

Tender No.: 08/2021-22

Date: 10/12/2021

RAJASTHAN STAFF SELECTION BOARD

State Institute of Agriculture Management premises,
Durgapura, Jalpur - 302018

Website: rsmssb.rajasthan.gov.in
E-Mail: secyrsmssb@rajasthan.gov.in



E-Tender (Rate contract) response invited from experienced agencies to provide frisking of candidates through HHMD on rental basis

during VDO and other examinations being conducted by Rajasthan Staff Selection Board throughout the State

08/12/21

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to BIDDERS, whether verbally or in documentary or any other form by or on behalf of the Rajasthan Staff Selection Board or any of its employees or advisers, is provided to BIDDERS on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Rajasthan Staff Selection Board to the prospective BIDDERS or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Rajasthan Staff Selection Board in relation to the services. Such assumptions, assessments and statements do not support to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Rajasthan Staff Selection Board, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the BIDDERS is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Rajasthan Staff Selection Board accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

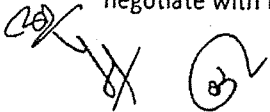
Rajasthan Staff Selection Board, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

Rajasthan Staff Selection Board also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

Rajasthan Staff Selection Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

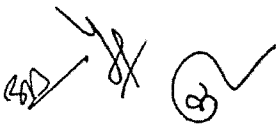
The issue of this RFP does not imply that the Rajasthan Staff Selection Board is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the desired services and Rajasthan Staff Selection Board reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

Time and Quality is of essence. Rajasthan Staff Selection Board reserves the right to go ahead with the bid process in case of single bidder. It is also not bound to accept the lowest financial offer and may negotiate with the most technically qualified bidder.



The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Rajasthan Staff Selection Board or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and Rajasthan Staff Selection Board shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the (Rajasthan Staff Selection Board) with the vendors/bidders.

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NOTICE INVITING TENDER

क्रमांक: प.2(38)/RSSB/Accounts/VDO/Frisking/2021-22/3280

Date: 10/12/21

1. ABOUT TENDER

- A. E-Tender (Rate contract) response invited from experienced agencies **To provide Frisking of candidates through HHMD** on rental basis during VDO & other examinations being conducted by Rajasthan Staff Selection Board throughout the State.
- B. Estimated cost of E-Tender is Rupees 800 Lakhs only.

2. IMPORTANT SCHEDULE AND DETAILS

1	NIT No.	08/2021-22
2	Mode of Submission	Online only
3	Website for Bid Submission	https://eproc.rajasthan.gov.in
4	Bid Securing Declaration (BSD)	<ul style="list-style-type: none">• Bidders shall physically submit Bid Securing Declaration (BSD) in a sealed envelope tiled "E-Tender (Rate contract) response invited from experienced agencies to provide frisking of candidates through HHMD on rental basis during VDO & Other examination being conducted by Rajasthan Staff Selection Board throughout the State.• Scanned copy of BSD also needs to be uploaded on E-Proc.• Bidder has to submit BSD to the Rajasthan Staff Selection Board official in Hard copy, from 20/12/2021 at 03.00 PM.
5	Tender Fee	The bidder has to submit Tender fees of INR 5,000/- (Rs. Five Thousands Only) in form of Demand Draft only drawn in favour of the "Secretary, Rajasthan Staff Selection Board" payable at "Jaipur"
6	RISL processing fees	The bidder has to submit Tender fees of INR 1,000/- (Rs. One thousand Only) in form of Demand Draft only drawn in favour of the "Managing Director, RISL" payable at "Jaipur"
7	Last date & time of Bid Submission	20/12/2021 upto 03:00 PM
8	Technical Bid Opening Date & Time	20/12/2021 at 04:00 PM
9	Financial Bid Opening Date	Will be intimated later to the technically qualified bidders.
10	Contact Details of Responsible Officer	Name: Secretary Email: secyrmssb@rajasthan.gov.in

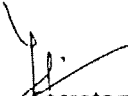
		Phone: 0141-2552796
11	Name and Address of Procuring entity	Rajasthan Staff Selection Board, State Institute of Agriculture Management premises, Durgapura, Jaipur - 302018. Rajasthan, India

3. CONTRACT PERIOD

- A. Work order shall be given for each exam separately.
- B. This contract shall be done for VDO and other proposed examinations being held till march 2022
- C. This rate contract shall be kept valid for a year from the date of award of work considering covid-19 situation and to combat unforeseen event generated by it.(if exams got cancelled / postponed / preponed / any other changes are made in scheduled examinations, the contract may be updated accordingly by the board following RTPP Act & Rules)
- D. However, the contract may be renewed for on the basis of performance of work provided that both parties agree on mutual terms and conditions as specified in the contract and according to RTPP Act.

NOTE: Rajasthan Staff Selection Board administration may, at its discretion, extend the date for the submission of tender by amending the Tender documents in which case all rights and obligations of the administration and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the Rajasthan Staff Selection Board administration/ Government, the next official working day shall be deemed as the date for submission of tender. On account of an urgency work of examination time limit of procurement is reduced according to the RTPP Act. RSSB can modify /amend specification at its discretion.

Note : Here examinations means VDO (Village Development Officer) & other examinations till march 2022.


Secretary

Rajasthan Staff Selection Board, Jaipur

4. DETAILED SCOPE OF WORK OF SOW-FRISKING OF CANDIDATES THROUGH HHMD

- i. To Frisk the Candidates/ staff at the entry point of the examination center by employing trained manpower for male and female candidate along with HHMD by having separate enclosure for women candidates from the start of entry of staff to end of examination. Frisking must be start the one and half hour before starting the exam.
- ii. No person to be allowed entry without identifications including candidates, staff or 'Flying Squad' inspection.
- iii. The Bidder should have adequate infrastructure for providing services for metal detector and manpower to make available at all the Examination venues.
- iv. The Bidder shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services.
- v. Bidder shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual or corporate.
- vi. The Bidder shall be informed at least two days in advance about exam center venues by the concerned authorities of Rajasthan Staff Selection Board.
- vii. No advance payment shall be made to the Bidder, however, whole payment shall be released after submission of satisfactory completion report by the Bidder with verified by center superintendent and observer.
- viii. The Bidder is advised to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center.
- ix. The Bidder will ensure to check all admit cards and then only allow entry to candidates.
- x. Separate frisking for female candidates. Only female staff will frisk the female candidates in enclosures
- xi. The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination centers on the day of examination except (pen & admit card).
- xii. At every center, minimum, one frisking enclosure, 1 female & 1 male staff with metal detector has to be deployed.

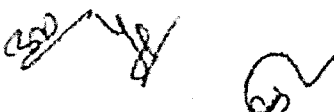
Male Frisking Personnel	One per 100 Male Candidates (Minimum 1 per Centre)
Female Frisking Personnel	One per 100 Female Candidates (Minimum 1 per Centre)

- xiii. Installation of HHMD, Frisking Enclosure at each & every Examination center at the time of examination conducted by Rajasthan Staff Selection Board.
- xiv. The Bidder has to submit work completion certificate with verified by center superintendent and observer along with the center details to Rajasthan Staff Selection Board.

6.1 Sale of Tender documents:

The bidder has to submit Tender fees of INR 5,000/- (Five thousands Only) + GST 18% in form of Demand Draft only drawn in favor of the "Secretary, Rajasthan Staff Selection Board" payable at "Jaipur" towards the cost of Tender document along with the Technical Bid, failing which the Tender will be summarily rejected.

6.2 Submission of Tender:



- A. Bidders shall submit the bid through Online mode using the website of e-procurement Rajasthan as <https://eproc.rajasthan.gov.in>, on or before the closing date. Department will not be responsible for any delay in receipt of bids. Any bid received after the closing date and time shall not be entertained. In case, closing date of submission of bid happens to be a holiday due to some unforeseen circumstances, the bids will be received on the next working day at the same time. Technical bid and Financial bid should be submitted separately.
- B. DD of tender fees, RISL fees, bid security declaration and bid submission report in hard copy to submit in RSSB From 20/12/2021 at 03.00 PM

6.3 Period of Contract:

- 6.3.1 The contract shall be done for VDO & Other examinations. However, the contract may be renewed for on the basis of performance of work provided that both parties agree on mutual terms and conditions as specified in the contract under RTPP Act and rules.
- 6.3.2 In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure given under RTPP Act and Rules.
- 6.3.3 In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority.

6.4 Bid Securing Declaration:

- 6.4.1 Bidders shall submit Bid Securing Declaration (BSD) on a stamp paper of Rs. 50/- as per Annexure-VI in a sealed envelope tiled "E-Tender (Rate contract) response invited from experienced agencies to provide frisking of candidates through HHMD on rental basis during VDO & Other examination being conducted by Rajasthan Staff Selection Board, throughout the State" to the Rajasthan Staff Selection Board authorities. Scanned copy of BSD also needs to be uploaded on e-portal. If the BSD is not received by the prescribed date and time, the proposal submitted by the bidder will be liable to be summarily rejected.
- 6.4.2 Bidder has to submit BSD to the Secretary, Rajasthan Staff Selection Board in Hard copy, from 20/12/2021 at 03.00 PM. If not complied, bid will not be considered for opening and rejected out-rightly.

6.5 Validity of Bids:

The Bidder shall keep the "Financial Bid" valid for acceptance for a minimum period of 120 days after the last date of receipt of the Bids.

6.6 Security Deposit cum Performance Guarantee:

Security Deposit for proper and timely fulfillment of the contract has to be furnished by the successful Bidder within 02 days from the date of Agreement cum receipt of work order and also required to furnish a guarantee on a stamp paper (Rajasthan) of 100/- duly attested by a Notary Public to the effect that he shall maintain Secrecy and Confidentiality of the documents.

No exemption will be made.

The Security Deposit cum Performance Guarantee of Rupees

only by furnishing a Bank guarantee or Demand Draft or Fixed Deposit Receipt issued by a Nationalized/ Scheduled Bank approved by RBI drawn in favor of the "Secretary, Rajasthan Staff Selection Board" payable at "Jaipur" for a period of said examinations initially and has to be renewed every year till the completion of contract period. The Security Deposit can also be made in the shape of Guarantee Bond executed by a Nationalized/ Scheduled Bank.

Security Deposit will be retained by the Department till satisfactory completion of the work. It should be clearly understood that in the event of the Contract not being executed and completed as per the quality and time schedule laid down, the same is liable to be forfeited. This will be in addition to the penalty, if any, which may be imposed as specified in the delivery schedule.

Rajasthan Staff Selection Board authority will return the PBG within 30 days of completion of contract period.

6.7 Delivery Schedule:

The bidder whose bid is accepted shall arrange to start the services after receipt of Letter of Acceptance / Work Order in a time bound manner as indicated by Department for each job/ project/ examination.

It may be kept in mind that time is the essence of this contract, Bidders may note that award of work will be on a project to project basis – one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no shortage of required infrastructure and related accessories or delay in respect of multiple examinations.

6.8 Payment Terms:

- i. No advance payment shall be made under any circumstances to the successful bidder.
- ii. Rate quoted by the bidder shall be exclusive of all incidental cost of Bidder including transportation, handling, and installation.
- iii. No extra costs shall be paid by Department on any additional account to the successful bidder.
- iv. The payment shall be in Indian Rupees and shall be paid only as per following terms of payment.
 - a. Payment will be made within 60 days of receipt of work satisfactorily completion certificate, along with invoice complete in all respects. However payment delayed beyond this period will not create any interest liability to the board.
 - b. Candidates will be applicable as per data given by RSSB.
 - c. Formula for invoice derivation would be:
(Number of candidates given by RSSB * Per candidate rate)
- v. The successful bidder has to sign a detailed agreement within 2 days of receipt of Letter of Agreement on non-judicial stamp paper which shall contain all clauses including those related to liquidated damages on account of delays, errors, cost and time over run etc.
- vi. Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between Department and successful bidder.
- vii. In case the bidder fails to execute the Agreement within Two days from issue of Letter of Agreement, Department shall have liberty to withdraw the bid.
- viii. All payments shall be subject to deduction of applicable TDS.

- ix. The bidder shall submit satisfactory work completion certificate issued by concerned examinations center superintendent and observer engaged by the board and duly signed by concerned exam center coordinator appointed by the firm with the invoice.

6.9 Penalty Term:

- i. The time schedule has to be strictly adhered as the examinations related work highly time bound in case failure at the center on the part of agency or part of equipment failure. The following penalty shall be applicable:-
- A. If do not provide frisking instrument to exam center the penalty will be rupees 15 thousands per center.
- B. If concerned examination center superintendent and observer engaged by the board give unsatisfactory report of service or delay of installation frisking instrument with manpower then penalty will be Rs. 7500/- per center.
- C. In both cases frisking charges will not be given of that center and above penalty will be imposed.
- ii. If the bidder fails to complete the job and the RSSB has to get it done through 2nd lowest on rate of 1st lowest and any other firm at higher rates, the differences in the rates accrued shall be deducted from the firm bill besides forfeiting the security deposit of the firm imposing penalty and taking such other action may be deemed fit by the Chairman of RSSB.

6.10 Other Terms & Conditions:

- i. Consortium and Joint venture bid won't be allowed and, would be liable for rejection out rightly.
- ii. Hypothetical and conditional Tenders will not be entertained and will be rejected summarily.
- iii. Department reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- iv. There shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed on the Bidder against the Contract for such quantities as may be decided by the Department.
- v. All disputes concerning in any way with this tender are subject to Jaipur Jurisdiction only.
- vi. **Bidder has to bid for all the required services as per the Scope of work of this tender. Partial bid will be out rightly rejected.**

6.11 Amendment to the Bid Document:

- i. At any time prior to the last time and date for submission of bids, Department, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- ii. The amendment will be notified by Department and will be binding on all bidders.
- iii. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, Department may, at its discretion, extend the last date for the submission of Bids.
- iv. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on Department website / SPPP portal / E-Proc .

6.12 Language of Bids:

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Department, shall be written in the English or Hindi language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

6.13 Bidder Authorized Signatory:

- i. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - Constituted Attorney of the company, or
 - Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.
- ii. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized signatory executed under seal.
- iii. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- iv. The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Department may out rightly reject any bid not supported by adequate proof of the signatory's authority.

6.14 Clarification:

When deemed necessary, Department may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

6.15 Arbitration:

In the event of any dispute or differences, the matter will be referred to the Chairman, Rajasthan Staff Selection Board.

6.16 Late Bids:

Bids received by Department after the specified time on Bid Due Date (BDD) shall not be eligible for consideration and shall be summarily rejected.

6.17 Selection Process:

- i. Rajasthan Staff Selection Board has adopted a two stage selection process (collectively the "Selection Process") in evaluating the bids comprising prequalification (technical) and financial

bids. In the first stage, a prequalification evaluation will be carried out as specified in this RFP Clause no 7. Only prequalified bids will be eligible for financial evaluation. Based on the technical evaluation, a list of short-listed BIDDERS shall be prepared.

- ii. In the second stage, a financial evaluation will be carried out as specified in this RFP. The Financial Proposal of the eligible and technically qualified bids will only be opened for consideration under LCBS evaluation.
- iii. Bids will finally be ranked according to LCBS scheme.
- iv. L1 bidder will be declared as successful contractor/service provider and will be awarded LOA (Letter of Award) within a day's time of opening of Financial bid.
- v. BIDDERS shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Rajasthan Staff Selection Board decisions are final and binding without any right of appeal whatsoever.

6.18 Notification of Award:

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / Public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.19 Contract Signing:

- i. Generally, after selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Department to the Selected Bidder and the Selected Bidder shall, within 2 (two) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Department may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.
- ii. Bidder has to sign the Contract agreement as per Clause 17 (Annexure VIII) of this RFP within a period of 02 days from the date of LOA.

6.20 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the selection of BIDDERS shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Department in relation to matters arising out of, or concerning the Selection Process. Department shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. Department may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or Department or as may be required by law or in connection with any legal process.

6.21 Proprietary Data:



- i. Subject to the provisions of Clause 6.20, all documents and other information provided by DEPARTMENT or submitted by the Bidder to DEPARTMENT shall remain or become the property of DEPARTMENT. BIDDERS and the Consultant, as the case may be, are to treat all information as strictly confidential. DEPARTMENT will not return any Proposal or any information related thereto. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Bidder to DEPARTMENT in relation to this project shall be the property of DEPARTMENT.
- ii. All Knowledge/Data which come to their notice as part of engagement shall not be used outside without permission of DEPARTMENT.
- iii. The Correspondence both Physical and Electronic shall be in the name of DEPARTMENT.
- iv. Dedicated official Mail ID mentioned in tender shall alone be used for all correspondence associated with the engagement.
- vi. The Bidder shall not promote their Company in these correspondences and shall not disclose their identity in any manner.

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7. QUALIFICATION CRITERIA (Documentary evidence to be submitted)

Following will be the minimum qualification/eligibility criteria. Each eligible bidder should possess all the following qualification criteria. All the documents submitted with Technical bid should contain the name & designation of authorized signatory with company seal. Responses not meeting the minimum qualification criteria will be rejected and will not be evaluated.

S. No.	Pre-qualification Criteria	Supporting Compliance document
1.	The bidder shall be a firm/ company/ proprietorship firm registered under the Indian Companies Act or any other statutory Act of GOI and should be into existence in India for last 5 years. Consortium / Joint venture bid not allowed.	Copy of relevant Certificates along with <ul style="list-style-type: none"> Name(s) and addresses of the Director(s) and Registration Number may be stated GST Registration certificate PAN card
2.	The Bidder has to be profitable with average annual turnover of INR 10 Crores in three financial years out of any last 5 financial years.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization
3.	Bidder should have working experience of 2 different states in India along with 1 work experience of at least 1,00,000 candidates or more in single shift for the provision of Frisking of candidates through HHMD devices into Examination based projects for Government department directly during last 5 years as on day of bidding. Bidder should have working experience with any Govt. dept. located in Rajasthan.	Copies of Govt. Work Orders directly on the name of bidder need to be enclosed for the provision of Frisking of candidates through HHMD devices into Examination based projects
4.	The bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization in the last five years.	Undertaking to be submitted on Notary affidavit on INR 100 as per Annexure-II
5.	Bidder has to bid for all the required services as part of Scope of work of this tender. Conditional / Partial bid will be rejected out rightly.	Undertaking on Bidder's Letter head
6.	To make the examination process transparent, the bidder would not be allowed to engage themselves for exam conduction activities with RSSB through their own-self or any of their consortium partners during the validity of this contract. The firm who have been engaged for the exam conduction activities(CBT or OMR or Type-writing or Online assessment based exam) with any state/PSU/Central Govt. bodies in India in the last 5 years as on day of bidding through their own-self or any of their consortium partners would not be eligible to participate in this bid process. This would be limited to exam conduction (both offline/online) only, except services as part of SOW asked in this tender.	Undertaking to be submitted on Notary affidavit on INR 100 and shall remain valid contract period.

8. PROFORMA FOR FINANCIAL BID (on the letterhead of the bidder)

To,

The Secretary,
RSSB,
Jaipur

Sir,

In response to the Bid no.....dated....., kindly find below our financial quote.

Service Description	Price Per Candidate Per Shift (Including GST and All other Taxes)
Frisking with HHMD device as per Scope of Work	

NOTE:

- Price should be quoted as Inclusive of GST and All other Taxes.
- Bidder(s) will be evaluated as per Clause no. 6.17 of this RFP.
- Bidder with lowest Rate , will be awarded work
- Candidates will be applicable as per Admit card generated

Yours faithfully,

Name of the Bidder:

Name & Designation of Authorized Signatory:

Signature of Authorized Signatory:

Seal of the Organization:

Date & Place:

Handwritten signature and initials

9. PROFORMA FOR TECHNICAL BID

(To be put inside the cover for Technical Bid)

i)	Name and Address of the Bidder	
ii)	Contact Person Name Phone No. Mobile No. Email Id.	
iii)	Month & Year of establishment	
iv)	Type of firm / organization (Proprietary / Private / Public / Govt.)	
v)	Copy of Registration, if applicable	
vi)	Total Annual Financial Turnover (Attach photocopies of Audited Balance Sheet & Profit & Loss Account) in three financial years out of any last 5 financial years.	
vii)	PAN No. / TIN No. / TAN No.	
	GST Registration No.	
viii)	Quality Certification No / License if any	
	Details of Issuing Authority	
	Validity of Certificate	
ix)	Activities of the organization	
x)	Since when engaged in providing related services	
xi)	Bid Security Declaration Certificate	
xii)	Details of Tender Fee (DD No., Date, Bank, Amount etc.)	
Xiii)	Details of RISL Fees (DD No., Date, Bank, Amount etc.)	

Signature:

Date:

Name of Bidder:

Handwritten initials and a circled number '2'.

10. Annexure-I

Letter of undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To

The Secretary
Rajasthan Staff Selection Board
Jaipur

Sir,

This bears reference to _____ dated ___/___/2021. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid document.

We hereby certify that no terms and conditions have been restricted by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent Department from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ___/___/2021 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Yours faithfully,

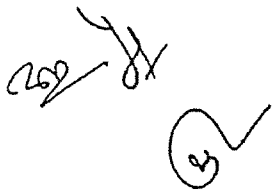
Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

Handwritten signature and a circular stamp with a signature inside.

11. Annexure-II

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of INR 100/- duly attested by the Notary Public)

To

The Secretary
Rajasthan Staff Selection Board
Jaipur

Sir,

In response to the Bid _____ dated _____ 2021, I/we hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Govt. / State Govt. / Semi-Govt. / PSU/ University/ Educational Institutions/ Organization/ or Court of Law or by CVC as on date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Yours faithfully,

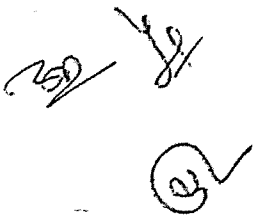
Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:



12. Annexure-III

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S. No.	Details	(1)	(2)	(3)
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Net Worth			

Please attach:-

- Audited Balance Sheet.
- Profit / Loss statement

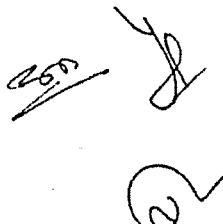
Note: Attach additional sheets, if necessary.

(Signature of Bidder)

Name:

Date of sign:

Stamp:

Handwritten signatures and initials in black ink, including a signature on the left, a signature on the right, and a circular stamp or mark at the bottom.

13. Annexure-IV

TENDER ACCEPTANCE LETTER

Date: _____

To

The _____

Sir / Madam,

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely _____ as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

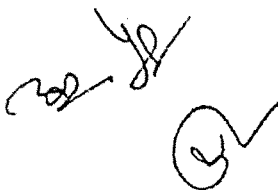
I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



14. Annexure-V

PROFORMA FOR PERFORMANCE BANK GUARANTEE OR SECURITY DEPOSIT

To

The _____

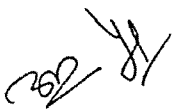

I. Against Price Agreement concluded by the advice acceptance of the Tender No. Dated ... /... /20.... Covering supply of..... (Hereinafter called the said contract), entered between the Secretary, Rajasthan Staff Selection Board

And

..... (Hereinafter called the "Agency"), this is to certify that at the request of the Agency, We (Bank) are holding in trust in favor of the Secretary, Rajasthan Staff Selection Board the amount of Rs. only (write the sum in words.....) to indemnify and keep indemnified the secretary, Rajasthan Staff Selection Board against any loss or damage that may be caused to or suffered by the Secretary, Rajasthan Staff Selection Board by reason of any breach by the Agency or any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Secretary, Rajasthan Staff Selection Board whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Agency and the amount of loss or damage that has been caused or suffered by the Secretary, Rajasthan Staff Selection Board shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Secretary, Rajasthan Staff Selection Board.

II. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Agency, i.e., till (for a period of one year from date of Price agreement) hereinafter called the "said date" and that if any claim accrues or arises against us(Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us (Bank) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us..... (Bank) by the Secretary, Rajasthan Staff Selection Board before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice of that effect from Secretary, Rajasthan Staff Selection Board.

III. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the Secretary, Rajasthan Staff Selection Board.

IV. We undertake to pay to the Government any money so demanded notwithstanding any dispute raised by the Agency in any suit or proceedings pending before any court of tribunal thereto, our liability under this present being absolute and unequivocal.

V. We(Bank) further agree that the Secretary, Rajasthan Staff Selection Board shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretary, Rajasthan Staff Selection Board against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and we (Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Agency or for any forbearance and / or omission on the part of the Secretary, Rajasthan Staff Selection Board or any indulgence by the Secretary, Rajasthan Staff Selection Board to the said Agency or by any other matter or thin what-so-ever, which under the law relating us from our liability in the constitution of the bank or Agency.

Date:

Signature

Place:

Printed Name

(Designation)

(Bank's Common Seal)

Handwritten signature and initials in the bottom left corner of the page.

BID SECURING DECLARATION FORM

To _____
The _____

Bid No.: _____ Dated _____

Respected Sir,

We, the undersigned, declare that:

We, M/s..... (here in referred as vendor) understand that, according to bid Clause No. _____, bids may be supported with a Bid Securing Declaration, Vendor render the declaration that:-

Vendor will automatically be suspended from being eligible for bidding in any contract with the Rajasthan Staff Selection Board (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions: -

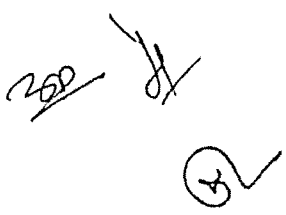
- a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Vendor understands that this declaration shall expire if Vendor is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____
Designation: _____
Office Seal: _____
Place: _____
Date: _____



16. Annexure-VII

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: http://_____

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://_____) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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④

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWG/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should

save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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J
B

17. Annexure-VIII

CONTRACT AGREEMENT FOR PROVIDING FRISKING OF CANDIDATES THROUGH HHMD ON RENTAL BASIS DURING EXAMINATION BEING CONDUCTED BY RAJASTHAN STAFF SELECTION BOARD THROUGHOUT THE STATE

This agreement is made on thebetween (hereafter referred to as 'Department') and M/s (here in after referred to as the 'Contractor') for providing Security Ancillary services during VDO & Other examination being conducted by Rajasthan Staff Selection Board throughout the State.

The terms and conditions of Tender Notice and minutes of pre bid meeting shall also form part of this contract.

Scope of Work, Responsibilities and Terms & Conditions would be as per RFP No. _____.

Signed today on the Day of at

For CONTRACTOR

Designation:

Contractor Address:

Witness:

For DEPARTMENT

Designation:

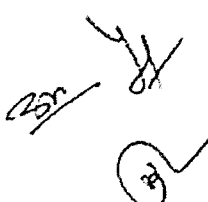
Address:

Rajasthan Staff Selection Board

State Institute of Agriculture Management
premises, Durgapura, Jaipur - 302018.

Rajasthan, India

Witness:



Annexure A : 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 that 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-
- (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 party 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

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 buy not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy form any of from 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.

[Handwritten signatures and initials]

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

In response to their Notice Inviting 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 proceeding 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
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;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:



Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is :- Chairman, RSSB, Jaipur.

The designation and address of the Second Appellate Authority is :- Secretary, DOP, Jaipur.

(1) Filing an appeal

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

Provided 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 by a Bidder whose Technical Bid is found to be acceptable.

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

(3) 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.

(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
- (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.

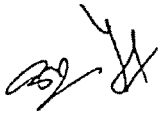

(5) Form of Appeal

- (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 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 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.
- (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 to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

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 representative:

5. Number of affidavits and documents enclosed with appeal:

6. Ground of appeal:

.....

.....

.....(Supported by an affidavit)

7. Prayer:

.....

.....

.....

Place.....

Date.....

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. 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;

ii. 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

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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 or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change

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in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(ii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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 it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity 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 Bidder, 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.

250
2