

# Rajasthan Madarsa Board ,Jaipur



**e-Bid Notice no. 04/2023-24**

**Request for Proposal (RFP)**

for

**Supply and Installation of Computer , Printer and UPS in  
registered Madarsas across Rajasthan**

**( e-procurement - Single Stage, Two-envelope open  
competitive Bid)**

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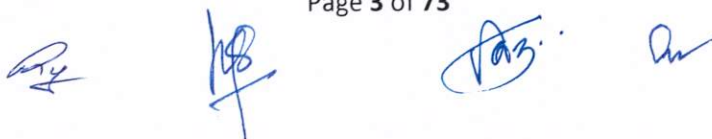
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**Section-I**  
**BIDDER DETAIL FORM .**

e-Bid Notice No. 04/2023-24

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. If Applicable	
		Signature of the Bidder with Seal (Name: ----- (Designation -----









## Section-II

### ABBREVIATIONS & DEFINITIONS



<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorized Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM / BoQ</b>	Bill of Material / Bill of Quantity
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall start from the date of Issue of Work Order to completion of maintenance & implementation support services.
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DCE</b>	The Department of College Education, Government of Rajasthan
<b>DeitY, GoI</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>GST</b>	Goods and Services Tax
<b>ICT</b>	Information and Communication Technology.




<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organization for Standardization
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>MAF</b>	Manufacturer's Authorization Form
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit

<b>Procuring Entity/ Tendering Authority/ Procuring Entity</b>	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 buyer. RISL in this RFP document.
<b>RajSWAN/ RSWAN</b>	Rajasthan State wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>RMB</b>	Rajasthan Madarsa Board
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>Services</b>	Any subject matter of procurement other than goods or works and includes professional, intellectual service related to Maintenance and Implementation support service for Online Application as given in Scope of Work of the RFP document by the procuring entity and does not include appointment of any person made by any procuring entity classified or declared as such by a procuring entity
<b>SLA</b>	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.
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>
<b>STQC</b>	Standardization Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>WO/ PO</b>	Work Order/ Purchase Order

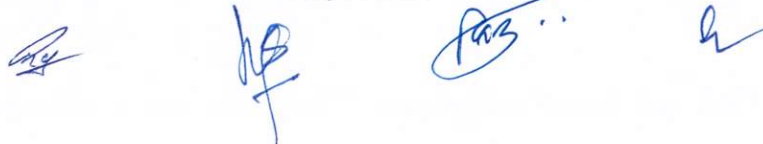




**Section-III**  
**NOTICE INVITING BIDS (NIB)**

**e-Bid Notice No. 04/2023-24**

<b>Name &amp; Address of the Procuring Entity</b>	<b>Name:</b> Secretary Rajasthan Madarsa Board <b>Address</b> Shiksha Sankul, J.L.N Marg Jaipur., Rajasthan
<b>Subject Matter of Procurement</b>	Request for Proposal (RFP) for Supply and Installation of Computer , Printer and UPS in registered Madarsas across Rajasthan
<b>Bid Procedure</b>	Single stage: Two part (envelope) open competitive bid procedure
<b>Bidding document fee</b>	Rs. 2,500/- (Rupees Two Thousand five hundred Only) (Non-Refundable) in favor of "Rajasthan Madarsa Board" payable at Jaipur, ”.
<b>RISL Processing Fee</b>	Rs. 2,000/- (Rupees One Thousand only) (Non-Refundable) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.
<b>Websites for downloading Bidding Document, Corrigendum’s, Addendums etc.</b>	<b>Websites:</b> <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> , <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a> , <a href="https://minority.rajasthan.gov.in/Madarsaboard/">https://minority.rajasthan.gov.in/Madarsaboard/</a>
<b>Period of Sale of Bidding Document</b>	<b>Start Date:</b> 11/07/2023 at 05:00 PM
<b>Estimated Procurement Cost</b>	<b>INR 1,83,52,000 (INR one crore eigthy three lakhs fifty two thousand)</b>
<b>Bid Security and Mode of Payment</b>	<b>Amount (INR):</b> 2% of the estimated procurement cost, i.e Rs. 3,67,000 (0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction) <b>Mode of Payment: Banker Cheque or Demand Draft</b> (Refundable) in favor of "Rajasthan Madarsa Board" payable at Jaipur,
<b>Date &amp; Time / place of Pre-bid Meeting</b>	<b>Date:</b> 18/07/2023 <b>Time:</b> 12:30 PM <b>Place:</b> Meeting Hall ,Rajasthan Madarsa Board, Shiksha Sankul, J.L.N Marg
<b>Deadline for the submission of Bids</b>	<b>Manner:</b> Online at <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> <b>Last Date :-</b> 31/07/2023 at 03:00 PM
<b>Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<b>End Date:-</b> 31/07/2023 at 01:00 PM -To Secretary Rajasthan Madarsa Board, Shiksha Sankul, J.L.N Marg
<b>Date/ Time/ Place</b>	<b>Date:</b> 31/07/2023 <b>Time:</b> 05:00 PM






<b>of Technical Bid Opening</b>	<b>Place: Rajasthan Madarsa Board, Shiksha Sankul, J.L.N Marg Jaipur.</b>
<b>Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	90 days from the bid submission date.

2. 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/)
3. **Scope of Bid :-** Rajasthan Madarsa Board intends to enter into a Contract for Supply, Installation, Integration and Commissioning of Computer System (Desktop) , UPS and Printer as per specifications provided in the bidding document at registered Madarsa's across state of Rajasthan. as per list provided. "Annexure -1".
4. **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).
5. Before electronically submitting the Bid, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
6. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-Bidding process.
7. 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.
8. 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.
9. **Key Notes:-**
  - a) No conditional or partial or incomplete bid shall be accepted.
  - b) 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 the online bid opening.
  - c) 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.

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

### 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.

1. **Scope of Bid :-** Rajasthan Madarsa Board intends to enter into a Contract for Supply, Installation, Integration and Commissioning of Computer System (Desktop) , UPS and Printer as per specifications provided in the bidding document at registered Madarsa's across state of Rajasthan. as per list provided. “Annexure –1”.

2. **Compliance with RTPP ACT& Rules – Code of Integrity and Conflict of Interest:-**

Bidder to ensure compliance with RTPP ACT & Rules, primarily following-

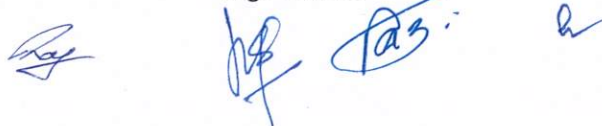
- a. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.
- b. ii) A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.
- c. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.

3. **Eligible Bidder :-**

- a. A Bidder may be a natural person, private entity, government-owned entity.
- b. 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.
- c. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.
- d. A Bidder should not have a conflict of interest in the procurement.
- e. Joint Ventures and Consortium shall not be allowed.
- f. Each Bidder shall submit only one Bid. Multiple bids submitted by a bidder shall be summarily rejected.

4. **Contents of Bidding Document :-**

- a. 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.
- b. 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.

- c. 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 (<https://sppp.rajasthan.gov.in/>) e- Procurement Portal (<https://eproc.rajasthan.gov.in/>) or Procuring Entity's website [www.minority.rajasthan.gov.in/Madarsaboard/](http://www.minority.rajasthan.gov.in/Madarsaboard/)

**5. Clarification on Bid Documents :-**

- a. The Bidder shall be deemed to have carefully examined the conditions, specifications of the item to be supplied.
- b. 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.
- c. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the procuring entity's email address [rajmadarsaboard@rajasthan.gov.in](mailto:rajmadarsaboard@rajasthan.gov.in), [rajmadarsaboard@gmail.com](mailto:rajmadarsaboard@gmail.com) or by post.
- d. The Procuring Entity will respond in writing to any request for clarifications within 04 (four) days, provided that such request is received not later than seven (07) days before deadline for submission of Bids.

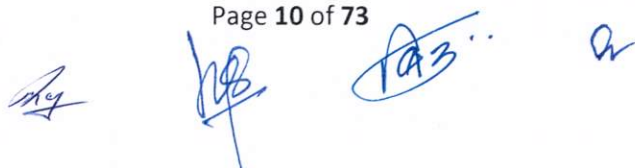
**6. Pre-Bid Conference :-** a) The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on date and time mentioned . The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. Bidders shall submit their queries in the format provided in Bid Document.

b) Minutes of the Pre-Bid Conference, including 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.

c) 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 (*part of bidding document*) and not through the minutes of the Pre-Bid Conference.

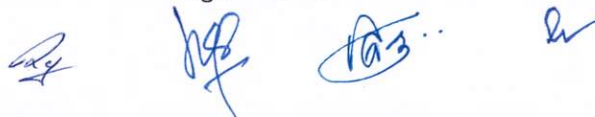
**7. Changes to Bidding Document :-**

- a. At any time, prior to the deadline for submission of bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d. Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity.





- e. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.
8. **Bid Prices** :- Bid prices quoted should include all taxes, costs associated with Packing and Documents ,Insurance ,Transportation, Installation, Training and Commissioning as required for delivery to Location of Supplies as specified in Schedule of Supply.
9. **Currency of Bids** :- The currency for the Bid will be Indian Rupees up to two decimal places.
10. **Language of Bid** :- The language for all correspondence and documents would be either inEnglish or Hindi or both.
11. **Documents Establishing the Qualifications of the Bidder** :- 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.
12. **Validity Period of Bid** :- Bids shall remain valid for the 90 days from the Bid submission deadline date as specified in Bid Document . A Bid valid for a shorter period shall be rejected by the Procuring Entity as **non-responsive Bid**. Extension of validity and corresponding extension of Bid Security would be as per Rule 48 (2) and 48 (3) of RTPP Rules .
13. **Bid Security** :- Bid Security amount will be @ 2 percent Rs. 3,67,000/- Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan from time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules. For obtaining benefit of lower value of Bid security like for MSME/SSI or Sick Industries. Bidder(s) to submit relevant document along with Bid. As per Rule 42 (2) of RTPP Rule the amount of Bid Security is - In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. 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.
- In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
  - Proof of Bid security instrument or cash receipt of bid security or a bid securing declaration submitted shall necessarily uploaded with technical bid.
  - Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids.
  - The bid security may be given in the form of a banker's cheque or demand draft of a scheduled bank.
  - The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
  - The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
    - when the bidder withdraws or modifies its bid after opening of bids;
    - when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
    - when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
    - the bidder does not deposit the performance security within when specified period after the supply/ work order is placed; and





- v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- g. No interest shall be payable on the bid security.
- h. The latest instructions issued by Government of Rajasthan shall be applicable on Bid security and Bid security declaration

**14. Format and Signing of Bid :-**

- a. The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/ type of file specified in **Evaluation and Qualification criteria**. *All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed.*
- b. 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.
- c. Two stage Two cover system shall be followed for the online Bid:-
  - I. Technical Bid, including fee details, eligibility & technical documents
  - II. Financial Bid.
- d. The technical bid shall consist of the following documents:

S.No	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Proof of submission (PDF)
3.	Bid Security	Proof of submission (PDF)
<b>Eligibility Documents</b>		
4.	Documents required for Preliminary Qualification. Preliminary Qualification	As per Section V
5.	Bidder's Authorization Certificate along with copy of PoA/Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
<b>Technical Documents</b>		
6.	Self-Declaration by Bidders	As per Annexure-5(PDF)
7.	Manufacturer's Authorization Form (MAF)	As per Annexure-6 (PDF)
8.	Undertaking on Authenticity of Computer Hardware items to be procured	As per Annexure-7 (PDF)
9.	Components Offered + Technical specifications compliance sheet for all items only on OEM Letter	As per Annexure-8 (PDF)

	Head	
10.	Annual Turnover Certificate along with copy of Audited Accounts	As per Annexure-13 (PDF)
11.	Affidavit regarding compliance to terms & condition of bid	As per Annexure-14 (PDF)
12.	Technical undertaking	As per Annexure-15 (PDF)
13.	Financial undertaking	As per Annexure-16 (PDF)

**II. Financial bid shall include the following document:-**

S.No	Documents Type	Document Format
1.	Financial Bid – Format As per Annexure-17	As per BoQ (.XLS) format available on e-Procurement portal

**15. Deadline for submission of Bids :-**

- Bids shall be received online at e-Procurement portal and upto the time and date specified in the NIB.
- Normally , the date of submission and opening of Bids would not be extended. In exceptional circumstances , the time with the prospective bidders for preparation of Bids appear insufficient , the date may be extended by the procuring entity . It would be ensured that after issue of corrigendum /addendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document .

**16. Withdrawal, Substitution and Modification of Bids :-**

- If permitted on e –Procurement portal , a Bidder may withdraw its Bid or resubmit its Bid ( technical and / or financial cover ) as per the instructions /procedure mentioned at e-Procurement website under the section " Bidder's Manual Kit ".
- Bids withdrawal shall not be opened and processed further.

**17. Late Bids :-** The person authorized to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids. Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as “Late” and returned unopened to the bidder by registered post.

**18. Opening of Bids :-**

- The bids shall be opened by the bids opening committee in the presence of the bidders or their authorized representatives who choose to be present.
- All the documents comprising of technical Bid/cover shall be opened & downloaded from the e- Procurement website ( only for the bidders who have submitted the prescribed fee to Procuring entity.
- The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima –facie responsiveness and ensure that the :-



- bid is accompanied by bidding document, bidding document fee, bid security or bid security declaration and processing fee ( if applicable )
- bid is valid for the period , specified in the bidding document.
- bid is unconditional and the bidder has agreed to give the required performance security. and
- Other conditions , as specified in the bidding document are fulfilled.
- -Any other information which committee may consider appropriate .

**19. Clarification of Bids :-**

- a) To assist in the examination, evaluation, comparison and qualification of bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its bid. The committee's request for clarification and the response of the bidder shall be in writing.
- b) Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

**20. Selection Method :-**The bidder who has offered lowest cost in total as mentioned in financial bid , shall be declared as Lowest /L1 bidder.

**21. Evaluation & Tabulation of Technical Bids :-**

**I Determination of Responsiveness**

The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of prequalification/eligibility criteria of the bidding document.

**II** Prior to opening of the technical bid, pursuant to NIB the procuring Entity will determine that the bidder has submitted Bid form Cost, RISL FEE and BID SECURITY within the time as stated in the NIB

**III** A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:

- a. "deviation" is a departure from the requirements specified in the bidding document;
- b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**IV** A material deviation, reservation or omission is one that, if accepted, shall:-

- d. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
- e. limits in any substantial way, inconsistent with bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or

**22. Non- material Non –conformities in Bids :-**

- a. 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.
- b. 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.
- c. 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 (2).

**23. Technical Evaluation Criteria :-** Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all documents asked in the clause " Format and signing of Bids ".

The Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents . For purposes of these clauses, a substantially responsive bid is one , which conforms to all the Technical Qualifications and terms and conditions, which stated in technical specifications , and qualifications criteria.No bid will be considered if the complete requirements covered in the schedule are not included in the bid.

**24. Evaluation of Financial Bid :-**

- a. 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.
- b. The Procuring Entity will evaluate and compare the bids , which have been determined to be substantially responsive .
- c. As per evaluation and comparison of bids in BOQ lowest bid in total amount of all three item (Desktop Computer, Laser Printer, UPS) shall be awarded as successful bidder.
- d. Conditional Bids are liable to be rejected.

**25. Correction of Arthmetic errors in the financial Bid :-** The Bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis namely:-

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.



**26. Negotiations :-**

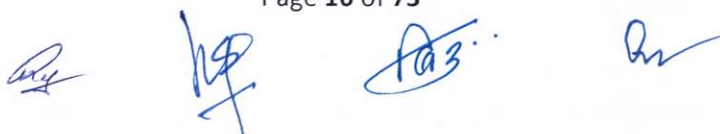
- a. Negotiations may , however be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- b. The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings .
- c. The Lowest 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.

**27. Exclusion of Bids/ Disqualification :-**

- a. A procuring entity shall exclude/ disqualify a bid, if: -
  - I. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - II. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - III. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - IV. the bid materially departs from the requirements specified in the bidding document or it contains false information;
  - V. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - VI. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b. A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c. Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be: -
  - I. communicated to the concerned bidder in writing;
  - II. published on the State Public Procurement Portal, if applicable.

**28. Acceptance of the successful Bid and award of contract :-**

- a. 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 Bid.
- b. Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision.
- c. Before award of the contract , the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d. 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 .





- e. 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.
- f. 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.

**29. Procuring Entity's right to accept or reject any Bid and increase or decrease the quantity of items :-** 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.

**30. Right to vary quantity :-**

- a) At the time of award of contract, the quantity of goods, originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - i. 50% of the quantity of the individual; and
  - ii. 50% of the value of goods or services of the original contract.

**31. Performance Security :-**

**A.** Prior to execution of agreement, performance security shall be solicited from all successful bidders except :-

- a. Departments/Board of the State Government or Central Government .
- b. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013.
- c. Company owned or controlled, directly or indirectly , by the Central Government or by the State Government or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor –General of India under sub section (5) or (7) of section 139 of the Companies Act 2013
- d. Autonomous bodies, Registered Societies , Cooperative Societies which are owned or controlled or managed by Central Government or by State Government the managed by the State Government and undertakings of the.



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.

- B.** Performance Security shall be 5% of the amount order value. In case of Small Scale Industries of Rajasthan it Shall be 1 % 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 2% of value of order.
- C.** Performance security shall be furnished in any one of the following forms :-
- I. Deposit through e-GRAS;
  - II. Bank Draft or Banker's Cheque of a scheduled bank;
  - III. 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;
  - IV. 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 RTPP Rule for bid-security;
  - V. 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 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.

**D. 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 judgment 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.

**32. Additional Performance Security** In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement.

The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee. For the purpose of this rule.

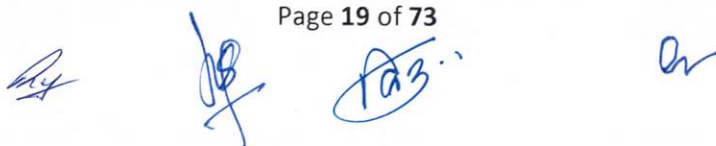
- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c) Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.
- d) The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

**33. Execution of Contract :-**

- a. A procurement contract shall come into force from the date on which the agreement is signed.
- b. The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c. If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**34. Confidentiality :-** a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

- a. impede enforcement of any law;
- b. affect the security or strategic interests of India;
- c. affect the intellectual property rights or legitimate commercial interests of bidders;
- d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.





b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

**35. Cancellation of procurement process :-**

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

a. at any time prior to the acceptance of the successful Bid; or

b. after the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the procuring entity may: - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into; b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

**36. Code of integrity for Bidders :-**

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

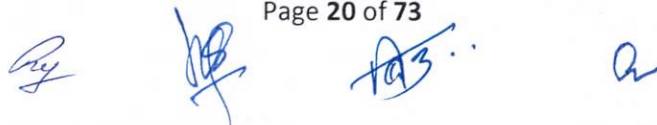
b) The code of integrity includes provisions for: -

**I. Prohibiting**

a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

II. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;





- III. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - IV. 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;
  - V. any obstruction of any investigation or audit of a procurement process;
  - VI. disclosure of conflict of interest;
  - VII. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- i. exclusion of the bidder from the procurement process;
  - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - iii. forfeiture or encashment of any other security or bond relating to the procurement;
  - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

**37. Interference with Procurement Process :-**

A bidder, who: -

- a. withdraws from the procurement process after opening of financial bids;
- b. withdraws from the procurement process after being declared the successful bidder;
- c. fails to enter into procurement contract after being declared the successful bidder;
- d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

**38. Appeals :-**

- a. Subject to "Appeal not to lie in certain cases" below, 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 guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 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:

- I. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
- II. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c. If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e. The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Joint Secretary, Department of minority Affairs and Waqf GoR and Second Appellate Authority: Secretary, Department of Minority Affairs and Waqf GoR.
- f. Form of Appeal:**
  - I. Every appeal under (a) and (c) above shall be as per Annexure-11 along with as many copies as there are respondents in the appeal.
  - II. 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.
  - III. 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.
- g. Fee for Appeal: Fee for filing appeal:**
  - I. 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.
  - II. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h. Procedure for disposal of appeal:**
  - I. 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.
  - II. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
    1. hear all the parties to appeal present before him; and



2. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- III. 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.
- IV. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.
- 40. Stay of procurement proceedings :-** While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
- 41. Vexatious Appeals & Complaints :-** Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
- 42. Offences by Firms/ Companies :-**
- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:  
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- a. For the purpose of this section-**
- I. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
- II. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

- b. Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

**43. Debarment from Bidding :-**

- a. A bidder shall be debarred by the State Government if he has been convicted of an offence
- I. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- II. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c. If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.



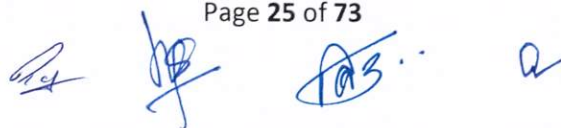


## Section V

### Qualification/Eligibility Criteria

1. A bidder (Manufacturer, Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/eligibility criteria.

S.No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p><b>Legal Entity</b></p> <p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder )</p> <p style="text-align: center;">or</p> <p>A company registered under Indian Companies Act,1956</p> <p style="text-align: center;">or</p> <p>A partnership firm registered under Indian Partnership Act, 1932</p> <p>Note:-</p> <p>The bidders belonging to or with beneficial ownership from counters sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan. The prospective bidders must go through and comply with the Notification dated 01.01.2021, issued by Finance Department, in this regard, before submitting their duly filled bids.</p>	Copy of Valid Registration Certificates OR Copy of Certificates of Incorporation OR relevant documents
2)	Financial Turnover	Average Annual Turnover of the bidder during last Four financial years 2019-20, 2020-21, 2021-22 and 2022-23 should be at least equal to 50% of estimated Bid Amount. i.e. Rs. 92,00,000/- from supply and Installation of IT Equipment's (as per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Seal
3)	Financial Net worth	The net worth of the bidder as per the last published balance sheet on 31-03-2021 or 31-03-2022 should be Positive.	CA Certificate with CA's Registration Number/ Seal
4)	Technical	The bidder must have experience of successful Supply, Installation & Maintenance of amount at least Rs. 70.00	Copies of Supply/work/purc



	Capability	lakhs (One third of Estimated bid amount) in single work order/purchase order to any Govt Department / Public Sector Undertaking / Autonomous Bodies regarding Desktop Computer / Laptop / Printer/UPS of single item or items together in any one of the last four financial years 2019-20, 2020-21, 2021-22 and 2022-23.	has order + work completion certificate Project Go-Live/Commissioning Certificate.
5)	Tax registration certificate PAN/GSTN no	The bidder should submit copy of: 1) Certificate on Tax clearance by appropriate competent authority up to 31.03.2023 2) GST registration certificate 3) Income Tax/ PAN Number	Relevant document
6)	Certification	The bidder must possess a valid certifications as per technical specification of items mentioned in Annexure-3	Copy of a valid certificate
7)	Undertaking	A Self Certified letter as per Annexure-5	Self Declaration
8)	Compliance of Technical Specification	A certified letter as per Annexure-3	Compliance sheet
9)	OEM MAF required from Authored from Authorized distributor	MAF of OEMs shall be submitted by the bidder as per Annexure - 6	Valid Ink signed certificate/ Valid Digitally Signed (Digital Signature)/Valid signed scan copy of MAF
10	Other Annexures and undertaking	Bidder shall upload all annexures duly signed by authorized signatory as per Section VIII	

1. In addition to the provisions regarding the qualifications of the bidders as set out in above
  - A. The Procuring entity shall disqualify a bidder as per the provisions under" Clause: Exclusion/Disqualification of ITB.
  - B. The procuring entity may require from the bidder, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
  - C. In addition to above, the bidder must meet the specification of the product and other criteria as set out in the bidding document and as per requirement for supply of the subject matter.



## Section VI

### **GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

Bidders should read these conditions carefully and comply strictly while sending their bids.

#### **1. Definitions :-**

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

- a) "Contract" means the Agreement entered into between the Procuring Entity and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Procuring Entity under the Contract.
- h) "Procuring Entity" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement and includes the legal successors or permitted assigns of the successful/selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the services to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the bid and signing the contract refer the same to the procuring entity and get clarifications.



## **2. Contract Documents :-**

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

## **3. Interpretation :-**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Procuring Entity and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **4. Notices :-**


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

## **44. Governing Law :-**

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/the Country (India), unless otherwise specified in the contract.

## **45. Scope of Supply :-**

- a. Subject to the provisions in the bidding document and contract, the services to be supplied shall be as specified in the bidding document.
- b. Unless otherwise stipulated in the Contract, the scope of supply shall include all services not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the services as if such items were expressly mentioned in the Contract.
- c. The bidder shall not quote and supply hardware/software that is likely to be declared as End of Sale in next 6 months and End of Service /Support for a period of 5 years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/software. If any of the hardware/software is found to be End of Sale /Service /Support, then the bidder shall replace all such hardware/software with latest ones having equivalent or higher specifications without any financial obligations to the Procuring Entity.





- d) Delivery & Installation:- The time specified for delivery and other activities as mentioned in the section titled "Payment Terms & Schedule", Shall be deemed to be the essence of the contract and the Service Provider shall arrange supplies and provide the required services within the specified period.
- e) It should be noted that any extension/ delay in the delivery period shall attract Liquidated Damages (LD) to the Service Provider as per the details mentioned in subsequent sections of this bidding document.

**46. Supplier's/ Selected Bidder's Responsibilities :-**

The Supplier/ Selected Bidder shall supply all the services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

**47. Procuring Entity's Responsibilities :-**

- a. Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

**48. Contract Price :-**

- a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b. Prices charged by the Supplier/ Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

**49. Recoveries from Supplier/ Selected Bidder :-**

- a. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b. The Purchase Officer shall withhold amount to the extent of short supply unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RMB.
- c. The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

**50. Taxes & Duties :-**

- a. The TDS, GST, Service Tax etc., if applicable, shall be deducted at source/ paid by RMB as per prevailing rates.
- b. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Procuring Entity shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**51. Copyright :-**

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Procuring Entity by the Supplier/ Selected Bidder herein shall remain vested in the RMB, or, if they are furnished to the Procuring Entity directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.



**52. Confidential Information :-**

- a. The Procuring Entity and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The Procuring Entity shall not use such documents, data, and other information received from the Supplier/Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Procuring Entity or Supplier/ Selected Bidder need to share with RMB or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
  - v. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the contract in respect of the supply or any part thereof.
  - vi. The provision of this clause shall survive completion or termination, for whatever reason, of the contract.

**53. Subcontracting:-**

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Procuring Entity.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract

**54. Specifications and standards :-** All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description.

- a) The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.



- iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.
- 55. Hardware Installation :-** The supplier is responsible for all unpacking, assemblies, wiring, installation, cabling between hardware units and connecting to power supplies. The supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.
- 56. Technical Documentation :-** The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of documentation should be English/hindi.
- 57. Packing and Documents :-**
- a) The Supplier/Selected Bidder Shall provide such packing of the good as is required to prevent their damage of deterioration during transit to their final destination, as indicated in the contract. During transit, the Packing shall be sufficient to withstand, without limitation. Rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration. Where appropriate, the remoteness of the final destination of the goods and the absence of heavy handling facilities all points in transit.
- b) The packing marking and documentation within and outside the item shall comply strictly with such special requirements shall be exactly provided for in the contract, including additional requirements, if any specified in contract, and in any other instruction ordered by procuring entity.
- 58. Insurance :-**
- a) The goods will be delivered at the destination godown in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred. Copy of insurance shall be provided to procuring entity.
- b) The goods will be delivered at the FOR destination in perfect condition.
- 59. Transportation:-** The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the



bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

**60. Inspection :-**

- a) The Purchase Officer or authorized committee or representative may at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials the ordered material is received and inspect for their compliance to the requirements mentioned in the bidding document/ work order.

**61. Warranty:-**

- a) The bidder must supply all items with comprehensive on-site warranty valid as defined in BOM (Annexure-2) of the RFP, after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of delivery, the bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least 90 days.

**62. Rejection:-**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of Department, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

**63. Extension in Delivery Period and Liquidated Damages (LD)**



- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.
- i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorate progress in the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommends the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
    1. When delay has occurred due to delay in supply of drawings, designs, plans etc. if RMB was required to supply them to the supplier of service provider as per terms of the contract.
    2. When delay has occurred in supply of service etc. if these were required to be supplied to the supplier or service provider by the RMB as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with



respect to undelivered goods and/ or service.



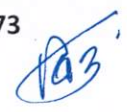

- vi. If RMB is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ selected bidder has failed to supply:

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery and completion of work	10.0 %

- vii. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- viii. The maximum amount of liquidated damages shall be 10% of the contract value.
- ix. \*The percentage refers to the payment due for the associated goods.

#### **64. Patent Indemnity:-**

- A. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause
- a) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. the supply of service by the supplier/ selected bidder or the use of the service/ software in the country where the Site is located; and Such indemnity shall not cover any use of the software or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the software or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- B. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder



may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

#### **65. Limitation of Liability:-**

Except in cases of gross negligence or willful misconduct: -

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

#### **66. Force Majeure:-**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if 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 of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but

not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- a. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RMB in writing of such conditions and cause thereof within 15 days of



occurrence of such event. Unless otherwise directed by RMB, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- b. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

**67. Change Orders and Contract Amendments:-**

- a. The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c. Prices to be charged by the supplier/ selected bidder for any services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

**68. Termination:-**

**a. Termination for Default**

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



#### **b. Termination for Insolvency**

RMB may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RMB.

#### **c. Termination for Convenience**

- i. RMB, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The services/ software that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  1. To have any portion completed and delivered at the Contract terms and prices; and/or
  2. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

**69. Agreement** :- Successful bidder should execute agreement immediately by furnishing the performance security as prescribed within fifteen (15) days as per the terms & conditions on RS. 500/- ( Rupee Five Hundred Only ) non judicial stamp paper. In the event of failure to execute the agreement , the performance security as the case may be stand forfeited apart from cancellation of supply contract. If it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

#### **70. Settlement of disputes**

Legal Jurisdiction : All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place , where agreement has been executed and by no other court.

## Section VII

### SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

#### **Payment Terms and Schedule:**

Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

S.No	Phase	Timeline	Deliverable	Payment
1	Completion of Supply and Installation Phase as per scope of work mentioned	45 days from the date of execution of Agreement	Delivery Challan & Installation Report	90% of amount of district wise bill presented for payment. Remaining payment shall be released after successful and satisfactory completion of supply in all Districts.
2.	Maintenance and Support	3 years for Desktop 1 year for Printer and UPS	SLA Compliance Report/ Satisfactory report from nodal officer	after completion of contract Performance Security shall be refunded

**Taxes & Duties:** The TDS, Service Tax etc., if applicable, shall be deducted at source/ paid by RMB as per prevailing rates.

**Submission of Bills :-** Bidder has to provide bills and delivery receipt/Certificate in the manner prescribed in work order .

**Service centers :-**OEM shall have service centre located in Rajasthan . The successful Bidder shall provide all details as location, address, contact ( phone /mobile number, e-mail and toll free number if any )of service centre .

**Service level standards:** The successful bidder has to resolve the calls during the warranty period as per the timelines defined below, failing which the successful bidder is liable to be penalized:

Sr. No	Time to resolve after lodging of complaint	Penalty
1	Within 3 days	No penalty
2	3-7days	Rs. 500/-
3	More than 7 days	Rs. 1000/- for each day

- The penalty amount will be recovered from the next due payment or performance security of the supplier.



**Section VIII**  
**ANNEXURES**

Four handwritten signatures in blue ink, arranged horizontally. The first signature is a stylized 'L' or 'H'. The second is a more complex, cursive signature. The third is a signature that appears to be 'Paz' inside an oval. The fourth is a simple, cursive signature.



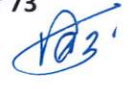

## ANNEXURE -1

## DELIVERY LOCATIONS

क्र.सं.	जिले का नाम	मदरसे का नाम	पंजीयन संख्या	प्राथमिक/उच्च प्राथमिक	मदरसों को दिये जाने वाली सामग्री का नाम एवं संख्या		
					कम्प्यूटर	यू.पी.एस.	प्रिन्टर
1	AJMER	मदरसा गौसिया रिजविया, व्यापारी मोहल्ला गोविन्द गढ़, तह0 पीसागंत, जिला अजमेर	3180	Primary	2	2	1
2	AJMER	मदरसा इकरा, ग्राम बाडिया भाऊ पोस्ट सुहावा तहसील अजमेर, जिला अजमेर	3442	Primary	2	2	1
3	AJMER	मदरसा मोईन ए दावतुल हक ग्राम उटंडा गया-गगवाना अजमेर	3922	Primary	2	2	1
4	ALWAR	मदरसा इस्लामिया, ठेकडा खैरथल, वार्ड नं. 12, तहसील किशनगढ़ बास, जिला अलवर	424	Primary	2	2	1
5	ALWAR	मदरसा इस्लामिया कलिमिया नूसरतुल इस्लाम, सिद्दीकिया, लक्ष्मणगढ़, जिला अलवर	568	Primary	2	2	1
6	ALWAR	मदरसा इस्लामिया अरबिया शेखपुर, पोस्ट बहादुरपुर, तहसील किशनगढ़, जिला अलवर	1419	Primary	2	2	1
7	ALWAR	मदरसा इस्लामिया असरफुल कुरआन, ईसा का बांस, पंचायत समिति रामगढ़, जिला अलवर	1625	Primary	2	2	1
8	ALWAR	मदरसा छोटी मस्जिद, मु. मिलकपुर तुर्क पो. गौतली तहसील तिजारा जिला अलवर	2927	Primary	2	2	1
9	ALWAR	मदरसा इस्लामिया, पुरानी जामा मस्जिद नीमली, तह0 तिजारा, जिला अलवर	3345	Primary	2	2	1
10	ALWAR	मदरसा फैज-उल-उलूम, ग्राम डोटाना पोस्ट तीतरका, तह0 तिजारा, जिला अलवर	3346	Primary	2	2	1
11	BANSWARA	मदरसा इस्लामिया हुसैनी चौक, जिला बॉसवाडा	224	Primary	2	2	1
12	BANSWARA	मदरसा चिशितया तन्जीम, ख्वाजा नगरी, राज तलाब, बॉसवाडा	231	Primary	2	2	1
13	BANSWARA	मदरसा रिजवी मदरसा, मदार कॉलोनी, बॉसवाडा	222	Primary	2	2	1
14	BARAN	मदरसा जामियां मिल्लियां श्रमिक कॉलोनी, जिला बारां	803	Primary	2	2	1
15	BARAN	मदरसा कुतुबुल मदार, श्रमिक कॉलोनी जिला बारां	2346	Primary	2	2	1
16	BARMER	मदरसा फैजे जिलानी, महेन्द्रोणिया का तला, राजस्व ग्राम श्यामपुरा ग्राम गिड़ा, पंचायत समिति व तहसील बायतु, जिला बाडमेर	2128	Primary	2	2	1
17	BARMER	मदरसा फैजे जिलानी, ग्राम पोस्ट सिमरखियां खारा, तहसील बायतु, जिला बाडमेर	2123	Primary	2	2	1
18	BARMER	मदरसा नेक उल इस्लामिया ग्राम होतरडानाडा तह0 सीवाना, जिला बाडमेर	3138	Primary	2	2	1



19	BARMER	मदरसा फजे वहाउल हक हाजियाणियों की द्वाणी अमी मोहम्मद शाह की बस्ती, बामणोर पं.सं. धौरीमन्न तहसील चौहटन जिला बाड़मेर	3652	Primary	2	2	1
20	BARMER	मदरसा नूरानी इसलमिया कुम्हारों का मोहल्ला ग्राम/पो. बिशाला तह. व जिला बाड़मेर	3072	Primary	2	2	1
21	BARMER	मदरसा फजे सिबातुल्लह शाह रमतुल्ल पाण्डखाली तह. चौहटन जिला बाड़मेर	3653	Primary	2	2	1
22	BARMER	मदरसा पच्छमाई शिक्षण संस्थान, कासम की बस्ती, रमजान की गफन, तह0 चौहटन, जिला बाड़मेर	3520	Primary	2	2	1
23	BARMER	मदरसा फैजे जीलानी, मुकाम पोस्ट बीजासर तहसील चौहटन, जिला बाड़मेर	2205	Primary	2	2	1
24	BARMER	मदरसा जामियां इशाअतुल उलूम, हसन का पाडा पनेला, पोस्ट तामलोर, तह0 शिव, जिला बाड़मेर	3225	Primary	2	2	1
25	BHARATPUR	मदरसा रेहानुल एज्यूकेशन गाम घीसेड़ा पं.सं. कामां जिला भरतपुर	3817	Upper Primary	2	2	1
26	BHARATPUR	मदरसा अब्दुल कलाम आजाद इस्लामियों मदरसा, जौतरुहल्ला, तहसील पहाडी, जिला भरतपुर	1316	Primary	2	2	1
27	BHARATPUR	मदरसा इस्लामिया अरबिया, ग्राम सोलाका, तहसील पहाडी, पोस्ट बैडोली डहर, भरतपुर	1475	Primary	2	2	1
28	BHARATPUR	मदरसा इस्लामिया कासमियों, सीकरी, (सोलपुर पट्टी), तहसील नगर, जिला भरतपुर	1828	Primary	2	2	1
29	BHILWARA	मदरसा गुलशने-ए-चिश्त, कावाखेड़ा, सी. आई. गोदाम के पीछे, ख्वाजा की बस्ती, जिला भीलवाड़ा	399	Primary	2	2	1
30	BHILWARA	मदरसा फजये गरीब नवाज, गरीब नवाज कॉलोनी, हलेड रोड, भीलवाड़ा	816	Primary	2	2	1
31	BHILWARA	मदरसा हनफिया, गुल अली बाबा, पथवारी के पास, गुलनगरी, सांगानेरी गेट, भीलवाड़ा	1689	Primary	2	2	1
32	BHILWARA	मदरसा हुसैन इस्लामिया, हुसैन कॉलोनी भोपालपुरा रोड, भीलवाड़ा	2506	Primary	2	2	1
33	BIKANER	मदरसा हमालान, हमालों का मोहल्ला, बड़ा बाजार बीकानेर,	650	Primary	2	2	1
34	BIKANER	मदरसा हसनैन, मदरसा बडी कर्बला चौखूटी, बीकानेर	1458	Primary	2	2	1
35	BIKANER	मदरसा कादरिया अनवारुल उलूम, गुलजार बस्ती, पानी की टंकी के पीछे, बीकानेर	2256	Primary	2	2	1
36	BUNDI	मदरसा बज्मे निस्वी, शीतला गली बूंदी	522	Primary	2	2	1
37	CHITTORGARH	मदरसा तालीमुल इस्लाम मोमीन मोहल्ला तह0 कपासन जिला चित्तौड़गढ़।	3734	Primary	2	2	1
38	CHITTORGARH	मदरसा गौसिया सिपाहियान, सिपाही मोहल्ला चित्तौड़गढ़	2767	Primary	2	2	1
39	Churu	मदरसा मोहम्मदी, कोठी के पीछे, सुजानगढ़, जिला चूरु	1391	Primary	2	2	1
40	Churu	मदरसा डी.एम.मेमोरियल , वन विहार कालोनी जिला चूरु	2407	Upper Primary	2	2	1

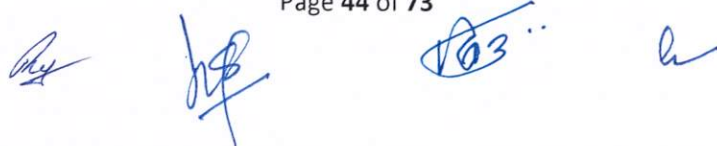
   

41	Dausa	मदरसा तालीमुल कुरआन, रामगढ पंचवारा, तहसील लालसोट, जिला दौसा	684	Primary	2	2	1
42	Dausa	मदरसा रहमानिया अलकुरान, वार्ड नं० 7, मोहल्ला नागौरी, जिला दौसा	512	Primary	2	2	1
43	DHOLPUR	मदरसा मोहम्मदिया मदरसा, ग्राम नादनपुर, तह. बसेडी, जिला धौलपुर	1280	Primary	2	2	1
44	DHOLPUR	मदरसा तालीमुल इस्लाम, कूकरा, तहसील सैपक, जिला धौलपुर	2297	Primary	2	2	1
45	DHOLPUR	मदरसा एहले सुननत, मदीना कॉलोनी, पुराना शहर, धौलपुर	811	Primary	2	2	1
46	DHOLPUR	मदरसा तालीमुल कुरआन, चेलपुरा,सरमथुरा, तहसील बसेडी, जिला धौलपुर	575	Primary	2	2	1
47	Dungerpur	मदरसा गुलशने मुस्तफा प्रा. वि. सांगवाड़ा जिला डूंगरपुर।	2478	Primary	2	2	1
48	Dungerpur	मदरसा गौसिया पीठ जिला डूंगरपुर	3665	Primary	2	2	1
49	Dungerpur	मदरसा गुलशने मुस्तफा, आसपुर जिला डूंगरपुर	3891	Primary	2	2	1
50	GANGANAGAR	मदरसा इस्लामिया रिजविया राहुपीर जाना मस्जिद के पास, अनूपगढ, गंगानगर	3884	Primary	2	2	1
51	HANUMANGARH	मदरसा ख्वाजा गरीब नवाज शिक्षण समिति, चक 4, आर.टी.पी., रतनपुरा सांगरिया, जिला हनुमानगढ़	3905	Primary	2	2	1
52	JAIPUR	मदरसा न्यू माडल अरेबिक स्कूल, मस्जिद पैकान, जगन्नाथ शाह का रास्ता, रामगंज बाजार, जयपुर	323	Primary	2	2	1
53	JAIPUR	मदरसा रहीमिया नूरानी मस्जिद, आजाद कॉलोनी, नाहरी का नाका, जयपुर	702	Primary	2	2	1
54	JAIPUR	मदरसा मोईनुल इस्लाम, मदीना मस्जिद, नाहरी का नाका जयपुर	815	Primary	2	2	1
55	JAIPUR	मदरसा ए मुहम्मदी, प्लॉट नं. 215, अमृतपुरी, घाटगेट, जयपुर	1500	Primary	2	2	1
56	JAIPUR	मदरसा अब्बासियान, चौकडी तोपखाना, हजुरी, बडे पार्क के पास, जयपुर	1536	Primary	2	2	1
57	JAIPUR	मदरसा मिसबाउल उलूम मंसूरिया, दरबार शाह कॉलोनी, लक्ष्मण डूंगरी, ईदगाह, जयपुर	1566	Primary	2	2	1
58	JAIPUR	मदरसा जिया दीनी तालिम मदरसा, मकान नं. 918, खण्डार का रास्ता, चार दरवाजा, जयपुर	1673	Primary	2	2	1
59	JAIPUR	मदरसा तालीमुल कुरआन, सेंद्रल जेल के पीछे घन्नादास की बगीची आदर्श नगर, जयपुर	3303	Primary	2	2	1
60	JAIPUR	मदरसा दावतुल हक शिक्षण संस्थान, ढाणी इस्लामपुरा, पोस्ट सांभर लेक, तहसील फुलेरा, जिला जयपुर	3899	Primary	2	2	1
61	JAIPUR	मदरसा अनवारुल आरिफ जगतपुरा रोड खौ नागौरिया, जयपुर	3566	Primary	2	2	1
62	JAISALMER	मदरसा ओढाणीया, ग्राम पोस्ट ओढाणिया, तह. पोकरण, जिला जैसलमेर	1618	Primary	2	2	1



63	JAISALMER	मदरसा अहले सुन्नत फैजे सिकन्दरिया, गांव बडी चिन्नू, वाया नाचना, तहसील पोकरण, जिला जैसलमेर	2037	Primary	2	2	1
64	JAISALMER	मदरसा फैजे तालेबूल मोला, गांव समदाणी तहसील सम जिला जैसलमेर	2159	Primary	2	2	1
65	JAISALMER	मदरसा अहले सुन्नत फैजाने अली गोहर शाह, गांव मतूओं की बस्ती, तहसील सम, जिला जैसलमेर	2162	Primary	2	2	1
66	JAISALMER	मदरसा अहले सुन्नत फैजे गौसुल आजम, रहमतुल्लाह आले हमीरों की बस्ती सम, जैसलमेर (राज.)	2535	Primary	2	2	1
67	JAISALMER	मदरसा इस्लाम फैजे सैयद पीर पीरान शिक्षा संस्थान औराला पार पो. लूणार तह. सम जिला जैसलमेर	3092	Primary	2	2	1
68	JAISALMER	मदरसा फैजे सरवरी, बच्चूओं की ढाणी, ग्राम केशुला पाना, पो0 बोंधेवा, तह0 पोकरण, जिला जैसलमेर	3203	Primary	2	2	1
69	JAISALMER	मदरसा अहले सुन्नत फैजे महबूबे रब, कुरैशुल उलूम, जामा मस्जिद के पास, बाधेवा, पोस्ट फलसुण्ड, तह0 पोकरण, जिला जैसलमेर	3260	Primary	2	2	1
70	JAISALMER	कादरिया फैजे रोजे, धणी राशदी, भागु का गांव, ग्राम पंचायत, बासनपीर जूनी, तह0 जैसलमेर, जिला जैसलमेर	3352	Primary	2	2	1
71	JAISALMER	मदरसा अहले सुन्नत फैजे मुस्तफा, पिराणियों की ढाणी, ग्राम कराड़ा पो. रासला, तह. फतेहगढ़, जिला जैसलमेर	3807	Primary	2	2	1
72	JAISALMER	मदरसा गफफारी सत्तार फांटा, 21 एन.यू.डी. ग्राम पंचायत नाचना तहसील पोकरण जिला जैसलमेर	2184	Upper Primary	2	2	1
73	JAISALMER	मदरसा मोहम्मदी फैजे रोजेधणी तरीकत कादरी अहले सुन्नत वल जमाअत शिक्षण संस्थान, फुलपोतरा, की बेरी, ग्राम पंचायत पदमपुरा, तह. भणियाणा जिला जैसलमेर	4099	Primary	2	2	1
74	JALORE	मदरसा फैज मुजाहिदिया भाणु नागर, सांगणा तह. सायला जिला जालौर।	3885	Primary	2	2	1
75	JALORE	मदरसा ख्वाजा -ए-गरीब नवाज पता ग्राम तवाव, तह भीनमाल जिला जालौर	3196	Primary	2	2	1
76	JHALAWAR	मदरसा इस्लामिया जामा मस्जिद, अकलेरा, हाट चौक मौहल्ला, अकलेरा, झालावाड	1639	Primary	2	2	1
77	JHUNJHUNU	मदरसा मुस्लिम मदरसा शेखसर ग्राम पोस्ट शेखसर तहसील व जिला झुन्झुनू	2809	Primary	2	2	1
78	JHUNJHUNU	मदरसा हिदायतुल उलूम, ग्राम व पोस्ट गांगियासर वाया बिसाउ तह. झुन्झुनू जिला झुन्झुनू राज.	2553	Primary	2	2	1
79	JHUNJHUNU	इस्लामिया मदरसा, वार्ड नं. 17, बिसाऊ, तहसील व जिला झुन्झुनू	2656	Primary	2	2	1
80	JHUNJHUNU	मदरसा अरबिया दारुल इस्लाम, ग्राम पोस्ट मलसीसर, तहसील व जिला झुन्झुनू	2741	Primary	2	2	1
81	JHUNJHUNU	मदरसा नूरुल इस्लाम फातमी, गांव व पोस्ट भारू, तहसील व जिला झुन्झुनू	1336	Primary	2	2	1
82	JHUNJHUNU	मदरसा इस्लामिया, पुरा की ढाणी खिदरसर, पोस्ट देरवाला, जिला झुन्झुनू	1356	Primary	2	2	1

83	JHUNJHUNU	मदरसा कमरुल उलूम वार्ड नं 8 दरगाह हजरत कमरुददीन शाह जिला झुझुनू	1950	Primary	2	2	1
84	JHUNJHUNU	मदरसा असरफूल इस्लाम, मुकाम पोस्ट बुडाना,तहसील व जिला झुझुनू	2302	Primary	2	2	1
85	JHUNJHUNU	मदरसा इदारा तन्जीम मिल्लत मदरसा, वार्ड नं. 1, गांधी पार्क के पास, नवलगढ़	2561	Primary	2	2	1
86	JHUNJHUNU	मदरसा इस्लामिया, ग्राम व पोस्ट टमकोर, जिला झुझुनू	1174	Primary	2	2	1
87	JHUNJHUNU	मदरसा अलजामी अतुल इस्लामिया दारुल उलूम, वार्ड नं. 14, बगड तहसील व जिला झुझुनू	2657	Primary	2	2	1
88	JHUNJHUNU	मदरसा नूरानी, मदरसा संस्थान, ग्राम धनूरी (कायमसर)पोस्ट धनूरी जिला झुझुनू	2401	Primary	2	2	1
89	JODHPUR	मदरसा कुरैशियान/कुरैश मुस्लिम उच्च प्राथमिक विद्यालय, सूर सागर, जोधपुर	1333	Upper Primary	2	2	1
90	JODHPUR	मदरसा खलिलिया, चोंद खों की ढाणी, रिया बंगडकी, तह. बिलाड़ा, जोधपुर	87	Primary	2	2	1
91	JODHPUR	मदरसा (शाखा) जामिया अबुबकर सिद्दीक संस्थान, सिन्धियों का बास (फखरापुरी) ग्राम मोकलावास, तहसील मण्डोर, जिला जोधपुर	1410	Primary	2	2	1
92	JODHPUR	मदरसा दावतुल कुरआन, गांव देगावडी, ग्राम पंचायत चारणासी पंचायत समिति बाप, तहसील फलोदी, जिला जोधपुर	1716	Primary	2	2	1
93	JODHPUR	मदरसा अहले सुन्नत फेजे जीलानी कुन्जानी पोस्ट नूरे की भुर्ज तहसील फलोदी जिला जोधपुर	2029	Primary	2	2	1
94	JODHPUR	मदरसा अहले सुन्नत फैजे गोशिया, प्लाऊ, टांका मेहरो की ढाणी, दयाकोर, तहसील फलोदी, जिला जोधपुर	2338	Primary	2	2	1
95	JODHPUR	मदरसा फेजे आम शिक्षण संस्थान तैलियां को मोहल्ला, पोस्ट,तह0 ओसियां, जिला जोधपुर	3194	Upper Primary	2	2	1
96	KARAULI	मदरसा तालीमुल कुरआन, हम्माल पाड़ा, गुलजार मस्जिद, हिण्डौन सिटी, करौली	18	Primary	2	2	1
97	KARAULI	मदरसा फेजुल कुरआन ग्राम सलेमपुर, तह0 सपोटरा, जिला करौली	3128	Primary	2	2	1
98	KOTA	मदरसा अन्जुमन इस्लामिया, छावनी कोटा	531	Primary	2	2	1
99	KOTA	मदरसा अन्जुमन इस्लामिया मदरसा, छावनी कोटा	1042	Primary	2	2	1
100	KOTA	मदरसा हसनीया, घण्टाघर, चश्मे की बावडी, कोटा	1073	Primary	2	2	1
101	KOTA	मदरसा अलमास दर्सगाह, ईदगाह के पास किशोरपुरा जिला कोटा	2215	Primary	2	2	1
102	NAGAUR	मदरसा इस्लामिया सूफिया चिश्तिया मकराना, नागौर	3032	Upper Primary	2	2	1
103	NAGAUR	मदरसा तजवीदुल कुरान यूको बैंक के पास लाडनूं नागौर	1024	Primary	2	2	1





104	NAGPUR	मदरसा मदरसा मदीनतुल उलूम मोहल्ला कायमखानियान गली नं 5 वार्ड नं 7 पोस्ट जसवन्तगढ तहसील लाडनू जिला नागौर	2189	Primary	2	2	1
105	NAGPUR	मदरसा तजवीदुल कुरआन, मोहल्ला अंसारियान, डीडवाना, जिला नागौर	1453	Upper Primary	2	2	1
106	NAGPUR	मदरसा हाजी मजीद खान मेमोरियल शिक्षण संस्थान ग्रामू झूझण्डा तह0 मूंडवा जिला नागौर	3862	Upper Primary	2	2	1
107	PALI	मदरसा गोस उल उलूम, नगीना मस्जिद के पास सोजत रोड, जिला पाली	367	Primary	2	2	1
108	PALI	मदरसा नूरुल इस्लाम, सिलावटों का मोहल्ला, सोजत सिटी, जिला पाली	1397	Primary	2	2	1
109	PRATAPGARH	मदरसा गुलशाने रजा, खाजा नगर धरियावाड जिला प्रतापगढ़	3671	Primary	2	2	1
110	RAJSAMAND	मदरसा रजाउल मुस्तुफा, तह0 देवगढ, जिला राजसमंद	3242	Primary	2	2	1
111	SIKAR	मदरसा फातमा तज्जोहरा ग्राम रसूलपुर पोस्ट कायमसर तहसील फतेहपुर शेखावाटी जिला सीकर	2342	Primary	2	2	1
112	SIKAR	मदरसा जामिया इस्लामियाँ, ग्राम व पोस्ट खेडी, राडान, वाया बलारां, तहसील लक्ष्मणगढ, जिला सीकर	1194	Primary	2	2	1
113	SIROHI	मदरसा फैजे गोसिया बरलूट, ग्राम बरलूट, तहसील व जिला सिरोंही	1746	Primary	2	2	1
114	SIROHI	मदरसा गरीब नवाज, रेवदर, जिला सिरोंही	1404	Primary	2	2	1
115	swai madhopur	मदरसा जामिया अशरफ उल उलूम, इस्लामपुरा, गंगापुरसिटी जिला सवाईमाधोपुर	3015	Primary	2	2	1
116	swai madhopur	मदरसा सना चिल्ड्रन एकेडमी, चूली गेट, गंगापुर सिटी, जिला सवाई माधोपुर	506	Primary	2	2	1
117	swai madhopur	मदरसा अल हिरा शिक्षा समिति, यूनिशन राजीव कॉलोनी, गंगापुर सिटी, जिला सवाई माधोपुर	1006	Primary	2	2	1
118	swai madhopur	मदरसा तालीम ए इस्लाम, पुलिया के पास, नई कॉलोनी बहतैड, सवाई माधोपुर	994	Primary	2	2	1
119	TONK	मदरसा लाडावतान, ढाणी नागोरियान, अम्बापुरा, मालपुरा, जिला टोंक	459	Primary	2	2	1
120	TONK	मदरसा तुन्सिना, मस्जिद रजबन, टोंक	582	Primary	2	2	1
121	TONK	मदरसा काशिफुल उलूम लिल बनावत, मोहल्ला खिडकी दरवाजा पुरानी टोंक जिला टोंक	3139	Primary	2	2	1
122	TONK	मदरसा अमीर खां, ग्राम पांसरोटिया, तहसील पीपलू जिला टोंक	3365	Primary	2	2	1
123	TONK	मदरसा आहंगरान तालीमुल कुरान, बमोर दरवाजा पुरानी टोंक, जिला टोंक	2861	Primary	2	2	1
124	TONK	मदरसा मोईनुल इस्लाम, तालीमुल इस्लाम, जामा मस्जिद, अमीर गंज, बडा कुआ, टोंक	952	Primary	2	2	1



125	TONK	मदरसा फिरदोसिया अन्जुमन, मोहल्ला देशवालियान, तकिया, निवाई दरवाजा, पुरानी टोंक, जिला टोंक	3359	Primary	2	2	1
126	TONK	मदरसा आलिया फुरकानिया, मोहल्ला काली पलटन, टोंक	1049	Primary	2	2	1
127	TONK	मदरसा तदरीसुल कुरान, मस्जिद मोमिनान, पुरानी टोंक	720	Primary	2	2	1
128	UDAIPUR	मदरसा गौसिया तालीमुल कुरआन, ए ब्लॉक, सज्जन नगर, उदयपुर	1235	Primary	2	2	1
129	UDAIPUR	मदरसा हजरत जलाल शाह बाबा फारुके, आजम नगर, मल्ला तलाई, उदयपुर	1350	Primary	2	2	1
130	UDAIPUR	मदरसा सिद्दिकिया, छीपा कॉलोनी, ओ. टी. सी. मल्लातुलाई, उदयपुर	191	Primary	2	2	1
					260	260	130

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## ANNEXURE -2

### BILL OF MATERIAL (BoM)

(Specification as per Annexure 3)

S No	. Item Description	Item required per Madarsa	Total Estimated Quantity (Indicative) Unit in 130 Madarsa	MAF Required from OEM (Y/N)	OEM warranty
1.	Desktop Computer	2 Unit	260	Yes	3 yrs
2.	UPS	2 Unit	260	No	1 yr
3.	Printer	1 Unit	130	Yes	1yr

## ANNEXURE -3

1. Specification of Desktop computer system ,  
Make – Model offered ( need to be filled by bidder

Item	Minimum Technical Specification	Bidder and OEM Compliance (yes/No)
<b>Processor</b>	Processor: Intel i3 (12* Generation or higher) 4 Core or higher, with minimum 2.7 GHz or higher (Base Frequency), 12 MB Cache or higher	
<b>Chipset</b>	Compatible OEM Chipset	
<b>Operating System</b>	Pre-installed Genuine OEM Microsoft Windows 10 Home or higher with OEM recovery partition.	
<b>Memory (RAM)</b>	4 GB DDR4 3200NHZ or higher with 64 GB Expandability	
<b>Storage</b>	512 GB NVMe SSD	
<b>Graphics</b>	Integrated Graphic card	
<b>Ports</b>	Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI Display port Audio jack for headphone & microphone	
<b>Display</b>	Minimum 19.5 inch or higher, Resolution 1600x900 or higher Display, TCO Certified	
<b>Antivirus</b>	Latest Version Internet Security of Trend Micro/ MacAfee/ Symantec/ Sophos/ Kaspersky	
<b>Certification</b>	RoHS Compliance, OEM Certification for preloaded Operating System (OS)	
<b>Keyboard &amp; Mouse</b>	OEM USB Keyboard & OEM USB two button optical Mouse with Mouse Pad	
<b>Network Interface</b>	Integrated 10/ 100/ 1000 GB Ethernet, Integrated 802.11ac Wi-Fi and Bluetooth 4.0 or higher	
<b>Accessories</b>	All necessary cables	



## 2. Laser Printer

Make Model Offered (need to be filled by bidder )





Item	Minimum Technical Specification	Bidder and OEM Compliance (yes/No)
Functions	Print	
Printing Method	Laser	
Print Speed (Minimum)	18 PPM (Mono) or higher	
Print Resolution	600x600 dpi or higher	
Duplex	Manual Duplex	
Connectivity	Hi-Speed USB 2.00 Port, Wireless 802.11 b/g/n	
Duty Cycle (Monthly)	8000 pages or higher	
Input paper tray capacity	100 pages or higher	
Toner Cartridges	Composite Cartridges	
Compatible OS	Windows and Linux	
Cables/ Accessories	All the required cables, accessories	
Software Media	Driver & Utility Software CD/DVD	






### 3. UPS Make Model Offered (need to be filled by bidder)

Item	Minimum Technical Specification	Bidder and OEM Compliance (yes/No)
<b>UPS Capacity</b>	1 KVA	
<b>Protection</b>	Full Protection	
<b>Voltage</b>	230V + -10 %	
<b>Range</b>	160 V - 280V	
<b>Power Factor</b>	0.6 or higher	
<b>Back up time</b>	168 VAH for 30 Minutes backup on 1 PC ( Inbuilt Batteries)	
<b>Indicator</b>	Mains On / On Battery/ Low Battery Fault/ Overload	
<b>Plug and cable</b>	Input Cable of 1.2 Mtr with 3 pin Indian plug and output have 4 nos. of 5 pin Indian socket	
<b>Battery Type</b>	Sealed Lead Acid Valve Regulated	
<b>Alarm</b>	ON Battery/ Fault Over Load, Low Battery	
<b>Certifications</b>	BIS, ISO	
<b>Test Report</b>	OEM should submit test report for the quoted model issued by State/ Central laboratory / NABL accredited labs ( not old from last 5 Years)	



ANNEXURE 4

BIDDERS AUTHORIZATION CERTIFICATE  
{to be filled by the bidder}

To,  
Secretary ,  
Rajasthan Madarsa Board, Jaipur

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

\_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised

Signatory: -

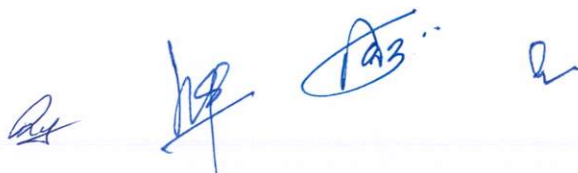
Seal of the

Organization:

-

Mobile Number: \_\_\_\_\_ Email Id: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_



**SELF-DECLARATION**

{to be filled by the bidder}

To,

Secretary ,

Rajasthan Madarsa Board, Jaipur,

In response to the NIB Ref. No .....dated\_\_\_\_\_for as an Owner/ Partner/  
Director/ Auth. Sign.of\_\_\_\_\_

I/ Wehereby declare that presently our Company/ firm\_\_\_\_\_, at the time of bidding,:

- a) possess the necessary professional, technical, financial and managerial resources and competencerequired by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the StateGovernment or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practiceseither indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during thelast three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the

Bidder: -

Authorized

Signatory: -

Seal of the

Organization:

-Date:\_\_\_\_\_ Place:



**MANUFACTURER'S AUTHORIZATION FORM (MAF)**  
(to be filled by OEMs)

(Indicative Format)

To,  
Secretary  
Rajasthan Madarsa Board,  
Jaipur

Subject: Issue of the Manufacturer's Authorization Form (MAF)  
Reference: NIB/BID Ref. No..... Dated.....

Sir,

We (name and address of the OEM) who are established and reputed original equipment manufacturers (OEMs) having factories at  
( addresses of manufacturing location) do hereby authorize (M/s.....)who is our  
Distributor/Channel Partner/Retailer/Other<please specify> to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/Software manufactured by us:-

(OEM will mention the details of all the proposed product(s) with their make/model)

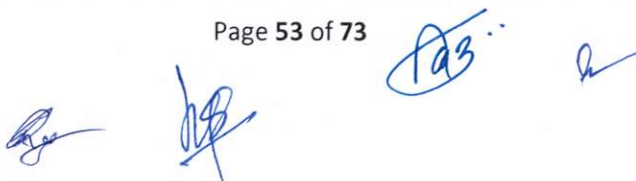
We undertake to provide OEM Warranty/services/support for the offered Hardware/Software, as mentioned in the technical document.

We hereby confirm that the offered Hardware/Software is not likely to be declared as End-of-Sale in next 6 month on the date of bid submission.

We hereby confirm that the offered Hardware/Software in not likely to be declared as End-of-service/Support within next 5 years from the date fo final bid submission.

Your faithfully,  
For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)  
Name, Designation & Contact No:  
Address:.....  
Seal



ANNEXURE-7

**UNDERTAKING ON AUTHENTICITY OF ITEMS TO BE PROCURED**

(To be filled by the bidder (On Rs. 500/-Non-judicial stamp paper)

To,  
Secretary  
Rajasthan Madarsa Board,  
Jaipur

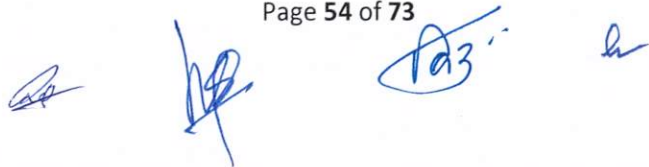
Reference NIB No: ..... Dated:

This has reference to the items being supplied/quoted to your vide bid ref. no. dated .....

We hereby undertake that all the components/parts/assembly/software used in the equipment shall be genuine, original and new components/parts/assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ Second hand components / part/ assembly/ software/ are being used or shall be used. In respect of licensed operating system, we undertake that same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from then authorized source for use in India.

In case we are found not complying with above at at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar black list us or take suitable action against us.

Authorized Signatory Name:  
Designation:





**ANNEXURE-8****COMPONENTS OFFERED – BoM**

(to be filled by the bidder)

Please fill following BoM for the offered product as per below mentioned table

Name of the item:- .....

S. No.	Description	Compliance/Offered by the Bidder
1-	Proposed OEM	
2-	Model No	
3-	MAF Submitted (Yes/No)	
4.	Compliance of all Technical Specification	
5	Deviation, if any, in Technical Specification	

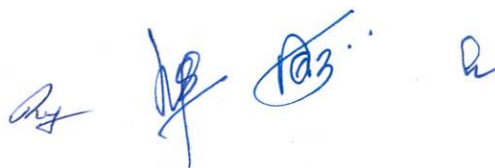
Please attach Technical specifications compliance sheet (on OEM letterhead only) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as per BID)

**Authorized Signatory Name:****Designation:**The block contains four handwritten signatures or initials in blue ink. From left to right: a stylized signature, a signature with a large 'B' or 'P' shape, a signature that appears to be 'P.B.', and a simple number '2'.

**BANK GUARANTEE FORMAT****GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid:-

1. Bank Guarantee shall be executed on non- Judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (If any )
3. The Executor (Bank Authorities) may mentions the power of attorney No. and date of execution in his/her favour authorizing him/her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name address.
4. A Nationalized Bank / Scheduled Commercial Bank should execute The Bank Guarantee only.
5. Non Judicial stamp paper shall be used within 6 month form the date of purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 month of the purchase of such stamp paper shall be treated as non- valid.
6. The contents Bank Guarantee shall be strictly as per format prescribed by RMB.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank officials signing the Bank Guarantee.
9. Bank should mentioning Bid reference, Bid title and bidder name, directly to the Procuring Entity at their following address.

The image shows four distinct handwritten marks in blue ink. From left to right: a stylized signature, a signature with a vertical line through it, a signature that appears to be 'Paz' inside a circle, and a small, simple mark.



**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PS)**

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

The Secretary,  
Rajasthan Madarsa Board,  
Siksha Sankul, Jaipur (Raj)

In consideration of the The Secretary, Rajasthan Madarsa Board,

1. (hereinafter called “Procuring Entity”) having agreed to exempt M/s.....  
(hereinafter called “the said Contractor (s)” from the demand, under the terms and conditions of an Agreement No.....Dated

Made between the

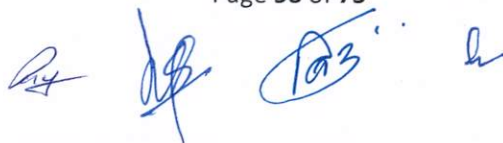
Secretary , Rajasthan Madarsa Board through ..... And  
.....(Contractor) for the work

.....(hereinafter called “the said Agreement”) of Security Deposit for the due fulfillment by the said Contrator (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees.....only, we (indicate the name of the Bank), (hereinafter referred to as “the Bank”) at the request of .....Contractor(s) do hereby undertake to pay to the Secretary , Rajasthan Madarsa Board an amount not exceeding Rs .....(Rupees .....only) on demand.

2. We .....(Indicate the name of Bank), do hereby undertake to pay Rs .....(Rupees.....only), the amount due to payable under this guarantee without any demur or delay, hereby on a demand from the Secretary , Rajasthan Madarsa Board. Any such demand made of the bank by the Secretary , Rajasthan Madarsa Board shall be conclusive as regards the amount due and payable by the Bank under the guarantee. Tha Bank Guarantee shall be completely at the disposal of the Secretary , Rajasthan Madarsa Board and We (Indicate the name fo Bank), However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).



3. We.....(indicate the name of Bank), undertake to pay to the Secretary , Rajasthan Madarsa Board any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit of proceeding pending before any Court or Tribunal or Arbitrator etc. relating there to, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of Secretary , Rajasthan Madarsa Board under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged of till the Secretary , Rajasthan Madarsa Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We.....(indicate the name of Bank) further agree with the Secretary , Rajasthan Madarsa Board that the Secretary , Rajasthan Madarsa Board shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved form our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Secretary , Rajasthan Madarsa Board of any indulgence by the Secretary , Rajasthan Madarsa Board to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. 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 Contractor(s).
7. We.....(Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Secretary , Rajasthan Madarsa Board in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Secretary , Rajasthan Madarsa Board. Not with standing anything





mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees. Only)

9. It shall not be necessary for the Secretary , Rajasthan Madarsa Board to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank not with standing any security which the Secretary , Rajasthan Madarsa Board may have obtained or obtain from the contractor.
10. We.....(indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

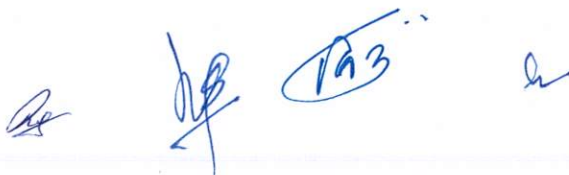
Dated.....day of.....For and on behalf of the <Bank>  
(indicate the Bank)

Signature (Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the Secretary , Rajasthan Madarsa Board

For and on beheld of the Secretary ,  
Rajasthan Madarsa Board Signature (Name  
& Designation)



**ANNEXURE-10**

**DRAFT AGREEMENT FORMAT**

**(to be mutually signed by selected bidder and procuring entity)**

This Contract is made and entered into on this day of 2023 and between Secretary , Rajasthan Madarsa Board), having its head office at Radhakrishnan Shiksha Sankul ,JLN Marg, Jaipur 302005, Rajasthan (herein after referred to as Procuring Entity/Secretary RMB ) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART.

And

M/s..... registered office at (herein after referred as the “ Successful Bidder/Supplier”) Which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas, Procuring Entity is desirous of appointing an agency for <project title> as per the scope of work and terms and conditions as set forth in the BID document dated of <NIB NO>

And whereas

M/s..... represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted as bid and subsequent clarifications for providing the required services against said NIB and BID document issued in this regard, in accordance with the terms and condition set forth herein and any other reasonable requirements of the Procuring Entity from time to time.

And whereas

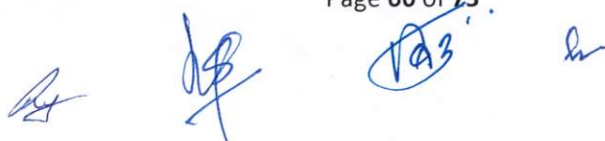
Procuring Entity has accepted the bid of supplier and has placed the Work order vide Letter No.....Dated.....on which supplier has given their acceptance vide their Letter No.....dated.....

And whereas

The supplier has deposited a sum of Rs...../-(Rupees.....) in the form of ..... ref No.....Dated.....of Bank and valid upto.....as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under;-

1. The NIB Ref. No ..... dated ..... And BID document dated ..... issued by Secretary RMB along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by Secretary RMB to supplier at the rates set forth in the work order no..... dated.....will duly supply the said



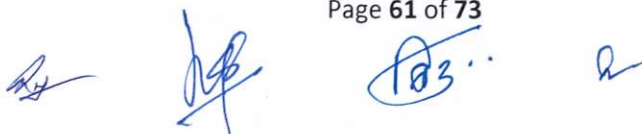


articles set forth in "Annexure-2: Bill of Material" thereof and provide related services in the manner set forth in the BID, along with its enclosures/ annexure and Technical Bid along with subsequent clarification submitted by supplier.

3. The Secretary RMB do hereby agree that if supplier shall duly supply the said articles and provide related service in the manner aforesaid observe and keep the said terms and conditions of the BID and Contract, the Secretary RMB will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the BID, document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of work order i.e and completed by supplier within the period as specified in the BID document.
5. In case of extension in the delivery and/or installation/completion/commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of the contract:-
  - a. Delay up to one fourth period of the prescribed delivery period, successful installation & completion 2.5%
  - b. Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion 5.0%
  - c. Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion 7.5%
  - d. Delay exceeding three fourth of the prescribed delivery period, successful installation & completion 10.0%

Note:

- I. Fraction of a day in reckoning period of delay in supplies/maintenance services shall be eliminated if it is less than half a day.
- II. The maximum amount of agreed liquidated damages shall be 10%
- III. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- IV. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.



6. All disputes arising out of this agreement and all question relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the BID document.

In witness where of the parties have caused this contract to be executed by their Authorized Signatories on this.....day of 2022.

Signed By:	Signed By:
Designation:	(Authorized Signatory)
Company	Secretary RMB, Shiksha Sankul , Govt. of Rajasthan
In the presence of:	In the presence of:
Designation:	Designation:
Company:	Secretary RMB, Shiksha Sankul Govt. of Rajasthan
Designation:	Designation:
Company:	National Health Mission, Swasthya Bhawan Govt. of Rajasthan





**ANNEXURE-11**

**MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No.....of.....

Before the .....(First/Second Appellate Authority)

1. Particulars of appellant:
  - a. Name of the appellant: <please specify>
  - b. Official address, if any: <please specify>
  - c. Residential address: <pleases specify>
  
2. Name and address of the respondent(s):
  - a. <please specify>
  - b. <please specify>
  - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), of a statement of a decision, action of omission of he procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
5. Number of affidavits and documents enclosed with the appeal: <please specify>
6. Grounds of appeal (supported by an affidavit): <please specify>
7. Prayer: <please specify>

Place.....

Date.....

Appellant's Signature



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

To, Secretary  
Rajasthan Madarsa Board, Jaipur.

Sub: -Short term e-Bid No. 04/2023-24

Dear sir

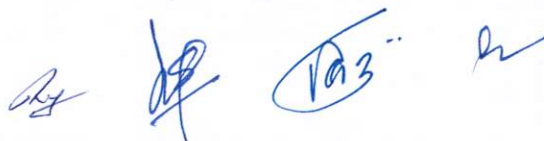
Bidder Name.....

- 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 behavior 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



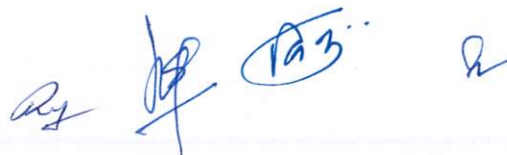


- participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been 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

Handwritten signatures and initials in blue ink. From left to right: a signature that appears to be 'Ry', a signature that appears to be 'JP', a signature that appears to be 'AB' inside a circle, and a small mark that appears to be 'R'.

**ANNEXURE-13**

**ANNUAL TURNOVER STATEMENT**

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

S. No.	Financial years	Annual Turnover
1	2019-20	
2	2020-21	
3	2021-22	
4	2022-23	

Average Turnover Total:

Signature of Auditor/Seal chartered Accountant with registration number

(Name & Address)

Tel.No.

Mob.No





**ANNEXURE-14**

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

**Bidder's Name:.....**

**Bid Participation for.....**

**Name of the Item for which the bid offered:- Desktop Computer, Laser Printer , UPS**


I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Tender/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 Tender/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 and deviations whatsoever:

- I. I/We also confirm acceptance of the all general terms & conditions of Bid document.
- II. I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair/unethical means in including cartelization.
- III. I/We certified that tendering firm has not been banned by any Government Department of the State/PSU from business dealings.
- IV. I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Authorized Signatory Name:

Designation:



**TECHNICAL UNDERTAKING**

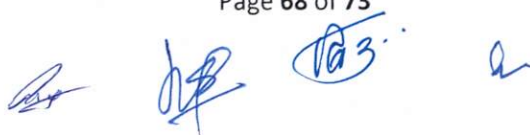
I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of ..... of specified quality at the rate quoted by me/us at the destinations specified by Authority and as per the annexure of Bid document specifications prescribed by the Authority.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc. and the instructions issued by the.....form time to time.

1. I/We are eligible and possess the necessary professional, Techno-commercial and managerial resources and competence required to supply or provide IT Equipment and Services as specified in the Schedule for Supply in the Bidding Document issued by the Procuring Entity.
2. I/We undertake that the We have offered our bid for the IT Equipment which shall be brand new, genuine /authentic, unused/not refurbished, without any defects in material, workmanship and service; confirming with the specifications, standard and quality as specified in the Technical Specification given in Section V.
3. I /We have not quoted for IT Equipment (hardware / software) that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. Original Equipment Manufacturers (OEM) are required to mention this in the Manufacturers Authorization Format for all the quoted IT Equipment. If any of the IT Equipment is found to be declared as End of Sale/ Service/ Support, in case the contract is awarded, then I/We undertake to replace all such IT Equipment with the latest ones having equivalent or higher specifications without any financial obligation to the Procuring Entity.
4. We undertake that if during the contract period the said IT Equipment be discovered counterfeit/ unauthentic or not to conform to the description and quality specified in the Technical Specification given in Section V, we shall replace the IT Equipment, or such portion thereof as is rejected by Procuring Entity, otherwise the I/We shall pay such damage as may arise by the reason of the breach of the condition of contract.
5. I/We undertake that the We have offered our bid with warranty/ guarantee, as the case may be, which shall remain valid for period as specified in the Section V after supply of the IT Equipment and completion the Related Services have been accepted at the final destination indicated in the bid.
6. I /We undertake that during Performance of Contract including the Warranty Period and extended post Warranty Period, I/We as Supplier shall provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the supplied IT Equipment, as well as related documentation and technical support services, within three (3) months after they are released in India.
7. I/We undertake that we have offered our bid complying with the Service level specifications and Service Level Agreement described in the Schedule V

Authorized Signatory Name:

Designation:





**FINANCIAL UNDERTAKING**

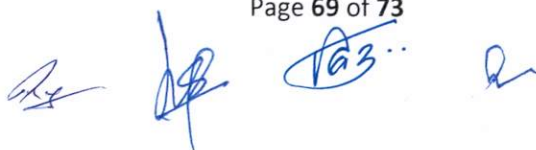
I/We have clearly understand all the terms and conditions of the Bid agreement etc. and agree to undertake the supply of ..... as per specifications mentioned at annexure of the Bid document out of seasons production at the rate quoted by me/us at the destinations specified by AUTHORITY.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid, agreement and the.....form time to time.

I/We will furnish the prescribed performance security amount of 5% on the total value of the cost of the quantity for supply, within fifteen (15) days of the acceptance of may our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and if I/we fall to furnish the prescribed performance security and also enter into agreement within fifteen (15) days of acceptance of may/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 security deposit or any amount available with the .....is liable to be forfeited, award of supply contract cancelled besides blacklisting me/us.

Authorized Signatory Name:

Designation:



**ANNEXURE-17****FINANCIAL BID FORMAT (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	Quantity	Units Rate of item in INR (including all other charges but excluding GST)	Applicable Rate of GST in %.	Applicable GST Amount INR	Total Amount of item with Taxes (4+6)	Total Amount of Item (3*7) =8	Total Amount in words
1	2	3	4	5	6	7	8	9
1	Desktop Computer	260						
2	Laser Printer	130						
3	UPS	260						
4	<b>Total</b>							

**Note:**

1. Bidders shall enter price in Financial Bid ( BOQ in.xls format) only, any rate entered here shall make bid liable for rejection.
2. Bidders shall enter price for all three items.
3. Bidders are requested not to edit or change any item or quantity.
4. Element of the GST should be mentioned separately.
5. All bidders are advised not to wait for last date and submit their Bid at the earliest.
6. 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.
7. The Price bid (BOQ) would be opened and considered of only those Bidders who meet the criteria of eligibility.
8. As per evaluation and comparison of bids in BOQ lowest bid in total amount of all three item as per Colum No. 8 and Row No. 4 in above table (Desktop Computer, Laser Printer, UPS) shall be awarded as L1 and successful bidder.



**Annexure-18****Delivery Receipt**

Registration No. Madarsa			District-	
Name of Madarsa				
Name of Supplier				
Stock Register Entry With Date	page No. :-		Date :-	
<b>.No.</b>	<b>Item Name</b>	<b>Quantity</b>	<b>Serial No.</b>	<b>Comment Yes/No</b>
1.	Desktop Computer (LCD) 19' inches	02		
2.	CPU	02		
3.	Printer	01		
4.	UPS	02		
5.	Key Board	02		
6.	Mouse	02		

**Note:- 1.**

- i) This has to be certified that Supply, Installation and Commissioning for Desktop Computer, Laser Printer and UPS has been done successfully.
- ii) Software mentioned in specifications have been installed Successfully.
- iii) Antivirus mentioned in specifications have been installed Successfully .
- iv) Details of Service centre and way/method to contact/lodge complain for any kind of service required under warranty clause has been provided to concern Madarsa .
- ii) One copy of Bill is provided to Concern Madarsa Authority .

Signature of Secretary of Madarsa	Signature of Sadar of Madarsa	Signature of Computer parateacher/Shiksha Anudesak Madarsa
Name	Name	Name
Mobile No.	Mobile No.	Mobile No.
Seal	Seal	Seal

{filled by the bidder on letterhead}

**PRE-BID QUERIES FORMAT**

NIT No.:

Date:

Name of the Company/Firm :

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.

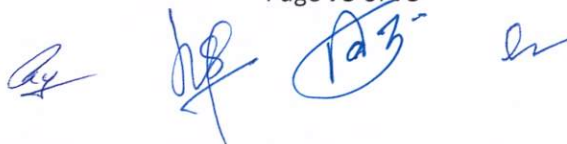
Query/Clarification Sought:

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.



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

Handwritten signatures and initials in blue ink, including a signature on the left, a large stylized signature in the center, and a signature on the right.