

# Rajasthan Madarsa Board ,Jaipur



**e-Bid Notice no. 05/2023-24**

Request for Proposal (RFP)  
for

Supply of uniform to students of Class Upto 8<sup>th</sup> studying in  
registered madarasas of Rajasthan ( e-procurement Single  
Stage, Two-envelope open competitive Bid)

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# Section-I

## BIDDER DETAIL FORM

e-Bid Notice No.5/2023-24

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.	<b>BANK DETAILS</b> 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 and details	
		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 Item</b>	
<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>Garments</b>	Here means Uniform items Per Male Student = 02 Shirts, 02 Pants and Per Female Students = 02 Kurtis , 02 Salwar & 02 Dupatta
<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>Micro or Small enterprises</b>	Meaning of micro and small enterprises as mentioned in classification of micro & small enterprises, development Act, 2006, issued by the competent authority or any amendments through notification Etc.
<b>MoT</b>	Ministry of Textile
<b>NABL</b>	National Accreditation Board for Testing and Calibration Laboratories
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>One Set</b>	One Set here means Per Male Student = 02 Shirts, 02 Pants OR Per Female Students = 02 Kurtis , 02 Salwar & 02 Dupatta
<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

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<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>S.O. 165</b>	Finance (GF&AR Division) department, government of Rajasthan notification S.O. 165 dated 19.11.2015.
<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.rajabsthan.gov.in/">https://sppp.rajabsthan.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

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### Section-III

#### **NOTICE INVITING BIDS (NIB)**

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

<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>	Supply of uniform to students of Class Upto 8 <sup>th</sup> studying in registered madarasas of Rajasthan
<b>Bid Procedure</b>	Single stage: Two part (envelope) open competitive bid procedure
<b>Estimated Quantity</b>	207242 Set ( One set comprises of Per Male Student = 02 Shirts, 02 Pants and Per Female Students = 02 Kurtis , 02 Salwar & Dupatta as prescribed in Bid Documents)
<b>Bidding document fee</b>	Rs. 5000/- (Rupees Five Thousand Only) (Non-Refundable) in favor of "Rajasthan Madarsa Board" payable at Jaipur,".
<b>RISL Processing Fee</b>	Rs. 2,500/- (Rupees Two Thousand five hundred 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> 18-07-2023 at 05:00 PM <b>End Date:</b> 07/08/2023 at 03:00 PM
<b>Estimated Procurement Cost</b>	INR Rs. 1534 .00 Lakh
<b>Supply Completion Period</b>	120 Days from date of execution of agreement
<b>Place of Delivery</b>	District Head Quarter (DMWO Office ) in Rajasthan
<b>Bid Security and Mode of Payment</b>	<b>Amount (INR):</b> Rs. 7,67,000/- (Seven Lakh Sixty Seven Thousands) (Refundable ) <b>Mode of Payment: Banker Cheque or Demand Draft</b> in favor of "Rajasthan Madarsa Board" payable at Jaipur,
<b>Sample Testing Charges</b>	<b>Rs. 20000/- (adjustable according to actual amount )</b> <b>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> 21/07/2022 <b>Time:</b> 11:30 AM <b>Place:</b> Meeting Hall in Rajasthan Madarsa Board, Shiksha Sankul, J.L.N Marg
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, Processing</b>	07/08/2023 at 01:00 PM



<b>Fee, Sample Testing fee and Sample of Uniform</b>	
<b>Date/ Time/ Place of Technical Bid Opening</b>	<b>Date:</b> 08/08/2023 <b>Time:</b> 11:30 AM <b>Place:</b> Rajasthan Madarsa Board, Shiksha Sankul, J.L.N Marg Jaipur.
<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.

1. The Bid shall only be submitted through online Bidding system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The interested bidders shall have to be enrolled/registered with portal of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for participating in the Bidding process. For details visit website <http://sppp.rajasthan.gov.in> [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) [www.minority.rajasthan.gov.in/Madarsaboard/](http://www.minority.rajasthan.gov.in/Madarsaboard/)

#### **Scope of Bid :-**

Supply of Uniform to students of Class Upto 8<sup>th</sup> studying in registered madarasas of Rajasthan in Quantity of 207242 set Per Set include Male Student = 02 Shirts, 02 Pants and Per set Female Students = 02 Kurtis , 02 Salwar & Dupatta .

1. **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).
2. Before electronically submitting the Bid, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
3. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-Bidding process.
4. 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.
5. 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.
6. **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.
  - d) The Price bid (BOQ) would be opened and considered of only those Bidders who meet the criteria of eligibility.

Secretary  
Rajasthan Madarsa Board  
Jaipur

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## Section-IV

### Technical Specifications of ITEM

#### Specifications of Uniform( under All Type of Garments )

UNIFORM-			
S.No	Class	Boy	Girl
1	1 <sup>st</sup> to 3 <sup>rd</sup> -	2 Shirt + 2 Full Pant	2 Kurta + 2 Salwar
2	4 <sup>th</sup> to 5 <sup>th</sup>	2 Shirt + 2 Full Pant	2 Kurta + 2 Salwar
3	6 <sup>th</sup> to 7 <sup>th</sup>	2 Shirt + 2 Full Pant	2 Kurta + 2 Salwar + 1 Dupatta
4	8 <sup>th</sup>	2 Shirt + 2 Full Pant	2 Kurta + 2 Salwar + 1 Dupatta

#### SPECIFICATION OF FABRIC-

##### For Trouser of Boys

S.No	Parameter	Value
1	Blend % Polyester/viscose	65/35
2	Weight (GSM)	220
3	Reed / Pick	62/54
4	Count	Warp- 2/30 Weft 2/30
5	Weave	Preferably Twill (2/1) or plain
6	Breaking Strength	Warp- 280 Weft- 250
7	Tearing Strength	Warp- 25 N Weft- 18 N
8	Pilling Resistance	4
9	Crease Recover Angle	240
10	Washing Fastness	4 or better
11	Rubbing Fastness	Dry -4 Wet- 3
12	Light fastness	4 or better
13	Colour	Dark grey



**For Shirt of Boys**

S.No	Parameter	Value
1	Blend % Polyester/viscose	65/35
2	Weight (GSM)	120
3	Reed / Pick	108/78
4	Count	Warp- 40 <sup>s</sup> Weft 40 <sup>s</sup>
5	Weave	Plain
6	Breaking Strength	Warp- 180 Weft- 150
7	Tearing Strength	Warp- 12 N Weft- 8 N
8	Pilling Resistance	4
9	Crease Recover Angle	180
10	Washing Fastness	4 or better
11	Rubbing Fastness	Dry -4 Wet- 3
12	Light fastness	4 or better
13	Colour	Surf Blue

**For Kurta of Girls**

S.No	Parameter	Value
1	Blend % Polyester/viscose	65/35
2	Weight (GSM)	120
3	Reed / Pick	108/78
4	Count	Warp- 40 <sup>s</sup> Weft 40 <sup>s</sup>
5	Weave	Plain
6	Breaking Strength	Warp- 180 Weft- 150
7	Tearing Strength	Warp- 12 N



		Weft- 8 N
8	Pilling Resistance	4
9	Crease Recover Angle	180
10	Washing Fastness	4 or better
11	Rubbing Fastness	Dry -4 Wet- 3
12	Light fastness	4 or better
13	Colour	Surf Blue

#### For Salwar of Girls

S.No	Parameter	Value
1	Blend % Polyester/viscose	65/35
2	Weight (GSM)	120
3	Reed / Pick	108/78
4	Count	Warp- 40 <sup>s</sup> Weft 40 <sup>s</sup>
5	Weave	Plain
6	Breaking Strength	Warp- 180 Weft- 150
7	Tearing Strength	Warp- 12 N Weft- 8 N
8	Pilling Resistance	4
9	Crease Recover Angle	180
10	Washing Fastness	4 or better
11	Rubbing Fastness	Dry -4 Wet- 3
12	Light fastness	4 or better
13	Colour	Dark grey

#### For Dupatta of Girls

S.No	Parameter	Value
1	Blend %	100 % Polyester Filament

*[Handwritten signatures and initials]*

2	Weight (GSM)	50	
3	Length	2.0 Mtr	
Size Measurement of Stitched Uniform			
Class	Shirt & Pant	Salwar & Kurta	Dupatta
1 <sup>st</sup>	24	22	-
2 <sup>nd</sup>	26	24	-
3 <sup>rd</sup>	28	26	-
4 <sup>th</sup>	30	28	-
5 <sup>th</sup>	32	30	-
6 <sup>th</sup>	34	32	2 Mtr
7 <sup>th</sup>	36	34	2 Mtr
8 <sup>th</sup>	38	36	2 Mtr

### **Garment Construction**

1. Size of uniform should be as per above number.
2. Sewing Thread - Good Quality 100 % Polyester thread of 125 d tex x 3 must be used for stitching.
3. No Of Stitch- 34 to 40 per dm
4. Stitch should be overlocked
5. Stitch Seam should be French Seam.
6. For Patch Pocket Lapped Seam is required
7. For Cuff Top seamed is required
8. Good Quality Zip, Hook & button should be used
9. 1 Pocket on left side in Shirt for & 2 side pocket in Pant of Boys
10. Shirt Pocket end should be Bartack stitched
11. 2 shoulder flap on each with 1 button in kurta for Girls
12. Rajasthan Madarsa Board logo should be embroidery in navy blue color thread on shirt & Kurta
13. Size Design & location of logo should be as per department sample and buyers requirement.
14. Tolerance +/-5% for all Size measurement & technical specification parameters.
15. Delta E=2.0 (Tolerance) colour Difference.
16. Additional detailed directions / garment specification shall be made available to supplier with the work order.
17. If any bidder require to examine sample of uniform they can visit board office during office timing.



## Section-V

### Instructions to Bidders

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

1. **Scope of Bid :-** Rajasthan Madarsa Board intends to enter into a Contract for Supply of uniform to students of Class Upto 8<sup>th</sup> studying in registered madarsas of Rajasthan as per tentative List of students provided in Bid document.

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) 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,
- 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 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 in English 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 @ 0.5 percent i. e. Rs. 7,67,000/- in accordance with Rule 42 of RTPP Rules and Provision of S.O. 165. 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.
- a) 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.
  - b) The bid security may be given in the form of a banker's cheque or demand draft of a scheduled bank.
  - c) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
  - d) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
    - i. when the bidder withdraws or modifies its bid after opening of bids;
    - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
    - iii. 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;
    - iv. 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.
  - e) No interest shall be payable on the bid security.
  - f) 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 VI
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-2(PDF)
<b>Technical Documents</b>		
6.	Self-Declaration by Bidders	As per Annexure-13(PDF)
7.	Form B as per provisions of SO 165	As per Annexure-8 (PDF)
8.	Statement of Past experience	As per Annexure-4(PDF)
9.	Net worth /Capital Certificate	As per Annexure-5(PDF)
10.	Annual Turnover Certificate along with copy of Audited Accounts	As per Annexure-3 (PDF)
11.	Plant and Machinery Certificate	As per Annexure-6
12.	Manpower Certificate	As per Annexure- 7
13.	Technical undertaking	As per Annexure-10 (PDF)
14.	Financial undertaking	As per Annexure-11 (PDF)
15.	Other Declaration and Undertakings	all other Annexures in Section VIII

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

S.No	Documents Type	Document Format
1.	Financial Bid – Format As per Annexure-19	As per BoQ (.XLS) format available on e-Procurement portal

*[Handwritten signatures and initials]*



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

- a) Bids shall be received online at e-Procurement portal and upto the time and date specified in the NIB.
- b) 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 :-**

- a) 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 ".
- b) 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 :-**

- a) 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.
- b) 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.
- c) 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 and Sample of uniform ( One boy and One girl ) 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 as well as examination of sample as per specification provided in Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the Technical Qualifications, approved sample of uniform 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.

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**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 given for Uniform Set shall be awarded as successful bidder.
- d) Conditional Bids are liable to be rejected.

**25. Correction of Arithmetic 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: -
  - vii. communicated to the concerned bidder in writing;
  - viii. 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 @1% of the amount order value.

C. Performance security shall be furnished in any one of the following forms :-

- a) Deposit through e-GRAS;
- b) Bank Draft or Banker's Cheque of a scheduled bank;
- c) National Savings certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of the bid and formally transferred in the name of procuring entity with the approval of Head Post-master;
- d) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rule for bid-security;
- e) 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.
- a) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- b) Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.
- c) 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.

### **33 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: -
- i) impede enforcement of any law;
- ii) affect the security or strategic interests of India;
- iii) affect the intellectual property rights or legitimate commercial interests of bidders;
- iv) 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 –
  - i. at any time prior to the acceptance of the successful Bid; or
  - ii. after the successful Bid is accepted in accordance with (d) and (e) below.
  - iii. 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.
  - iv. 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.
  - v. 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.
  - vi. 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.
    - a) 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.



- a) 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.
- b) 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.
- c) 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:
- d) 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.

**a. Form of Appeal:**

- I. Every appeal under (a) and (c) above shall be as per Annexure-14 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.

**b. 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.

**c. 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.



- a. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

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## Section VI

### Qualification/Eligibility Criteria

1. A bidder participating in the procurement process shall possess the following minimum qualification/eligibility criteria.

S.No	Basic Requirement	Specific Requirements	Documents Required
1.	Enterprises	The bidder should be a micro or small enterprises situated in Rajasthan and manufacturer of bid item.	The Bidder should submit copy of Udyam registration certificate.
2.	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>or</p> <p>A company registered under Indian Companies Act, 1956</p> <p>or</p> <p>A partnership firm registered under Indian Partnership Act, 1932</p>	Copy of Valid Registration Certificates OR Copy of Certificates of Incorporation OR relevant documents
3.	Financial Turnover	The bidder should have Average Annual turn over equal to at least 50% of estimated bid amount, amounting Rs. 767.00 Lakhs during last five financial year (2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	Copy of audited balance sheet & turn over certificate from CA with CA's registration number, seal & UDIN number should be submitted in prescribed format with bid.
5.	Financial Net worth	The net worth of the bidder as per the last published balance sheet on 31-03-2022 or 31-03-2023 should be Positive.	CA Certificate with CA's Registration Number/ Seal
6.	Technical Capability	The Bidder should have require experience in supply of Garments /Uniform to any Government Department, Undertakings, Board, Corporations and Autonomous bodies of the State/Central Government at least	The bidder should submit work order copy, satisfactorily work completion certificate from the





		single work orders not less than Rs. 615.00 Lakhs or two orders of Rs 537.00 Lakhs each in any one of the past five financial year. year (2018-19,2019-20,2020-21,2021-22,2022-23)	client of supplied Items. Description of performance should be submitted in prescribed Performa given in the bid document.
7.	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
8.	<b>Plant Machinery and Testing equipments-</b>	The Bidder Should have Minimum plant & Machinery like Single Needle Lock Stitch Machine- 60 Nos., Pattern sewing machine-1 Nos. Cutting Table- 1 Nos., Cutting Machine -2 Nos., Screen Printing -1 Nos, Bartack Machine- 1 No. & Embroidery Machine - 1 Nos (12 head or more). installed in the factory for proper manufacturing in sufficient capacity of bid item .	Details should be submitted in prescribed Performa given in the bid document.
9.	<b>Quality management system</b>	The Bidder must submit the latest valid ISO 9001: 2015 certificate and Bidder should have their own registered brand registered with Trade Mark Registry, Govt. Of India. The bidder must have complete quality control over work. It is the bidder's responsibility to supply the uniforms as per tender specifications and tender terms and conditions.	Declaration as per annexure 6
10.	<b>Enterprises working space</b>	The bidder should have sufficient space in the factory for smooth working & to keep raw material, half finished goods & finished goods, for timely manufacturing & supply of bid items. If not sufficient space in the factory, then bidder bid will be not considered..	Bidder should submit Detail on bidder's letterhead covered & uncovered area along with factory area map
11.	<b>Regarding Fabric OEM</b>	Fabric Should be OEKO-TEX Certified. In order to maintain the quality, uniformity & timely supply, Mill must have in house facility of Spinning, weaving & processing under single Pan Card..	Letter of authority from mill, valid OEKO-TEX certificate and proof all three facility must also be submitted with bid
12.	<b>Bid Item Sample</b>	The Bidder should submit sample of Two set (one piece male & one Piece Female Uniform) as per the tender specifications, in the office of Rajasthan Madarsa Board.	Submit scanned copy of such challan with bid as a proof for submission of sample.
13.	<b>Quality assurance lab/testing equipment's</b>	The bidder must have testing equipment in the factory for proper manufacturing in sufficient capacity and quality control of the bid item . Details should be submitted in prescribed Performa given in bid	

*[Handwritten signatures and initials]*



14.	Other Annexures and undertaking	Bidder shall upload all annexures duly signed by authorized signatory as per Section VIII	
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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 form 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.
  - D. The Uniform (All Type of Garments) used for mockup will be inspected by the Purchase committee and shall also be sent for testing to any MOT certified lab Govt. of India or any NABL certified Lab . The cost incurred in providing the sample mockup shall be borne by the bidders and in case if any sample is damaged during the process department may not be accountable for the same.
  - E. Non displaying of sample by eligible bidders will amount to automatic disqualification. Non displaying of sample will mean as if sample are not approved by the Purchase committee and particular bidder shall not be considered for invitation of financial bid.
  - F. Approval of sample of any manufacturer would be only considered as a proof of their Manufacturing ability to timely execute of work & supply quality products as desired by the Purchase committee.
  - G. The eligible Bidder shall arrange visit of the officials to the manufacturing plant/factory of the bidder, if desired by Purchase committee.
  - H. The decision of the Purchase Committee shall be final and binding on all the participating bidders. No dispute/claim whatsoever on account of disapproval, if any, shall be entertained.
  - I. If required, Purchase committee may conduct factory visit at any stage and Inspect plant machinery, testing facilities, capacity of production & entire quantity distribution, qualification criteria original documents Etc. to ensure adequate Plant, machinery, equipment's and other requirements for proper production and Quality control/ in house testing of Uniform. If any information /document submitted in bid is found incorrect the Bidder bid will be rejected and bid security/performance security may be forfeited and Action will be taken according to the RTPP Act- 2012.



## 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.

## **5. 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.

## **6. 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) Delivery:- 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 of 120 Days.
- d) If any difference in size, or missing piece from work order than same shall be replaced by Successful bidder within 15 days. Cost of replacement shall be borne by bidder.



- e) If any uniform found damaged, torn, color faded or deviated from any specification of Work Order than same has to be replaced by Successful bidder within 15 days. Cost of replacement shall be borne by bidder.
- f) 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.

**7. Submission of Samples & Demonstrations :-**

- i. Samples must be submitted of the quoted items free of cost to Procuring Entity as per the specifications or descriptions etc. are mentioned in the bid document. No sample will be accepted after the prescribed period. In the event of non-submission of samples within the prescribed period, the bid shall not be considered and bid security shall be forfeited.
- ii. Sample must be submitted duly marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below: -
  - 1. Name and full address of the Enterprises.
  - 2. "Procuring Item" Quality, date and lot number of manufacturing.
- iii. No change in marking on samples will be allowed after the submission of the sample.
- iv. Sample submission of Procuring item should be as per bid specifications. If the bidder submitted sample is not as per bid specifications then bidder sample will be not considered for bid evaluation & bidders bid will be rejected.

**8. Supply Period and Place of Delivery :-** Completion period of "Procuring Item" shall be 120 days from the date of execution of Agreement. Bidders should be capable of supplying the ordered quantity of "Procuring Item" within days from the date of issue of supply order and delivery should start within 60 days of Agreement and should be completed within 120 days. Supply shall be made at District Minority Welfare offices as per list provided. Supplier shall furnish District wise weekly report of status of supply to the places of supply via e-mail.

**9. 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.

**10. 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.

**11. 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.



## **12. Recoveries from Supplier/ Selected Bidder:-**

- a. Recovery of liquidated damages, short supply, damaged uniforms, rejected uniforms 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.

## **13. 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.

## **14. 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.
- d. 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.
- e. The provision of this clause shall survive completion or termination, for whatever reason, of the contract.

## **15. 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

**16. 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 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 Uniform 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 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.
  - ii. 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.
- c) 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.
- d) 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.

**17. 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.
- c) Packing shall be done size wise and class wise in separate boxes as per number of uniforms. Marking for the same shall be done on boxes.



**18. 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.
- b) The goods will be delivered at the FOR destination in perfect condition.

**19. Transportation:-** The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transportation 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.

**20. Marking on every Item :-** Every Item to be delivered to Madarsas by bidder; should be class wise set, Size and Rajasthan Madarsa Board sticker in the size of 2 inches round.

**“Rajasthan Madarsa Board-Logo”**

No extra charges shall be given on this account.

**21. Inspection :-**

- a) The Purchase Officer or authorized committee or representative shall inspect the supplier's/ selected bidder's premises ,Plant and Machinery etc. 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.

**22. 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.

**23. 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.
- b. 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%

- i. 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.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. \*The percentage refers to the payment due for the associated goods.

#### **24. 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.

#### **25. 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 it's 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.

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.

*[Handwritten signatures and initials]*



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.

**26. 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.

**27. 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.

B. If RMB terminates the contract in whole or in part, amount of PSD may be forfeited.

C. 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.

**D. 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.

**E. 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.

#### **29. 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.

#### **30. 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**

#### **1. 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 of All sets of Uniforms as per scope of work mentioned	120 days from the date of execution of Agreement	Delivery Challan & Delivery Reciept	90% of amount shall be released of district wise bill presented for payment( after deduction of any penalty imposed, if any ). Remaining payment shall be released after satisfactory completion of supply and satisfactory random inspection / checking of supplied items.

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

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

**4.**No Advance Payment shall be made.

**5.** At any time during supply period if required by procuring entity, they may send sample for testing. If any deviation is found beyond specification of item including tolerance then same item will be rejected and penalty shall be imposed.

*[Handwritten signatures and initials]*



**Section VIII**  
**ANNEXURES**

*[Handwritten signatures and initials]*

**SCOPE OF SUPPLY AND DELIVERY LOCATIONS****Estimated total number of Uniform sets :-****Tentative number of Boys Sets :- 109290****Tentative number of Girls Sets :- 99710****District Head Quarter For Supply**

S.No.	District
1	AJMER
2	ALWAR
3	BANSWARA
4	BARAN
5	BARMER
6	BHARATPUR
7	BHILWARA
8	BIKANER
9	BUNDI
10	CHITTORGARH
11	CHURU
12	DAUSA
13	DHOLPUR
14	DUNGARPUR
15	GANGANAGAR
16	HANUMANGARH
17	JAIPUR
18	JAISALMER
19	JALORE
20	JHALAWAR
21	JHUNJHUNU
22	JODHPUR
23	KARALI
24	KOTA
25	NAGPUR
26	PALI
27	PRATAPGARH
28	RAJSAMAND
29	SIKAR
30	SIROHI
31	SWAI MADHOPUR
32	TONK
33	UDAIPUR



**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:

Authorized Signatory: - Seal

of the Organization: -

Mobile Number: \_\_\_\_\_

Email Id: \_\_\_\_\_

Date: \_\_

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

The annual turnover of M/s..... (Name of Firm) and Address..... Has following figures as shown below of the past five financial year's (from 2018-19 to 2022-23) and certified that the Statement is true and correct.

S. No.	Financial years	Annual Turnover
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	
5	2022-23	

Date:

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

Tel. No.

Mob. No

Signature & Seal of the bidder



**STATEMENT OF PAST PERFORMANCE**

To,  
Secretary,  
Rajasthan  
Madarsa Board ,  
Jaipur

Dear sir,

This is to certify that I/ We..... (Name of Bidder) do hereby declaration that The Bidder should have require experience in supply of Garments /uniform to any Government Department, Undertakings, Board, Corporations and Autonomous bodies of the State/Central Government at least single work orders not less than Rs. 550 .00 Lakhs or two orders of Rs 380.00 Lakhs each in any one of the past five financial years (2018-19,2019-20,2020-21,2021-22,2022-23). The bidder should submit work order copy, work satisfactorily completion certificate from the client of supplied Items.

S.N.	Name of the Department, Undertakings, Board, Corporations and Autonomous bodies of the State / Central Governments	Work Order no.	Work Order Date	Work order Amount	Detail description of supplied Items
1					
2					
3					

Place:

Date:

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

(On Chartered Accountant letter head)

**NET WORTH/CAPITAL CERTIFICATE**

This is to certify that the Net worth/Capital of M/s .....  
(Name of Firm) and Address ..... as on  
last day of the preceding financial year 2022-23 Is Rs ..... (Rupees  
.....)

as per statement of computation of even date annexed here to. (Audited balance sheet of financial  
year 2022-23) It is further certified that the computation of Net worth/Capital based on my scrutiny of  
the books of accounts, records and documents, is true and correct to the best of my knowledge as per  
information provided to my satisfaction.

Date:

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

Tel. No.

Mob. No.

Signature & Seal of the bidder





**PLANT AND MACHINERY**

To,  
Secretary,

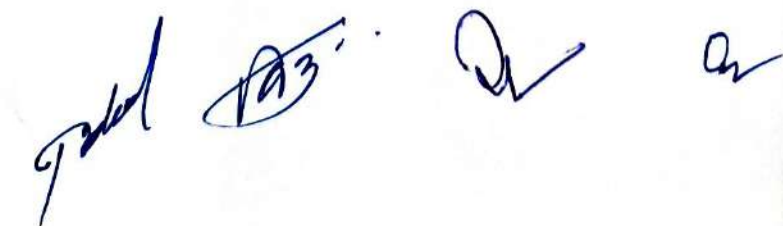
Rajasthan Madarsa Board,  
Jaipur.

Dear sir,

I/ We..... (Name of Bidder) do hereby declaration The Bidder Should have Minimum plant & Machinery like Single Needle Lock Stitch Machine- 60 Nos., Pattern sewing machine-1 Nos. Cutting Table- 1 Nos., Cutting Machine -2 Nos., Screen Printing -1 Nos, Bartack Machine- 1 No. & Embroidery Machine - 1 Nos (12 head or more). installed in the factory and testing equipment's in the factory for proper manufacturing & testing of the bid items in sufficient capacity. These declarations are true and authentic. These can be verified at any time by the procuring Entity.

Place:  
Date:

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



(On Chartered Accountant letter head)

**MANPOWER /PERMANENT EMPLOYED EMPLOYEES CERTIFICATE**

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

..... (Name of Firm) and

Address

..... In month of March  
2023 Is..... (numbers of employed engaged) as per Audited balance sheet of financial  
year 2022-23 and salary sheet of March 2023 is true and correct to the best of my knowledge as per  
information provided to my satisfaction.

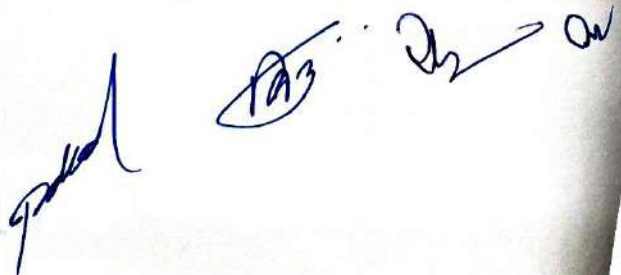
Date:

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

Tel. No.

Mob. No.

Signature & Seal of the bidder





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

**Form B**

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

Residing at.....

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

(A) My/Our above noted enterprise M/s..... has been

Issued Udyam Registration certificate by the MSME Department, District Industries and Commerce Center.....

The Udyam Registration certificate No. is ..... dated.....

And has been issued for manufacture of following items:

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

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

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

Place \_\_\_\_\_

Signature of

Proprietor/ Director Authorized Signatory

With Rubber Stamp and date

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

To,  
Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub:-Short term e-Bid No.05/2023-24

Dear sir,

**Bidder Name.....**

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

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

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

Place:  
Date:

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



**TECHNICAL UNDERTAKING**

To,

Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: - Short term e-Bid No.05/2023-24

Dear sir,

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of All Type of Garments (Uniform) at the rate quoted by me/us at the destinations specified by Madarsa Board and as per Bid document specifications prescribed by the Rajasthan Madarsa Board.

1. I /We shall assure that I/We shall strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the Rajasthan Madarsa Board from time to time.
2. I /we have submitted all qualification criteria documents as required in the bid document.
3. I /We have submitted Bid Security & other charges as mentioned in the bid document.
4. I have submitted one sample of procurement Item.
5. I/We have never blacklisted by Central Government/ any State Government / any Union Territory/State Agency at the time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
6. I/We understand that our bid will liable to be declared non responsive in case of any deficiency in fulfillment of requirement qualification criteria on our part.
7. I/We hereby affirm that the Procuring Entity is at liberty to take action againstme/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Place:

Date:

Signature of Authorized  
SignatoryName and Signature of  
Bidder Designation with seal

The block contains several handwritten signatures in blue ink. There is also a circular stamp with the number '173' inside, and another stamp that appears to be a date '22/05/23'.

**FINANCIAL UNDERTAKING**

To,  
Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: -Short term e-Bid No.05/2023-24

Dear sir

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake Supply of uniform to students of Class Upto 8<sup>th</sup> studying in registered madarasas of Rajasthan as per specifications mentioned in the Bid document at the rate quoted by me/us at the destinations specified by Rajasthan Madarsa Board.

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

I/We shall furnish the prescribed Performance Security amount of 1% on the total value of the supply order, within fifteen (15) days of the acceptance of my our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/our Bid security stand forfeited if I/we fall to furnish the prescribed performance security and also enter into agreement within sfifteen (15) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our performance security or any amount available with the Rajasthan Madarsa Board are liable to be forfeited, award of supply order, contract/ agreement stand cancelled besides blacklisting me/us.

Place:  
Date:

Signature of Authorized  
SignatoryName and Signature of  
Bidder Designation with seal

The block contains three handwritten signatures or initials in blue ink. The first is a stylized signature, the second is a circular stamp or initial, and the third is a signature followed by the letters 'aw'.



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

To,

Secretary  
Rajastha Madarsa Board,  
Jaipur.

Sub: -Short term e-Bid No.05/2023-24

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 behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a

- Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

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



**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

To,  
Secretary,

Rajasthan Madarsa Board,  
Jaipur.

Sub: - Short term e-Bid No.05/2023-24

Dear sir

Handwritten signature and initials in blue ink, including a large stylized 'S' and several smaller marks.

In relation to my/our Bid submitted to. .... For procurement of

..... in response to their Inviting e Bids No.....

..... Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Place

Date

Signature of Authorized  
SignatoryName and  
Signature of Bidder  
Designation with seal





**Grievance Redressal during Procurement Process**

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

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

**(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which, he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

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

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

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

**(3) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate

Authority, as the case may be, in person or through registered post or authorized representative.

**(4) Fee for filing appeal**

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

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

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

*[Handwritten signatures and initials at the bottom of the page]*



FORM No. I

[See rule 83 of RTPP Rule 2013]

On the letter head of the of the Bidder

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

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

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

2. Name and address of the respondent(s)

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

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy) or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal of the representative:
5. Number of Affidavits and documents enclosed with the appeal:
6. Grounds of appeal :

..... (Supported by an affidavit)

7. Prayer:

Place .....

Date .....

**DRAFT AGREEMENT FORMAT**

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

(Here in after called "**the approved supplier**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part.

And

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

1. Whereas "**the approved supplier**" has agreed with "**RMB, Jaipur**" to supply uniform to students of Class Upto 8<sup>th</sup> studying in registered madarsas of Rajasthan to the destinations mentioned in Bid document throughout Rajasthan as per the conditions mentioned in the Bid document at the rate approved by "**RMB, Jaipur**" vide his letter No.....Dated.....
2. Whereas "**the approved supplier**" has deposited a sum of Rs. \_\_\_\_\_ for Performance Bank Guarantee in form of-
  1. Bank Draft/Banker Cheque / UTR No. \_\_\_\_\_ dated \_\_\_\_\_ OR
  2. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security. OR
  3. Fixed deposit receipt (FDR) or Bank guarantee of a scheduled bank. It shall be in the name of RMB, Jaipur on account of "**the approved supplier**", and discharged by the "**the approved supplier**", in advance. "**RMB, Jaipur**" shall ensure before accepting the Fixed Deposit Receipt that "**the approved supplier**", furnishes an undertaking from the bank to make payment/premature payment of the fixed deposit receipt on demand to the "**RMB, Jaipur**" without requirement of consent of "**the approved supplier**", concerned. In the event of forfeiture of the performance security, the fixed deposit shall be forfeited along with interest earned on such fixed deposit.
  4. Performance security furnished in the form specified in the General Terms & Conditions of bid shall remain a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of "**the approved supplier**", including warranty and Guarantee obligations and maintenance and defect liability period.
3. The General Terms & Conditions of Bid No. \_\_\_\_\_ dated \_\_\_\_\_ also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement. Letters Nos. \_\_\_\_\_ received from Bidder and letters Nos. \_\_\_\_\_ issued by "**RMB, Jaipur**" and appended to this agreement shall also form part of this agreement.
4. Wherever the "**bidder**" OR "**successful bidder**" is mentioned in the General Terms & Conditions of Bid should now be read as "**the approved supplier**"



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

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

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

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

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

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

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

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

**Witness: -**

Signature		Signature	
Name		Name	
Address		Address	

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

**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 the following address:



**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 Contractor (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. The 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 fo 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 very 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 from 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 behalf of the Secretary,  
Rajasthan Madarsa Board Signature (Name & Designation)



**Format for Delivery Reciept**

Size Measurement of Stitched Uniform																
Name of Department		Rajasthan Madarsa Board Jaipur.										District-				
Name of Office																
Name of Supplier																
Stock Register Entry With Date		page No. :-										Date :-				
	Class 1 <sup>st</sup>		Class 2 <sup>nd</sup>		Class 3 <sup>rd</sup>		Class 4 <sup>th</sup>		Class 5 <sup>th</sup>		Class 6 <sup>th</sup>		Class 7 <sup>th</sup>		Class 8 <sup>th</sup>	
Boys/ Girls	B	G	B	G	B	G	B	G	B	G	B	G	B	G	B	G
Size (inches)	28	26	30	28	32	30	34	32	34	34	36	36	36	36	36	36
Grand Total																

It is certified that Quantity for the District is received as per above table and it is same as given in work order. All the Uniforms are found in good condition, color and quality.

Signature of Authorized Person  
District Minority Welfare Office  
Name, Designation, Seal

**PRE-BID QUERIES FORMAT** {filled by the bidder on letterhead}

NIB No.:

Date:

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

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

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

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

Company/Firm Contacts:

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

Query/Clarification Sought:

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

**Note:** - Queries must be strictly submitted only in the prescribed format only. Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.



## Price Bid (BOQ)

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

Name of Bidder.....

S. No	Item Description	Qty.	Units	Net rate one Set including all other charges Excluding GST (In Rs.)	Rate of GST as applicable	Amount of GST as applicable	Total Rate one set in Rs.(5+7)	Total Amount in words
1	2	3	4	5	6	7	8	9
1	All Type of Garments (Uniform)	207242 Set	one Set					

### Note:

1. Bidders shall enter name of the firm on BOQ Only.
2. **One set rate shall be applicable for Boys=02 Pants & 2 Shirts or Girls=02 Kurtis & 02 Salwar and dupptta/without dupptta.**
3. Bidders are requested not to edit or change any item or quantity.
4. Rates are to be filled only on BOQ (in.xls format) sheet only.
5. Rate should be quoted one Set (one Table & two Chair), as required in BOQ.
6. Element of the GST should be mentioned separately.
7. All bidders are advised not to wait for last date and submit their Bid at the earliest.
8. 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.
9. The Price bid (BOQ) would be opened and considered of only those Bidders who meet the criteria of eligibility

gpd 103. 22 2

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

te

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

The block contains three handwritten signatures in blue ink. The first signature on the left is a cursive 'S'. The middle signature is a cursive 'R' with a '3' below it. The third signature on the right is a cursive 'R'.