा की कोई भी शर्त का उल्लघंन करता है, तो प्रतिभूति राशि जब्त की जा सकती है।
  - 21. कम्प्यूटर ऑपरेटर मैन विद मशीन अनुबंध पर रखते से पूर्व निविदादाता को यह सूचित किया जाता है कि उक्त फर्म प्लेस्टमेंट एजेन्सीज से रजिस्टर्ड होने की दशा में ही कम्प्यूटर ऑपरेटरों मैन विद मशीन का टेन्डर फार्म भर सकता है।
    - 22. प्लेसमेंट ऐजेन्सी का ही टेण्डर फार्म मान्य होगा।

The Bidder should essentially attached the following attachments / certificates for the items Bided along with the Bid document here after called "Part - I".





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- (1) Proof of Bidding document Cost 500/- paid in favour of Secretary Rajasthan Madarsa Board, Jaipur. (Please enclose this document at Page no. 21)
- (2) Proof of Bid Security Paid @2% of estimated cost in favour of Secretary Rajasthan Madarsa Board, Jaipur.

  (Please enclose this document at Page no. 24)
- (3) Sales Tax / VAT clearance certificate up to June 2017 and GST March 2019 in Format 'B' (Please enclose this document as Page no. 25)

### Note:

- a. Attested copies of documents must be submitted of the above documents otherwise will not be considered valid and shall render the proposal to be rejected.
- b. The Bidder will be liable for outright rejection if any rates / discounts / special offers are made/disclosed in the Technical Bid.

### 2. Submission of Financial Bid

The Bid form duly filled as per Format 'B' (Financial bid) giving the rates for various items in individual should be submitted separately as Part - II here after called. "Financial Bid".

(1) Bid cost, Processing Fees and Bid Security by way of DD/Banker cheque (page 24) must be submitted separately prior to the date of opening of the Bid.

### (2) BID SECURITY

The Bid Security shall be 2% of the estimated value. In lieu of the Bid Security, a Bid-Security declaration shall be taken from Undertakings and Corporations Autonomous bodies, registered societies, co-operating societies which are owned or controlled or managed by of GoI &GoR. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. The Bid submitted without sufficient Bid Security will be summarily rejected. The Bid Security will be forfeited, if the Bidder withdraws its Bid during Bid validity period or in the case of a successful Bidder, if the Bidder fails within specified time to sign the contract agreement or fails to furnish the Performance security.

i. The Bid Security must be submitted in favour of Secretary Rajasthan Madarsa Board, Jaipur in any of the following forms:-

Demand draft or Bankers cheque of a scheduled branch The Bid Security will be refunded to the Bidders in due course.

ii. It may also be noted that the department does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/ late supply will not be entertained.

### (3) RATES

Rates and necessary particulars should incorporate net rates only. Separate free goods or cash discounts should not be offered. Rate must be valid for the entire period of the Bid and must be offered conforming to the following:-

- i. Rates shall be inclusive of all taxes and levis etc.
- ii. Other statutory increase or decrease shall be agreed upon mutually between Secretary Rajasthan Madarsa Board, Jaipur.and Bidder and revised rates shall be applicable on order received by the contractor on or subsequent to the date of such increase / decrease in government duty.
- iii. The rates must be written both in words and figures.

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### (4) PERFORMANCE SECURITY

All firms whose offers are accepted will have to deposit a Performance security equal to 5% (five percent) of the total value of Bid. The Bid Security will be given in one of the following forms only.

- a. Bank Draft or Banker Cheque of a scheduled bank in favour of Secretary Rajasthan Madarsa Board, Jaipur.
- b. National Saving Certificates and any other script/ instrument under National Saving 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 Bid and formally transferred in the name of procuring entity at the time of submission of Agreement.
- c. Bank guarantee/s of a scheduled bank.
- d. FDR of scheduled bank which should be in the name of procuring entity on account of bidder and discharged by the bidder in advance. In this regard the provisions of rule 75(4) of RTPP Rules, 2013 will be applicable.

Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper (Rs. 500/-) of Requisite Stamp. in the prescribed form with the Secretary Rajasthan Madarsa Board, Jaipur and deposit security for the performance of the contract within 7 days from the date on which the acceptance of the Bid under registered cover, is communicated to him.

The security will be refunded after a period of six months from the date of completion of all contractual obligations including guarantee/warranty, whichever is later. No interest will be paid by the department on the Performance security.

In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of Performance security shall be liable for forfeiture in full or part by The Secretary Rajasthan Madarsa Board, Jaipur and decision of The Secretary Rajasthan Madarsa Board, Jaipur shall be final. If a Bidder fails to deposit the security or to execute the agreement within the period specified, it will be treated as a breach of the terms and conditions of Bid and will result in forfeiture of Bid Security besides any other action for this default with respect to RTPP Act, 2012 & RTPP Rules, 2013.

The expenses of completing and stamping the agreement shall be paid by the Bidder who shall furnish to the Secretary Rajasthan Madarsa Board, Jaipur, one executed stamped counter part (Man With Machine) of the agreement will be given to bidder free of charge.

NOTE:-Undertakings, Corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or Managed by GOI/GOR, need not to furnish amount of Performance security. They would be required to submit a declaration in lieu of performance security.

Firms registered with the Director of Industries, Rajasthan, Jaipur as SSI unit shall furnish the amount of Performance security @1% of the estimated cost of the items quoted in the Bid.

It is to be noted that earlier years Bid Security/Performance security, even if lying in this department, shall not be considered towards this contract and therefore Bid Security /Performance security should be furnished afresh.

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### 3. SUPPLY ORDERS

i. The Bidder / approved bidder shall not assign or sublet his contract or any part thereof to any other agency, Subletting or assigning contract to third party is prohibited. In event of Bidder violating this condition , the Secretary Rajasthan Madarsa Board, Jaipur.shall be at liberty to place the contract elsewhere on the risk and cost of Bidder. The Bidder shall be liable for any loss or damage, which Government may sustain in consequence arising out of such replacement of contract.

1/ We have read the above terms and conditions and I/ we agree to abide by the same

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(iii) Contract Forms

### Agreement

| (to be executed on a non judicial stamp of Rs.500/- if the bidder is declared successful)  |
|--|
| An agreement made this   |
| <ul> <li>.NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:</li> <li>1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.</li> <li>1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:</li> </ul> |
| <ul><li>(a) The Procuring Entity's Notification to the Supplier of Award of Contract;</li><li>(b) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;</li></ul>  |
| <ul> <li>(c) The Special Conditions of Contract;</li> <li>(d) The General Conditions of Contract;</li> <li>(e) The Schedule of Supply;</li> <li>(f) Instructions to Bidders;</li> <li>(g) The Notice Inviting Bids;</li> </ul>   |
| In the event of any discrepancy or inconsistency within the Contract documents, the Documents shall prevail in the order listed above.   |
|  |

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Signature of Bidder (with seal)

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Or he

Bidder should enclose his Proof of Bidding
Document Cost Two Hundred Rupees at this
Page, Page no. 24 (Copy of Demand Draft)

Bidder should enclose his Proof of Bid Security at this Page, Page no. 24(Copy of Demand Draft)

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Format 'A'

# Sales Tax / VAT/GST Clearance Certificate

| TCC Number:                             | Date:                                    |
|---|--|
| This is certified that M/s              |  |
| (Fi                                     | rm name with official address)           |
| Registration No. (TIN)                  | has no tax liability                     |
| outstanding and above has paid sale/vat | tax upto the month of June, 2017 and GST |
| upto March 2019.                        |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   | Signature                                |
|   | Name:                                    |
|   | Designation:                             |
|   | Location:                                |
|   |  |

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