



## E-Bid Document

**"Supply and Installation of Desktop Computers and  
Line Interactive UPS"**  
(Single Stage, Two-envelope Bid System)

**E-Bid Notice No. 4/2019-20**

|                           | Installation of Desktop<br>Computers (Qty. 450) | Line Interactive UPS<br>(Qty. 450)   |
|---------------------------|---|--------------------------------------|
| Estimated cost of Bid     | Rs.180.00 Lac                                   | Rs.22.50 Lac                         |
| Completion Period         | 45 Days   | 45 Days                              |
| Bid form Cost             | 2000/-  | 1000/-                               |
| RISL Processing<br>Fees   | 1000/-  | 1000/-                               |
| Sample Testing<br>Charges | As per Requirement                              | As per Requirement                   |
| Bid Security              | Rs.360000/- (2% of<br>Estimated Cost)           | Rs.45000/- (2% of Estimated<br>Cost) |

**Program for e-Bidding**

| S.No. | Subject   | Date  | Time       |
|-------|---|---|------------|
| 1     | Bid Publishing Date   | 29.07.2019  | 06.00 P.M. |
| 2     | Document Download and submission Start Date   | 31.07.2019  | 04.00 P.M. |
| 3     | PreBid Meeting  | 06.08.2019  | 11.00 A.M. |
| 4     | Submission of Demand Draft/Banker Cheque of<br>Bid Cost, Processing Fees and Bid Security in<br>physical form | 19.08.2019  | 02.00 P.M. |
| 5     | Document Download End Date  | 19.08.2019  | 05.00 P.M. |
| 6     | Bid Submission End Date   | 19.08.2019  | 06.00 P.M. |
| 7     | Technical Bid Opening Date  | 20.08.2019  | 11.00 P.M. |
| 8     | Financial Bid opening Date  | To be intimated after<br>decision of qualified<br>bidders in Technical bid. |            |



Government of Rajasthan  
Rajasthan Madarsa Board Jaipur  
r. S. Radha Krishnam Shiksha Sankul Parisar,  
Jawahar Lal Nehru Marg, Jaipur Phone No. 01412702528, 2702477, 2709715  
Email- [rajmadarsaboard@gmail.com](mailto:rajmadarsaboard@gmail.com) website- [www.minority.raj.gov.in](http://www.minority.raj.gov.in)

**E-Bid Notice No.4/2019-20**  
**"Supply and Installation of Desktop Computers and  
Line Interactive UPS"**

(Single Stage, Two-envelopes Bid System unconditional e-Bids)  
for Supply of "Sports Goods".

| Item No | Name of Article  | Specifications           | Estimated Quantity | Estimated Value of Bid | EMD      | Validity period of Bids | Place of Delivery and Delivery Period                  |
|---------|------------------|--------------------------|--------------------|------------------------|----------|-------------------------|--|
| 1       | Desktop Computer | As mentioned in the bid. | 450                | Rs. 180.00 Lac.        | 360000/- | 90 Days                 | At madarsa Situated in Rajasthan As per List (45 days) |
| 2       | LI UPS           | As mentioned in the bid. | 450                | Rs. 22.50 Lac.         | 45000/-  | 90 Days                 |  |

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.

| S.No. | Subject   | Date  | Time       |
|-------|---|---|------------|
| 1     | Bid Publishing Date   | 29.07.2019  | 06.00 P.M. |
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| 3     | PreBid Meeting  | 06.08.2019  | 11.00 A.M. |
| 4     | Submission of Demand Draft/Banker Cheque of Bid Cost, Processing Fees and Bid Security in physical form | 19.08.2019  | 02.00 P.M. |
| 5     | Document Download End Date  | 19.08.2019  | 05.00 P.M. |
| 6     | Bid Submission End Date   | 19.08.2019  | 06.00 P.M. |
| 7     | Technical Bid Opening Date  | 20.08.2019  | 11.00 P.M. |
| 8     | Financial Bid opening Date  | To be intimated after decision of qualified bidders in Technical bid. |            |

For details visit our website [www.minorityaffairs.rajasthan.gov.in](http://www.minorityaffairs.rajasthan.gov.in) Madarsa Board  
<http://sppp.rajasthan.gov.in> or contact Secretary, Rajasthan Madarsa Board, Dr. S. Radha Krishnam Shiksha Sankul, JLN Marg, Jaipur.

*[Handwritten signature]*





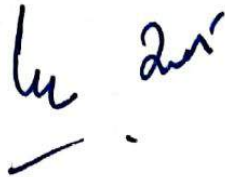
## Terms & Conditions

1. The Bid Document is not transferable under any circumstances. Bid shall be submitted online only through [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.
2. No physical / offline bids shall be accepted.
3. The Bid Security 2% of Estimated Cost shall be in the form of Demand Draft / Banker Cheque of Scheduled Bank drawn in the name of "Secretary, Rajasthan Madarsa Board" payable at Jaipur. Bid Security shall be refundable or adjustable in Performance Security as per the conditions mentioned in the document.
4. Bid Cost Rs. 2000/- For Desktop Computer and 1000/- for Ups (Non Refundable) should be in the form of DD / BC in the name of "Secretary, Rajasthan Madarsa Board" payable at Jaipur.
5. RISL Processing fees Rs. 1000/- Each quoted Item (Non Refundable) shall be in the form of DD/BC of Scheduled Bank drawn in the name of Managing Director, RISL payable at Jaipur.
6. All DD and BC shall be submitted in the office of the Rajasthan Madarsa Board, Dr. S. Radha Krishnam Shiksha Sankul, J.L.N. Marg, Jaipur up to schedule date and time.
7. The other taxes payable if any, as per rules shall be paid by the Bidder.
8. Conditional Bid, casual letters sent by the bidders and any types of physically documents will not be accepted except online submitted documents.
9. The terms & conditions of the Bid may also be seen on the website of Rajasthan Madarsa Board. [www.minority.rajasthan.gov.in/Madarsaboard](http://www.minority.rajasthan.gov.in/Madarsaboard).
10. The Board reserves right to cancel the BID without assigning any reason to the Bidders or anyone else.

Secretary  
Rajasthan Madarsa Board  
Jaipur

**E-Bid Form**  
**"Supply and Installation of Desktop Computers and**  
**Line Interactive UPS"**

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## Section-I

### Definitions

#### **Definitions of the following words given in the bid document should be understood as under:-**

1. Act - Means " The Rajasthan Transparency in Public Procurement Act- 2012"
2. Rule- Means "Rajasthan Transparency in Public Procurement Rules- 2013"
3. Government - Means "Government of Rajasthan"
4. Procuring Entity - Means "Rajasthan Madarsa Board, Jaipur"
5. Procuring Item - Means "Supply and Installation of Desktop Computers and Line Interactive UPS" with the specification mentioned in this bid document.
6. Bidder - Means - Manufacture/Authorized Dealer/Organization/ Company/ Corporation/ Registered /Incorporated in India. Consortium in any form is not allowed. The Bidder shall have the nationality of India who shall be authorized to submit the bid and participate in a procurement process with Procuring Entity"
7. Successful Bidder - Means "the bidder whose price bid considered lowest".
8. Approved Supplier- Means "Bidders who has been awarded the supply order".
9. Supply- Means "Quantity of the item for which orders has been given to bidder from Procuring Entity for supply to him"
10. L1 means – Least Cost Based Selection (LCBS or L1).

**Note:** - General terms and Conditions of bid shall be a part of the agreement. After the agreement, wherever bidder is written in the General terms & conditions of the bid it should be read as "approved supplier".





## Section-II

### Instructions to bidders for online submission of e-Bid

1. The bidder who are interested in bidding can download Bid documents from <http://eproc.rajasthan.gov.in>
2. Bidders who wish to participate in this Bid will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online Bid, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Signature Certificate need not to procure a new Digital Signature Certificate. Contact No. 0141-4022688 (Help Desk 10am to 6pm on all working days) email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in), Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
3. Bidders shall submit their offer on-line in electronic formats both for technical and financial proposals.
4. DD / BC for Bid Fees, Processing Fees, Bid Security should be submitted manually in the office of Biding Authority (Rajasthan Madarsa Board) before scheduled date & time as mentioned in NIB. Scanned copy of the same should be uploaded along with the online Bid.
5. Before electronically submitting the Bid, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
6. Training for the bidders on the usage of e-Bidding system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
7. Bidders are also advised to refer "Bidders Manual" available under "Download" section for further details about the e-Bidding process.
8. Bidders if they so desire any clarification and any doubt in respect of bidding document, may contract to 0141-2702528, 2709715 at Rajasthan Madarsa Board, Jaipur,
9. Tender Document will be published on the State Public Procurement Portal (SPP) - <http://sppp.rajasthan.gov.in>
10. Bidders shall have to enter the documents in the "cover" as per the following order :-

#### (A) Technical Cover

##### (a) In the Fee Cover (in PDF format)

- a. Scanned copy of DD/Banker's Cheque for Bid fee in favor of "Rajasthan Madarsa Board", payable at Jaipur.
- b. Scanned copy of DD/Banker's Cheque for Bid Security in favor of "Rajasthan Madarsa Board", payable at Jaipur.
- c. Scanned copy of DD/Banker Cheque for Processing Fees in Favor of MD, RISL, payable at Jaipur.

##### (b) In the Technical document cover (in PDF format)





**Section-III**  
**"Technical Specification of Items"**

| Desktop          |  |
|------------------|--|
| Parameter        | Technical Features   |
| Processor        | Intel Core i3 (8th generation 4 Core) processor , Min 3 GHz and 6 MB Cache   |
| Chipset          | Compatible Chipset for Intel with HD Graphic   |
| Memory           | 8 GB DDR4 RAM , 2400 MHz   |
| Storage          | 1 TB 7200 Serial ATA HDD   |
| Monitor          | OEM 19.5 inch display TFT LED IPS Digital Colour Monitor With Resolution TCO 7 Certification   |
| Accessories      | Standard Microphone, Patch Cord (2 Mts), Dust cover for CPU, Monitor, Keyboard   |
| Bays             | Min 2 Numbers  |
| Keyboard -Mouse  | OEM USB Keyboard & 2-Button Optical Scroll Mouse with mouse pad  |
| Cabinet          | Micro ATX / Minitower  |
| I/O Ports        | 1 PS2 Ports, 6 USB Port (Min 2 ports in the front & min. 2 Port of USB 3.0) ports, 1 Headphone (front), Microphone(front), Line in, Line out, 1 VGA Port, 1 HDMI |
| Network          | 10/100/1000 on board integrated network port/Wired Ethernet, Wi-fi 802.11x   |
| Slots            | Minimum 1 x16 PCI Express, 1 x1 PCI Express  |
| Graphics         | Integrated HD Graphic  |
| Operating System | Windows 10 Professional  |
| Certifications   | ENERGY STAR 5.0 Certified, Windows Certified, Should be in Top 5 Companies, Worldwide in Unit Wise Market Share of Traditional PC Shipments                      |
| Warranty         | 3 Years Comprehensive Onsite Comprehensive   |



| UPS                  |  |
|----------------------|--|
| Parameter            | Min. Specifications  |
| Type                 | 1KVA Line Interactive UPS; Including additional accessories like Wall Mount Cabinet/ Stand and power cable, PVC Casing/Conduit, Power Socket/switch for connection of the UPS with local Power source as per requirement |
| Certification        | BIS  |
| Battery              | Min 216 VAH  |
| Output Power factor  | 0.7  |
| Degree of Protection | IP-21  |
| Warranty             | 3 years (2 Year on Battery)  |
|                      |  |

**Note:** "Manufactures should guarantee that the products being manufactured by them and/or the components being used for the manufacture of such products and/or the facilities being used for the manufacturing of such products conform to the basic parameters which restrict and protect the environment and the living beings who use these products from any type of hazardous emission, touch, feel, contact of any type, that could cause any type of discomfort to the living beings of cause the depletion of the environments (atmospheres) protective layers. All the hardware equipments supplied/ installed have to be environmental friendly".



**Section – IV**  
**Qualification Criteria for Technical Bid.**

The manufacturer/Authorized Dealer of Desktop Computer and LI UPS shall participate in bid. Bidders shall fulfill the following qualification criteria in Technical Bid. In case of failure in fulfilling the qualification criteria; the bid shall be rejected. The bidder should have following Qualification:-

|    | Basic Requirement             | Specific Requirement   | Documents Required  |
|----|-------------------------------|--|---|
| 1. | Legal Entity                  | The bidder should be a Manufacture/Authorized Dealer/organization/company/corporation/ registered incorporated in India. Consortium in any form is not allowed. The Bidder shall have the nationality of India.  | 1. In case bidder is a company:<br>-Certified copy of the Certificates of Incorporation for companies issued by the registrar of Companies and Memorandum & Articles of Association.<br>2. In case the bidder is a registered society: - Certified copy of Registration Deed with objects of constitution of society.<br>3. In case the bidder is a corporation: - Authenticated copy of the parent statute.<br>4. In case the bidder is a Firm: - Certified copy of the Registration Deed. |
| 2. | Regarding Work Experience     | The bidder must have successfully completed at least One supply order of similar item(s) amount not less than <b>1 crore</b> of Bid value upto 30.06.2019 OR Two supply order of not less than <b>60-60 lakh</b> any Past financial years in any government department/ autonomous body/Board corporation etc. | Work Order/ Agreement/ Completion Certificate from the concerned Department.<br><b>Annexure A</b>   |
| 3. | Regarding Turnover            | The tenderer should have minimum net average turnover not less than <b>4 crore</b> for the last three Financial Years (2015-16, 2016-17 and 2017-18).  | Audited Balance Sheets, Profit and Loss Account of last three years along with CA Certificate with CA's Registration Number and Seal. <b>Annexure B</b>   |
| 4. | Tax Registration Certificates | "The bidder should have a valid registration number of:<br>1. GST where his business is located.<br>2. PAN Number<br>The bidder should have cleared his Tax dues, if any to the State Government/Central Government."  | 1. Copies of relevant registration certificates of GST and PAN<br>2. Certified copies of the last return filed for GST.<br>Certificate from CA stating that no Tax due to the State Government/Central Govt.  |



|    |                       |   |   |
|----|-----------------------|---|---|
| 5. | Certification         | <ol style="list-style-type: none"><li>1. The bidder must possess a valid ISO 9001:2008 certification as on date of submission of the bid and a copy of the same should be enclosed with the Technical bid.</li><li>2. The manufacturer of the product (OEM) for related hardware, software etc should possess the valid ISO certification as on date and related certificates.</li></ol>  | Copies of valid certificates and Authorization certificates. The bidder should enclose relevant photocopies of these certificates, catalogues, brochures. Authorization Certificates etc. in the Technical Bid. |
| 6. | Mandatory Undertaking | <p>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:</p> <ol style="list-style-type: none"><li>1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;</li><li>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;</li><li>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;</li><li>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;</li><li>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;</li></ol> | A declaration on Rs. 100/- non judicial stamp paper as per Annexure - K   |





|     |   |   |   |
|-----|---|---|---|
| 7.  | Bill of Material (Make & Model)           | The tenderer will indicate the exact make and model in the technical bid so that their performance eligibility could be assured as per specifications mentioned in this tender. Tenderer would supply only those makes and models which have been accepted during technical evaluation. No other make and model will be supplied which is not quoted or not approved. | A declaration on Rs. 100/- non judicial stamp paper as per Annexure-O |
| 8.  | Authenticity of Equipments - No Deviation | Required  | As per Annexure-C   |
| 9.  | POA                                       | General Power of Attorney/Board of Directors Resolution/Deed of Authority executed in favor of person(s) authorized to sign the bid document and the contract and all correspondence/document thereof.  | As per Annexure-G   |
| 10. | Annexure                                  | Each pages of NIB & its all annexure has to be duly signed with seal & uploaded . The Bidder should submit All annexure with necessary Document etc as mentioned in the bid.  | Annexure A to O   |

**Note:-**

Price bid (BoQ) of only the qualified bidders in Technical bid shall be opened.



**Section-V**  
**CHECK LIST FOR TECHNICAL BID**

| S. No | Basic Requirement             | Specific Requirement   | Enclosed (Yes/No) | Page No |
|-------|-------------------------------|--|-------------------|---------|
| 1.    | Legal Entity                  | The bidder should be a firm/ organization/ company/ corporation/ registered/incorporated in India. Consortium in any form is not allowed. The Bidder shall have the nationality of India.  |                   |         |
| 2     | Regarding Work Experience     | The bidder must have successfully completed at least One supply order of similar item(s) amount not less than 1 crore of Bid value upto 30.06.2019 OR Two supply order of not less than 60-60 lakh any Past financial years in any government department/ autonomous body/Board corporation etc.   |                   |         |
| 3.    | Regarding Turnover            | The tenderer should have minimum net average turnover not less than 4 crore for the last three Financial Years (2015-16, 2016-17 and 2017-18).   |                   |         |
| 4.    | Tax Registration Certificates | "The bidder should have a valid registration number of:<br>1. GST where his business is located.<br>2. PAN Number<br>The bidder should have cleared his Tax dues, if any to the State Government/Central Government."  |                   |         |
| 5.    | Certification                 | 1. The bidder must possess a valid ISO 9001:2008 certification as on date of submission of the bid and a copy of the same should be enclosed with the Technical bid.<br>2. The manufacturer of the product (OEM) for related hardware, software etc should possess the valid ISO certification as on date and related certificates.  |                   |         |
| 6.    | Mandatory Undertaking         | 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:<br>1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity; |                   |         |





|     |   |  |  |  |
|-----|---|--|--|--|
|     |   | <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> |  |  |
| 7.  | Bill of Material (Make & Model)           | The tenderer will indicate the exact make and model in the technical bid so that their performance eligibility could be assured as per specifications mentioned in this tender. Tenderer would supply only those makes and models which have been accepted during technical evaluation. No other make and model will be supplied which is not quoted or not approved.  |  |  |
| 8.  | Authenticity of Equipments - No Deviation | Required   |  |  |
| 9.  | POA                                       | General Power of Attorney/Board of Directors Resolution/Deed of Authority executed in favour of person(s) authorized to sign the bid document and the contract and all correspondence/document thereof.  |  |  |
| 10. | Annexure                                  | Each pages of NIB & its all annexure has to be digitally signed & uploaded. The Bidder should submit All annexure with necessary Document etc as mentioned in the bid.   |  |  |



## Section-VI Details of Bidder

|  |  |  |
|--|--|--|
| 1.                                       | Name of the Bidder   |  |
| 2.                                       | Telephone No.  |  |
| 3.                                       | Mobile No.   |  |
| 4.                                       | Email ID   |  |
| 4.                                       | Office Address of the Firm   |  |
| 5.                                       | Constitution of the Bidder whether Proprietorship/ Partnership/ Company/ Cooperative Society/Federation /consortium  |  |
| a)                                       | <b>In case of Proprietorship Firm</b>  |  |
|  | Name, Fathers Name and Residential Address of the Proprietor.  |  |
| b)                                       | <b>In case of Partnership Firm</b>   |  |
|  | Name, Fathers Name and Residential Address of all the Partners.<br>Note: (Enclose the Registration Certificate from the Registrar of Firms or its attested copy/photocopy of Partnership Deed & authority deed (Attach separate sheet if space is insufficient). |  |
| c)                                       | <b>In case of Company</b>  |  |
| i)                                       | Regd. 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 OF BIDDER</b>  |  |
|  | Name of Bank   |  |
|  | Name of Branch   |  |
|  | Bank Branch IFSC Code  |  |
|  | Account Number   |  |
| 7)                                       | GST Nos. (along with copy of certificate)  |  |
| 8)                                       | PAN No. of the Bidder<br>(Enclose a certified copy of the same)  |  |
| 9)                                       | Bid Security of Rs. _____/- deposited vide DD/B.C No. _____ dated _____ drawn on _____.(Name of Bank & Branch).  |  |
| <b>Signature of the Bidder with Seal</b> |  |  |
| (Name: _____)                            |  |  |
| (Designation: _____)                     |  |  |

\*In case of authorized representative signing this document enclose copy of the Authority letter.





## Section-VII

### General terms & conditions of e-Bid

**Important Instructions:-** The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" and "Rajasthan Transparency in Public Procurement Rules, 2013" and Rajasthan Gazette Notification of Finance Department dated 19 November, 2015 under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules this Bidding Document, the provisions of the Act and the Rules shall prevail. However, wherever additional provisions are given in the document to safe guard in the interest of government. The provisions of document shall prevail.

BIDDERS SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY WITH IT STRICTLY WHILE SUBMITTING THEIR BIDS. IF THE BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE BID NOTICE / CATALOGUE; HE SHOULD REFER THESE TO THE SECRETARY, RAJASTHAN MADARSA BOARD, JAIPUR BEFORE SUBMITTING BIDS AND OBTAIN CLARIFICATIONS. THE DECISION OF THE SECRETARY, RAJASTHAN MADARSA BOARD, JAIPUR SHALL BE FINAL AND BINDING ON THE BIDDER.

#### THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

1. PreBid Meeting Time 11.00 am at Rajasthan Madarsa Board Bhawan, Shiksha Sankul parisar J.L.N Marg Jaipur.
2. E-Bid is invited from firm/ organization/ company/ corporation/ registered/incorporated in India.
3. Bidder should submit relevant documents as mentioned in Qualifying Criteria, Check List of Technical Bid & other document information required in the bid document.
4. The Technical scrutiny committee of Rajasthan Madarsa Board may ask for original copy of any of the documents submitted by the bidder online to verify its authenticity.
5. Bidder should submit bid form with signature & seal on each page.
6. No Bid will be accepted after due date & time fixed for receiving of Bid.
7. The Rajasthan Madarsa Board reserves the right to reject any or all the Bids without assigning any reason thereof.
8. Validity of bid offer shall be 90 Days from the opening of Technical Bid.
9. Bids shall be submitted to Rajasthan Madarsa Board through [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)
10. Before the last date for the receipt of bid, Rajasthan Madarsa Board may amend any of the bid conditions, as may be desired and if such amendments is absolutely necessary the same shall be communicated to intending bidders through website [www.minorityaffairs.rajasthan.gov.in/](http://www.minorityaffairs.rajasthan.gov.in/) Madarsaboard and <http://sppp.rajasthan.gov.in>
11. Bidder who are black listed by the Government of India/any State Government/ any union Territory/ Govt. Agency are not entitled to file the Bid. If the bidder enterprises already blacklisted files a Bid in "Benami" name, the Bid shall stand rejected apart from forfeiture of Bid Security furnished.
12. Bid should not be submitted for the "Procuring Item" for which the bidder enterprise has been blacklisted / banned / debarred either by Bid Inviting Authority or Govt. of Rajasthan or by any other State / Central Govt. and its agencies. This also applies to the firm/company for its Allied /sister enterprises firms and units. The enterprises concern/company/firm which stand blacklisted/ banned / debarred either by Bid Inviting Authority or Govt. of Rajasthan or by any other State/Central /UT Government on the date of bid submission shall not be eligible to participate in the bid.
13. Documents as per the directions given in the bid document must be attested by Notary public. Un-attested copies of such documents will not be considered valid.
14. All documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.





15. Bid will be liable for outright rejection if:-
  1. Any rates are disclosed in Technical Bid.
  2. Any discounts/special offers are made in Technical Bid.
16. In event of Bid being submitted documents as per law by proprietary enterprises, the bid must be signed by sole proprietor. In event of a partnership enterprises, the bid must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in case of enterprises Pvt. Ltd/Ltd, the bid must be signed by authorized signatory as the manner laid down in the board resolution & Articles of Association.
17. Any change in the Constitution of the Bidder shall be notified forthwith by the bidder in writing to Procuring Entity and such change shall not relieve any former member of the Bidder enterprises from the liability under the contract. No new partner/partners shall be accepted in the Firm by the bidder in respect of the contract unless he/they agree to abide by all its terms and conditions and submit to Procuring Entity, a written agreement to this effect. The bidder's receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.
18. No paper should be detached from the Bid document; the hard copy of bid documents shall be filled with ink or typed. The Bidder shall sign with seal on every page of the bid document and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents except BoQ. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
19. Any change or insertion of any other condition or stipulation in the terms & condition of bid document is not allowed and if so found, shall render the Bid to the rejection without notice.
20. **WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**  
A bidder may withdraw, substitute, or modify its bid after it has been submitted in accordance with the online procedure of bid i.e. e-procurement within the time date limit schedule. But No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bid.
21. **COMPLETION PERIOD:-**  
Completion period of "Procuring Item" shall be 45 days from the date of issue of supply order. Bidders should be capable of supplying the ordered quantity of "Procuring Item" within 45 days from the date of issue of supply order and delivery should start within 10 days of the date of supply order and should be completed within 45 days.
22. **PLACES OF DELIVERY**  
Ordered quantity of "Procuring Item" as per specifications delivered At Madarsa situated in Rajasthan As per List.
25. **BID SECURITY-**
  - (a) Every Bid should be accompanied by Bid security @ 2% of estimated cost of bid. Necessary document in this regard should be submitted with the bid. The bid security should be given by DD/BC in favour of "Secretary, Rajasthan Madarsa Board" payable at Jaipur only. The bid security must remain valid up to one year from the last date of submission of bid. In case of unsuccessful bidder bid security will be returned after the successful bidder executes the agreement. Bid security will not carry any interest.
  - (b) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
  - (c) The bid security of unsuccessful Bidder shall be refunded soon after finalization of the Bid.
  - (d) The bid security deposit lying with the Board in respect of other Bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security for the fresh Bid. The bid security may, however, be taken into consideration in case Bids are re-invited for the same item.
  - (e) No interest will be paid on Bid Security by the Procuring Entity.





**26. FORFEITURE OF BID SECURITY**

The Bid Security taken from a bidder shall be forfeited in the following cases, namely: -

1. when the bidder withdraws or modifies its bid after opening of bid.
2. when the bidder does not execute the agreement, if any, after placement of supply order within the specified period.
3. when the bidder fails to commence the supply of the goods as per supply order within the time specified;
4. when the bidder does not deposit the performance security within specified period after the supply order is placed; and
5. If the bidder breaches any provision of code of integrity prescribed for bidders.

**27. CLARIFICATION OF BIDS**

To assist in the examination, evaluation, comparison and qualification of the Bids, the Bid evaluation/Purchase committee may, at its discretion, ask any Bidder for a clarification regarding online submitted document but any types of new document will not be accepted.

**28. NON-MATERIAL NON-CONFORMITIES IN BIDS**

Before opening the Price Bid (BOQ), the Bid evaluation/Purchase committee may -

- 1- Waive any nonconformities in the Bid that do not constitute a material deviation, reservation OR omission, the Bid shall be deemed to be substantially responsive.
- 2- Request the Bidder to submit the necessary information OR document like audited statement of accounts, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 3- Rectify non-material OR non-conformities OR omissions on the basis of the information OR documentation received from the Bidder under sub-rule (2).

**29. OPENING OF BIDS**

- 1- Technical Bids filled, will be opened as per scheduled date & time
- 2- If the date fixed for opening of Bids happens to be Govt. holiday, the Bids filled online shall be opened on the next working day at the same time specified above.
- 3- The Price Bid (BOQ) of the qualified bidder in Technical bid shall be opened.
- 4- Rate offered by the qualified bidder will be taken into consideration to arrive at lowest rate (total value of items) offered by the bidders viz L1, L2 and so on.
- 5- After the conclusion of Price Bid opening (BOQ) the lowest offer of the Bidder may be considered for negotiations if necessary as per rules and rate arrived after negotiations is declared as L-1 rate for an item for which the Bid has been invited.
- 6- The rate accepted is for the supply of bided quantity in all respects. Any request for revision of the rate due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stand rejected.
- 7- Board reserves the right to reject any or all the Bids without assigning any reasons whatsoever and the decision of Procuring Entity in this regard is final and Binding on the Bidder and cannot be called into question.

**30. CORRECTION OF ARITHMETIC ERRORS**

Provided that a price bid (BOQ) is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

1. 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 Procuring Entity 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.
2. 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; and.
3. The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made written in figures and words clearly and initialed with dates.
4. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.





### 31. RATES:

The bidder should be quoted rates as per bid document. Rate must be valid for the entire period of the bid and must be offered conforming to the following: -

- 1- The rate must be inclusive of all charges by way of packing, forwarding, handling, incidental or transit charge including transit insurance and any other levies or duties etc. charged on the product.
- 2- Only **GST should be shown separately in the BOQ.**
- 3- If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- 4- The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made written in figures and words clearly and initialed with dates.
- 5- The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the Bid and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.

### 32. PERFORMANCE SECURITY (P.S.)

- 1- The amount of performance security shall be 5% of the amount of supply order.
- 2- Performance Security shall be furnished in any one of following forms within One week from the date of supply order:-
  - (a) Through DD/BC in favour of "Secretary Rajasthan Madarsa Board" payable at Jaipur Or
  - (b) 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 bid security clause. Or
  - (c) Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of Procuring Entity on account of bidder, and discharged by the bidder, in advance. Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that bidder, furnishes an undertaking form the bank to make payment/premature payment of the fixed deposit receipt on demand to Procuring Entity without requirement of consent of 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.
- 3- Performance security furnished in the form specified in clause (b) & (c) of sub-rule (3) shall a period of as per norms.
- 4- Bid Security deposited earlier in this bid will be adjustable towards performance security as per norms.
- 5- If Bidder fails to furnish the Performance Security Deposit within the time specified, the Bid Security shall stand forfeited besides recovery of consequential losses, if any, sustained by Procuring Entity apart from cancellation of award of supply agreement and debarring of the Bidder.
- 6- No interest will be paid on the performance security by Procuring Entity.

### 33. FORFEITURE OF PERFORMANCE SECURITY

Performance Security amount in full or part may be forfeited in the following cases:

- 1- When any terms and conditions of the agreement are breached by the bidder.
- 2- When the Bidder fails to make complete supply satisfactorily.
- 3- Notice of reasonable time will be given in case of forfeiture of performance security. The decision of the Procuring Entity, in this regard shall be final.

### 34. AGREEMENT/CONTRACT

Agreement/Contract should be executed with the bidder, whose bid has been considered for supply order. An agreement should be executed immediately by furnishing the Performance Security as prescribed One week (7) days as per the terms & conditions on Rs.500/- non judicial stamp paper. In the event of failure to execute the agreement, the





Performance security OR Bid Security as the case may be stand forfeited apart from cancellation of supply order besides debarring of the Bidder and Procuring Entity is entailed to collect liquidated damages if any from the Bidder for his failure to comply with the terms and conditions of the Bid. Delay may be condoning by Procuring Entity.

**35. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**

1. At the time of award of supply order, the quantity of "Procuring Item", originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guarantee against bid quantity. The Bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual requirement during the Rate contract/ Rate agreement period.
2. 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 compensation or relaxation except otherwise provided in the conditions of contract.
3. However a bidder is bound to supply up to the quantity indicated by him in bid document, considering the total production capacity & capacity dedicated to Procuring Entity. Moreover, the actual supply beyond Bid quantity may be made keeping in view the supply commitment of bidder to Procuring Entity.
4. Additional quantity may be procured during the contract period. As per Rule.

Procuring Entity does not guarantee any volume of quantity at any given time and the decision in this regard would be final, binding on the bidders and shall not be called into question by any bidder. Procuring Entity reserves sole discretion in the matter.

**36. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDERS AT THE TIME OF AWARD:**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However when it is considered that the quantity of the subject matter of procurement to be procured is very large and procuring item it may not be in the capacity of the bidder whose bid is accepted to manage the entire quantity production or to the entire quantity distribution. or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidders, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

**37. PARALLEL CONTRACT/ AGREEMENT**

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

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





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

**38. TERMINATION OF CONTRACT ON BREACH OF CONDITIONS:**

- 1- In case the bidder fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the bidder as Security Deposit and cancel the agreement.
- 2- Procuring Entity reserves the right to terminate without assigning any reasons therefore the Agreement either wholly or in part without any notice to the bidder. The bidder will not be entitled for any compensation whatsoever in respect of such termination of the Agreement by Procuring Entity.

**39. PACKING OF "PROCURING ITEM"**

Supplied Items should be delivered in good packing to protect the item in Transit.

**40. PACKING & INSURANCE**

The goods shall be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the suppliers and the Procuring Entity shall not be required to pay any such charges, if incurred.

**41. INSPECTION**

1. The procuring item shall be supplied according to specifications provided in the bid document and shall be inspected by the authorized person/agency of Procuring Entity randomly. The inspection and testing of the material may be got done by any Inspecting agency at site. The supplier shall provide all facilities free of cost for testing.
2. If the material is found below specifications or defective, procuring items shall not accept the procuring item and notify the defects to the firm. The firm shall be bound to replace the defective goods after inspection or remove defects as desired by Procuring Entity.

**42. FURNISHING INFORMATION**

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

**43. ACCEPTANCE OF STOCKS**

- 1- Bidder should deliver "Procuring Item" at specified destinations. In the event of supply of stock not conforming to specifications such stocks are liable for rejection.





- 2- Only good quality of "Procuring Item" strictly conforming to specifications as detailed in the bid document will be accepted.
- 3- "Procuring Item" not conforming to specifications stands liable to rejection and it is the responsibility of the supplier to lift back the rejected stock immediately.

**44. PAYMENT PROVISIONS**

- 1- The payment of the as per supplied items as per the rate accepted will be made to the supplier for quantity of items supplied as per bid specifications will be as follows:
  - a. 80% of payment may be released after submission of proof of supply in form of receipt taken from duly signed & sealed by Madarsa Authorities. Format of Receipt is given in the bid document *Annexure - P.*
  - b. 20% of due payment will be released Technical Committee after random checking as per approved supplied items
- 2- No advance payment towards costs of "Procuring Item" will be made to the Bidder.
- 3- If at any time during the period of agreement, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
- 4- If any rules, circulars, orders of Government of Rajasthan/Central Government asked to deduct any tax/amount from the payment that shall be deducted from payments of bidder in respect of supply.

**46. REPLACEMENT CLAUSE:-**

- 1- The Bidder shall give guarantee that the "Procuring Item" supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the "Procuring Item" to be supplied and that not with standing the fact that the Procuring Entity may have inspected and /or approved "Procuring Item" as per technical specifications, the "Procuring Item" be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of Procuring Entity in that behalf will be final and conclusive Procuring Entity will be entitled to reject the "Procuring Item" or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection "Procuring Item" will be at the bidder's risk and all the provisions relating to rejection of "Procuring Item", shall apply. The Bidder shall, if so called upon to do so replace the "Procuring Item" or such portion thereof as is rejected by the Procuring Entity, or its authorized official. Otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of Procuring Entity in that behalf under this contract or otherwise.
- 2- The Bidder shall also replace "Procuring Item" in case it is found defective / substandard.
- 3 -In case, any item supplied by the bidder does not conform to the required standard, the payment thereof, if received by the bidder shall have to be refunded to Procuring Entity. The bidder will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test. It may be noted that supply of "Procuring Item" less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under the rules.

**47. FALL CLAUSE:**

The price charged for the "Procuring Item" supply under the agreement by the successful bidder/bidders shall in no event exceed the lowest price at which the successful bidder sells the "Procuring Item" of identical description to any other person in the state (zone of state specified in financial bid) during the period of contract.

- 1- If at any time, during the said period of Rate agreement in the State of Rajasthan the bidder reduces the sale price of such "Procuring Item" or sells such "Procuring Item" to any other person at a price lower than the price chargeable under the contract he shall forthwith notify such reduction of sales to the Procuring Entity and the price

*[Handwritten signatures]*



payable under the contract for the "Procuring Item" supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced. The successful Bidder shall furnish certificate in the manner required by Procuring Entity to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.

- 2- The successful Bidder (s) shall endorse a certificate on each bill to the effect that the price conditions referred to above has been satisfied.
- 3- The existing rate contract may be extended for a period not exceeding three months OR for Mutually agreed period.

**48. LIQUIDATED DAMAGE:**

1. The time specified for delivery in the bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from Procuring Entity.
2. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply :-

|    |  |      |
|----|--|------|
| a. | Delay up to one fourth period of the prescribed Delivery Period            | 2.5% |
| b  | Delay exceeding one fourth but not exceeding half of the Prescribed D/P    | 5%   |
| c  | Delay exceeding half but not exceeding three- fourth of the Prescribed D/P | 7.5% |
| d  | Delay exceeding three fourth of the prescribed D/P                         | 10%  |

3. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
4. The maximum amount of liquidated damage shall be 10%.
5. If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
6. Procuring Entity may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control; such reasons shall be recorded while providing extension.
7. In the event of failure to supply the ordered quantity, by the successful Bidder within the stipulated time, Procuring Entity reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid system at the risk and cost of such supplier and such supplier is liable and responsible to make good the financial loss sustained by Procuring Entity. If the rate is cheaper the benefit will not accrue to the defaulter bidder/supplier.
8. Procuring Entity reserves the right to charge penalty as decided by Procuring Entity or withhold payment for any unsatisfactory stocks supplied by the supplies without prejudices to other rights and the decision of Procuring Entity is final and cannot be called into question. The supplier is liable to reimburse/compensate the Procuring Entity or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
9. Notwithstanding anything contained in the terms and conditions of this Bid the Procuring Entity is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position.
10. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case Supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to







purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the Board.

**49. BLACKLISTING AND RECOVERY OF LOSSES**

In the event of failure by the Bidder at any stage of Bid process the Bid Security or Performance Security or Bills of supply will be forfeited apart from cancellation of award of contract and blacklisting of the firm/Bidder.

**50. RECOVERIES CLAUSE**

1. Recoveries of liquidated damages, short supplies, and rejected/substandard goods shall ordinarily be made from the bills. Such amount may also be recovered from any other untied dues & security deposits available with department /government. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
2. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the Procuring Entity can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with Procuring Entity against previous rate contract/supply orders. Firm shall submit details of pending amount lying with Procuring Entity but decision of Procuring Entity regarding authenticity of sum payable shall be final.

**51. SUBLETTING**

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

**52. INDEMNITY**

The Bidder indemnifies Procuring Entity against all claims which may arise in supply of inferior and low quality of "Procuring Item" not conforming to specifications prescribed.

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

Any person participating in a procurement process shall-

- a) 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;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) 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.

**54. CONFLICT OF INTEREST:**

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

A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representative for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or





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

**55. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:**

The Designation and address of the First Appellate Authority is **Principal Secretary, Minority Affairs Department Rajasthan Govt. Secretariat, Jaipur.**  
The Designation and address of the Second Appellate Authority is **Finance Department, Govt. Secretariat, Jaipur.**

**Filing an appeal:**

1. 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 a 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.
2. The Officer to whom an appeal is filed under Para (i) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it off within thirty days from the date of the appeal.
3. If the officer designated under Para (i) fails to dispose off the appeal filed within the period specified in Para (ii), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (ii) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
4. **Appeal not to lie in certain cases**  
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
  - (a) Determination of need of procurement;
  - (b) Provision limiting participation of Bidders in the Bid process;
  - (c) The decision of whether or not to enter into negotiations;
  - (d) Cancellation of a procurement process; Applicability of the provisions of confidentiality.

**5. Form of Appeal**

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





**6. Fee for filling appeal**

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

**7. Procedure for disposal of appeal**

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

**56. SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

**57. ARBITRATION**

In case of any dispute arising between the bidders and the Procuring Entity, the Joint Secretary, Minority Affairs Department, Jaipur will act as the arbitrator, and the decision of the arbitrator shall be final and binding on all the parties concerned.

**58. JURISDICTION**

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

**59. FORCE MAJEURE**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**60. SUBMISSION OF ORIGINAL TECHNICAL BID-**

Bidder, whose offer has been accepted, should submit original technical bid along with all relevant documents to the office of Rajasthan Madarsa Board, which are uploaded at the time of online submission of bid.

Secretary  
Rajasthan Madarsa Board  
Jaipur



### PRICE BID(BoQ)

Price bid should be quoted per unit wise inclusive of cost of packing Cost of Transportation to specified destinations. Only GST should be shown separately.  
The bidder shall quote only one rate per item (i.e. separately every item).

Name of Bidder.....

| Sl. No. | Item Description | Required Quantity | Unit | Net Rate Per Unit (In Rs.) | GST | Total Rate per Unit in RS.(5+6) |
|---------|------------------|-------------------|------|----------------------------|-----|---------------------------------|
| 1       | 2                | 3                 | 4    | 5                          | 6   | 7                               |
| 1.      | Dekstop Computer | 450               | Each |                            |     |                                 |
| 2.      | LI UPS           | 450               | Each |                            |     |                                 |

#### Note:

1. LI means Item wise rate quoted lowest.
2. The rate should be quoted only in Indian Rupee on e-procurement website in BOQ format (should not be given in physical mode).
3. In case of Discrepancy between the prices quoted in words and Figures, lowest of the two will be considered.





**Annexure-A**

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

**EXPERIENCE OF SUPPLY OF Dekstop Computer and LI UPS**

I/ We..... (Name of Bidder) do hereby undertake that I/We have supplied equipments as per details given below and also do submit herewith single work Order **1 crore** or Two order **60-60 lakh** as per of the bid terms and conditions. These documents are true and authentic. These can be verified at any time by the procuring Entity.

| S.No. | Name of the purchaser | Work Order no. | Work order dated | Work order Item Name | Work order Amount |
|-------|-----------------------|----------------|------------------|----------------------|-------------------|
| 1     |                       |                |                  |                      |                   |
| 2     |                       |                |                  |                      |                   |
| 3     |                       |                |                  |                      |                   |

Place :

Date :

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

Enclosed – Work order Copy & work satisfactorily completion certificate from the client.

Computer Bid 2019-20

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**Annexure-B**

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

**AUDITED NET AVERAGE ANNUAL TURNOVER STATEMENT**

This is to Certify that Audited Net average Annual Turnover of M/s.-----  
-----address-----  
-----

For the last three financial years are given below and certified that the statement is true and correct and can be verified from the accounts of the firm.

| S. No.                         | Financial Year | Net Turnover in Lac Rs. |
|--------------------------------|----------------|-------------------------|
| 1.                             | 2015-16        | -                       |
| 2.                             | 2016-17        | -                       |
| 3.                             | 2017-18        | -                       |
| <b>Total</b>                   | -              | <b>Rs. Lac</b>          |
| Net Average Turnover per annum |                | - <b>4 Crore</b>        |

|   |  |
|---|--|
| Signature of Auditor Chartered Accountant With Date |  |
| Name  |  |
| Seal  |  |
| Membership No. of ICAI                              |  |
| Address   |  |
| Tel. No.  |  |
| Mob. No.  |  |
| Email address                                       |  |

**Verification by the bidder**

This to certify that above Statement regarding Audited Net Annual turnover is true and found correct as per the accounts of firm.

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

Enclosed -Balance sheet & ITR. copy





**Annexure-C**

**UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS**

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

To,  
{Procuring entity},

Reference: ..... Dated .....

This has reference to the items being supplied/ quoted to you vide our bid ref. no.  
\_\_\_\_\_ dated \_\_\_\_\_.

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

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

Authorized Signatory

Name:

Designation:

Computer Bid 2019-20

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**Annexure-D**

**MANUFACTURER'S AUTHORIZATION FORM (MAF)**  
(to be filled by hardware/software OEMs as mentioned in BoQ)  
(Indicative Format of MAF)

Date:  
NIB No.:  
To:  
Procuring Entity

.....  
.....

**Sub. : Issue of Manufacture's Authorization Form (MAF)**

Ref. No.: NIB No..... dated .....

Sir,

We, (Name and Address of the OEM)....., who are established and reputed original equipment manufacturers (OEM's) having factories at (address(s) of manufacturing location) do hereby authorize (M/s.....) who is our (Distributor/Channel Partner/Retailer/Others (please specify) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following hardware/software manufactured by us :-

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

- We undertake to provide OEM warranty for the offered hardware/Software as mentioned above during the warranty/maintenance period.
- We hereby confirm that the offered hardware/software is not likely to be declared as END of Sale within next 5 years from the date of bid submission.
- We hereby confirm that the offered hardware/software is not likely to be declared END of Service / Support within next 5 years from the date of bid submission.
- We hereby declared that our net worth within preceding 5 years is positive (CA Certificate Attached).
- We hereby declared that we are not black listed/debarred within preceding 5 years from any Central/States/UTs/Undertakings/Autonomous Body or any other such procuring entity.

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

Name  
In the capacity of:

Signed  
Duly authorised to sign the Authorisation for and on behalf of  
e-mail :

Tel:  
Date:

Fax:

Computer Bid





Annexure-E

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

Place  
Date

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

Computer Bid



**Annexure-F**

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

**Declarations and Undertakings**

I/We..... (Name of Bidder) do  
hereby undertake detailed below:-

1. I/We certify that the rates quoted in Price Bid (BOQ) are reasonable & shall not sell on lower rates to anyone during the supply period.
2. I/We do hereby undertake that our company has not been blacklisted/ banned by any Govt. (Government of India / State Govt.) & their subordinate Departments for participation/submission of Bids.
3. I/we have carefully studied all the terms & conditions of e-Bid and shall abide by it.
4. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
5. I/We hereby unconditionally accept all terms and condition mentioned in the bid

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the Bid if and to the extent accepted may be cancelled and the amount of Bid Security/ Performance Security may be forfeited.

Place  
Date

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





**Annexure- G**

**Affidavit regarding compliance to Terms & Conditions of Bid**  
(On Rs.100/- non judicial stamp paper duly attested by Notary public)

**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.

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





Annexure- H

TECHNICAL UNDERTAKING

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

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of **equipments** 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 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 no past or present criminal record with the Police /Vigilance of CS Deptt. /Vigilance and Enforcement Deptt. Govt. of Rajasthan or Govt. of any other state /Govt. of India.
6. 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.
7. I/We hereby affirm that the Procuring Entity is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

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







**Annexure- I**

**FINANCIAL UNDERTAKING**

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

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of **equipments** 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 5% on the total value of the supply order, within seven (07) 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 fail to furnish the prescribed performance security and also enter into agreement within seven (07) 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.

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




**Annexure- J**

**Compliance with the Code of Integrity and No Conflict of Interest**

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

Any person participating in a procurement process shall –

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

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

Computer Bid





**Annexure- K**

**Mandatory Undertaking (Declaration by the Bidder)**  
(On Rs.100/- non judicial stamp paper duly attested by Notary public)

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 Signatory  
Name and Signature of Bidder  
Designation with seal

Computer Bid



**Annexure- L**

**Grievance Redressal during Procurement Process**

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

The Designation and address of the Second Appellate Authority is Finance Department, Govt. of Rajasthan.

**(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.

1. 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.
2. 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.

**3. 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.

**(2) 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 authorised representative.





**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.

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

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



FORM No. I  
[See rule 83]

**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 .....





**Annexure- M**

**AGREEMENT**

(On Rs.500/- non judicial stamp paper duly attested by Notary public)

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter 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. Where as **"the approved supplier"** has agreed with **"RMB, Jaipur"** to supply the goods 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. Where as **"the approved supplier"** has deposited a sum of Rs. \_\_\_\_\_ for Performance Bank Guarantee in form of-
  1. Bank Draft/Banker Cheque / UTR No. \_\_\_\_\_ dated \_\_\_\_\_ OR
  2. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security. OR
  3. Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of RMB, Jaipur on account of **"the approved supplier"**, and discharged by the **"the approved supplier"**, in advance. **"RMB, Jaipur"** shall ensure before accepting the Fixed Deposit Receipt that **"the approved supplier"**, furnishes an undertaking 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.
3. Performance security furnished in the form specified in the General Terms & Conditions of bid shall remain for one year beyond the date of completion of all contractual obligations of **"the approved supplier"**, including warranty and Guarantee obligations and maintenance and defect liability period.
4. 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.
5. Wherever the **"bidder"** OR **"successful bidder"** is mentioned in the General Terms & Conditions of Bid should now be read as **"the approved supplier"**
6. **"RMB, Jaipur"** do hereby agree that if **"the approved supplier"**, shall duly supply the Sport Kit in the manner aforesaid observe and keep the said terms and conditions, the **"RMB, Jaipur"**, will pay through Cheque to **"the approved supplier"**, at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

Computer Bid



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

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

8. Liquidated Damages:- Clause of Liquidated Damages of General terms & conditions of Bid will apply regarding the supply period.  
9. 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 .....2019.

|  |                      |
|--|----------------------|
| 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   |

(This agreement format & details may be changed/deleted/added at the time of agreement, if deemed proper by the RMB, Jaipur)

*Signature*





**Annexure- N**

**Performance Bank Guarantee**

To  
Secretary,  
Rajasthan Madarsa Board  
Dr. S. Radha Krishnan Shiksha Sankul,  
JLN, Marg, Jaipur

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

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

Computer Bid



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

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

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted Rs. ....and our guarantee shall remain in force upto.....unless a demand or claim under the guarantee is made on us in writing on or before.....Therefore after.....all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

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

Date  
Place

Signature of Authorized Person of Bank  
Designation  
Seal of Bank

*[Handwritten signatures]*





**ANNEXURE-O**

**BILL OF MATERIAL (BoM) (Make & Model)**

| S. No. | Item Name               | Make /Model | MAF required (Y/N)<br>(as mentioned above) |
|--------|-------------------------|-------------|--|
| 1      | Desktop Computer System |             |  |
| 2      | Line Interactive UPS    |             |  |

- Detailed Technical Specification are given above

**Note:** The bidder shall not supply any item which is declared as end of sale, end of services by OEM before date of actual supply. In such case the tenderer shall supply next higher version at no extra cost.

*[Handwritten signatures and initials]*



**Annexure- P**

**कम्प्यूटर एवं यू.पी.एस सामग्री प्राप्ति का प्रमाण पत्र।**

मदरसा का नाम :-.....।

पंजीयन संख्या :- .....।

जिला :-.....।

फर्म का नाम :-.....।

प्रमाणित किया जाता है। फर्म द्वारा आपूर्ति सामग्री का निर्धारित स्पेशिफिकेशन के अनुरूप सही स्थिति में प्राप्त कर ली गई है। कि क्रयादेश क्रमांक .....दिनांक..... के द्वारा आदेशित मात्रा..... के विरुद्ध कुल मात्रा..... प्राप्ति की है।

| S. No. | Item Name            | Quantity | Serial No. | Remark |
|--------|----------------------|----------|------------|--------|
| 1      | CPU                  |          |            |        |
| 2      | LCD/TFT              |          |            |        |
| 3      | Line Interactive UPS |          |            |        |

1. फर्म द्वारा आपूर्तित सामग्री को स्टॉक प्रविष्टि संख्या..... दिनांक.....  
.....को इन्द्राज कर लिया गया है।

2. कम्प्यूटर्स का स्टैलिशन करवाये जाने का प्रमाण-पत्र संलग्न कर प्रस्तुत करें।

सदर  
मदरसा की सील मय हस्ताक्षर  
मो० नम्बर :-

सचिव  
मदरसा की सील मय हस्ताक्षर  
मो० नम्बर :-