



Rajasthan Subordinate And Ministerial Service Selection Board, Jaipur

State Institute of Agriculture and Management Campus, Jaipur- 302018 Phone:- 0141-2552796

(Final)

Request for proposal (RFP) Document Rate Contract for Supply & Installation of Jammers on Rental Basis (SINGLE STAGE TWO PART BID)

NIB NO. : 06/2015-16

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Secretary, Rajasthan Subordinate And Ministerial Service Selection Board, State Institute of Agriculture and Management Campus, Durgapura, Jaipur- 302018 Phone- 0141-2552796
Date & Time of Pre-Bid Meeting	Date: 10/09/2015 Time: At 3:00 PM
Last Date & Time of Submission of Bid	Upto 3:00 PM of 05/10/2015
Date & Time of Opening of Technical Bid	Date: 06/10/2015 Time: 2:00 PM

Estimated Procurement Cost	Bid Security	Tender Fees	Processing Charge	Tenure of Rate Contract
Rs. 50000000 (Rs. Five Crore only)	Rs. 10.00 Lacs DD in Favor of Secretary, RSMSSB, Jaipur	Rs. 400/- DD in Favor of Secretary, RSMSSB, Jaipur	Rs. 1000/- DD in Favor of MD,RISL Jaipur (Raj.)	1 Year

NIB NO. : 06/2015-16-JAMMER**INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Rajasthan Subordinate And Ministerial Service Selection Board Address: State Institute of Agriculture & Management campus, Durgapura, Jaipur (Rajasthan)
Name & Address of the Project Officer In-Charge (POIC)	<ul style="list-style-type: none"> Name: Sanwarmal Verma Designation: Secretary, RSMSSB Address: State Institute of Agriculture & Management campus, Durgapura, Jaipur (Rajasthan) Email: secyrsmssb@rajasthan.gov.in
Subject Matter of Procurement	Rate Contract for supply & Installation of Jammers on Rental Basis to stop transmission of the information through mobile/cell phone/Bluetooth/Wi-Fi electronic devices at various exam centers of RSMSSB.
Bid Procedure	A Single Stage-two part/envelope system through open competitive process at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) (L1)
Website for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://rsmssb.rajasthan.gov.in Bidding document fee: Rs. 400.00 (Rupees Four Hundred Only) in Demand Draft in favour of Secretary, RSMSSB Payable at "Jaipur". RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 50000000.00 (Rupees Five Crore Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> 2% of the estimated procurement cost, Mode of Payment: Demand Draft in favour of "Secretary, RSMSSB payable at "Jaipur"
Period of Sale (download) of Bidding Document (Start/End Date)	Start Date & Time: 01/09/2015 from 10:00 AM End Date & Time: 05/10/2015 upto 3:00 PM
Date/Time/Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date: 10/09/2015 Time: At 3:00 PM Place: RSMSSB, State Institute of Agriculture & Management campus, Durgapura, Jaipur-302018 (Rajasthan) Last Date and Time of submitting clarifications requests by the bidder: 1:00 PM On 09/09/2015
Manner, Start/End Date for the Submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) Start Date: From 10:00 AM of 15/09/2015 End Date: Upto 3:00 PM of 05/10/2015
Submission of Demand Draft for Tender Fee, Bid Security, and Processing Fee* in RSMSSB Office Physically	<ul style="list-style-type: none"> Last Date: Upto 2:00 PM of 06/10/2015
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 06/10/2015 Time: 2:00 PM Place: RSMSSB, State Institute of Agriculture & Management campus, Durgapura, Jaipur-302018 (Rajasthan)
Date/Time/Place of Financial Bid Opening	<ul style="list-style-type: none"> Will be intimated later to the Technically qualified bidders
Bid Validity	<ul style="list-style-type: none"> 90 days from the bid submission deadline

Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees & RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with technical Bid/Cover.
2. *In Case, any of the bidders fails to physically submit the Demand Draft for Tender Fee, RISL Processing Fee Upto 2:00 PM of 06/10/2015, its Bid shall not be accepted. Bid Security should be submitted in Demand Draft drawn in favour of "Secretary, RSMSSB" Payable at Jaipur and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." Payable at "Jaipur" from any Scheduled Nationalized Bank/Scheduled Commercial bank.
3. To participate in online bidding process, bidders must procure a digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> in before 30-09-2011 must register again).
4. RSMSSB will not responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of website due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. Training for the bidders on the usage of e-Procurement is also been arranged by RISL on regular basis bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
Contact No.:0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address: e-Procurement cell, RISL Yojna Bhawan Tilak Marg, C-Scheme, Jaipur
6. The Procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
7. No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
8. Procurement entity disclaims any factual/or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
9. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012 and Rules thereto)
Authorized Signatory	The bidder's representative/officer vested (explicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm
BG	Bank Guarantee
Bid/eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A Security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any Person/firm/Agency/Company/Contractor/service provider/vendor participating in the procurement/bidding process with the procurement entity.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto. That set out the terms and conditions of the given procurement and includes the invitation to bid.
CMC	Contract Monitoring Committee
Competent Authority	An authority of officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Chairman, RSMSSB , Govt. of Rajasthan in this bidding document.
Contract/Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract Period	The Contract Period shall be for a period of 1 year from the date of issue of letter of rate contract to the successful bidder(s). Rate contract may be extended as per RTPP ACT Provisions with mutual consent.
Day	A calendar day as Gor/GoI
ETDC	Electronic Testing & Development Center
GOI/GoR	Govt. of India/Govt. of Rajasthan
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of Procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization

IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/Purchase Committee
PQ	Pre-Qualification
Procurement Process	The Process of Procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "Procured" shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD	Performance Security Deposit. Instrument obtained against the issue of each individual work order.
Procuring Entity/Tendering Authority/Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RSMSSB in this RFP document.
RVAT	Rajasthan Value Added Tax
SD	Security Deposit obtained against the issue of Rate contract
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)

State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of Procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/CenVAT	Value Added Tax/Central VAT
WO/PO	Work Order/Purchase Order

Section 1: Project Profile & background information

Rajasthan subordinate and ministerial service selection board (RSMSSB) was set up by department of personnel, government of Rajasthan notification dated 29.01.2014. RSMSSB holds recruitment examination upto 3600/- grade pay for selection of candidate for various posts under government of Rajasthan, from time to time. The motto of the board is to select right person for the right post in right time. Board aims to achieve highest level of transparency in the examination process in order to ensure free and fair selection of best candidates. Thus board aims to eliminate even the slightest chance of impersonation or malpractice. In order to achieve it, board intends to install mobile/cell phone jammers, on rental basis, at examination venues across the Rajasthan, to selected by it from time to time prohibit any communication through mobile or cell phone or any other wireless device from the concerned venues to outside or vice versa, during the entire period of examination.

At present board generally conduct examination all 33 district level headquarters across the state of Rajasthan. But it may take place to major Tehsil headquarters if number of candidate increases.

Name of 33 District headquarters of Rajasthan.

Jaipur	Jodhpur	Udaipur	Ajmer
Kota	Bikaner	Bharatpur	Alwar
Nagaur	Jaisalmer	Ganganagar	Hanumangarh
Bhilwara	Jhalawar	Chittorgarh	Dholpur
Dungarpur	Banswara	Barmer	Sikar
Churu	Rajsamand	Pratapgarh	Baran
Bundi	Dausa	Karauli	Swai Madhopur
Pali	Jalor	Sirohi	Tonk
Jhunjhunu			

Section 2: Pre Qualification Eligibility Criteria

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

S.No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a LLP registered under the Limited Liability Partnership Act, 2008 or a Proprietorship firm.	-Certificates of incorporation/ registration -The bidder will disclose all the information related to disputes/ legal-cases/ punishments/ penalties/ sanctions/ judgments
2	Financial: Turnover	The minimum average Annual Turnover should be Rs. 1.5 Crore during last 3 financial years (2011-2012 and 2012-2013, 2013-2014)	Audited balance sheets and CA Certificate with CA's Registration Number, Signature and Seal as per Annexure-13
3	Financial: Net Worth (financial strength)	The net worth of the bidder in the last 3 financial year (2011-2012 and 2012-2013, 2013-2014) should be positive.	CA Certificate with CA's Registration Number, Signature and Seal as per Annexure-14
4	Technical Capability	The bidder should have relevant experience of completing at least two (2) assignments of providing jammer service to educational institutions/Board or other related organizations during last three (3) years. the value of single assignment should not be less than 1 crore.	Supporting documents Work Order from the client or Work completion/satisfaction certificate from client.
5	Tax registration and clearance	The bidder should have a registered number of i. Service Tax, (Mandatory) ii. Income Tax / PAN number (mandatory) iii. VAT/Sales Tax and clearance certificate, if applicable VAT clearance certificate may be substituted with proof of VAT/ Sales Tax payment that has been paid no earlier than 31 March 2015.	Copies of relevant (S) certificates of registration i. Copy of service tax registration ii. Income Tax / PAN registration number iii. Audited report from C.A. for last 3 financial years (till 2013-14) iv. VAT/Sales Tax registration, if applicable** vii. Proof of VAT/ Sales Tax payment such that it is has been paid no earlier than 31 March 2015 if applicable** ** If not applicable, the bidder should submit a self certified letter for the same and reasons thereof

6	Mandatory Undertaking	<p>Bidder should: -</p> <ul style="list-style-type: none"> a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise c) disqualified pursuant to debarment proceedings; d) not have a conflict of interest in the procurement in question as specified in the bidding document. <p>Comply with the code of integrity as specified in the bidding document.</p>	A Self Certified letter as per Annexure-5
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Section 3: Scope of Work

To Provide Jammers on Rental Basis for Mobile/Cell Phone/Electronic Devices and Associated Accessories during the written examination:

1. To install, Commissioning and operationalisation of the required Number of Cell Phone Jamming devices to block all the transmissions (Incoming and Outgoing) of **Mobile Phone/Cell Phone/Electronic Devices and associated accessories** in the Examination Centers on the day of examination as per the requirement.
2. The installation of jammers should be made at least one day in advance from the scheduled date of examination and or in such a way that the jammers are functional two hours before the scheduled time of commencement of the examination and ½ hour after the completion of the examination.
3. To organize required manpower to install the jamming devices at the Centers.
4. To provide uninterrupted service of jammers along with power back-up and ensure proper working of jammers during conduct of examination.
5. At any point of time, no jammer facility shall be interrupted due to any technical fault/power failure, etc. and the Agency shall take care to ensure functioning of jammers with adequate backup of power & jammer during the conduct of written examination and as per the time period mentioned in the Work Order of respective assignments.
6. Power supply will be arranged by the firm during the stipulated time.
7. The Board conducts examination all over Rajasthan. The centers are mostly in district Headquarters and Major towns of the district.

Note:-

- (a) The Agency will have to ensure that sufficient no. of jammers are supplied to block cell phone/Bluetooth services in the examination centre i.e. CDMA/GSM/3G/4G/Spy Camera/Wi-Fi/Bluetooth etc.
- (b) The Bidder will have to ensure that the jammers supplied/installed work properly, during the entire duration of the examination in the Centers without any technical fault/power failure.
- (c) The Agency will have to install industry standard Mobile/Cell Phone Jammers in the Centre.
- (d) The Bidder shall ensure up-gradation of jammer service to include additional spectrum or technologies during contract at no extra cost, the bidder will have ensure to block the required bandwidth/signals without fail.
- (e) The Bidder may install either room wise Jammer or may install high capacity jammers covering many rooms but the objective of bid should be fulfilled i.e. to jam all electronic signals within the exam rooms, bathrooms and toilets of the examination center.
- (f) Jammer service should cover exam rooms, toilets and bathrooms within the center.
- (g) RSMSSB will not be responsible for loss/damages of any equipment installed at the examination centers and the agency shall be fully responsible for safety and security of its equipments/infrastructure/manpower.
- (h) A general agreement on the attached Performa will be made for a period of agreement and separate work order to deploy services will be issued before exam.
- (i) Any Kind of electronic devices inside the examination hall to achieve the desired purpose.
 - The Number of candidates at each examination centers varies from 250 to 500 approximately.
 - Normally 24 Candidates are sitting in a room (**OR**) more in a big hall.

- Rate should be quoted on the basis of per day, per candidate wise including power backup in BOQ of financial bid.
- Duration of the written examination may be 3 hrs. Per session and each examination may have 2 sessions Per Day.
- The examination is generally held on Sundays and sometimes on other day of the week.

Section 4: Instructions to bidders (ITB)

1. Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal.
- b) Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

2. Changes in the Bidding Document

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

3. Pre-bid/Meeting/Clarifications

- (a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- (b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- (c) The period within the bidders may seek clarification under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:-
 - (a) Last date of submitting clarifications requests by the bidder: as per NIB
- (d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

4. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as

withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5. Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://e-proc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
- a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Instrument/ Proof of submission
2.	Bid Security (EMD)	Instrument/ Proof of submission
3.	RISL processing fee (e-procurement)	Instrument/ Proof of submission
Eligibility Documents		
1.	Bidder's Authorization Certificate	As per Annexure-4 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm
2.	CA Certificate for turnover	As per Annexure-13
3.	CA Certificate for Net worth	As per Annexure-14
4.	Self declaration by bidder	As per Annexure-5
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
6.	Certificate of Conformity/ No Deviation	As per Annexure-7
7.	Technical Bid specification	As per Annexure-2

- e) Financial bid shall include the following documents: -

Sno.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-8
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

6. Alternative/ Multiple Bids: Alternative/ Multiple Bids shall not be considered at all.

7. Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 - b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 8. Bid Security (EMD):** Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- c) Bidder shall submit bid security in the form of DD in favor of Secretary, RSMSSB Jaipur physically at the office of RSMSSB before the date prescribed in NIB
 - d) Bid security instrument or Demand Draft of bid security shall necessarily accompany the technical bid.
 - e) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
 - e) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
 - f) The Bid security taken from a bidder shall be forfeited, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - g) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
 - h) No interest shall be payable on the bid security (EMD).
 - i) 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.
 - j) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10. Withdrawal, Substitution, and Modification of Bids

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

11. Opening of Bids

- a) The Bids shall be opened by the Bid Opening Committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidder's names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of Technical Bid / Cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RSMSSB).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee

and bid security.

- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12. Selection Method: Selection Method shall be Least Cost Based Selection (LCBS) which shall be evaluated based on the total value of the financial bid. Up to three bidders shall be selected for the rate contract. After determination of lowest (L1) rates, L2,L3 and other bidders in the order of their financial bid shall be asked to match the lowest rates. If one (01) or more such bidders match the lowest rates, rate contract will be done with lowest three bidders (in order of their financial bid).

13. Clarification of Bids

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

14. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification / eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
- i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
- i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) **Non-material Non-conformities in Bids**
 - a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) **Technical Evaluation Criteria:** Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”
- d) **Tabulation of Technical Bids**
 - a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

- 15. Evaluation & Tabulation of Financial Bids:** Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-
- a. The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the Bid Opening Committee in the presence of the bidders or their representatives who choose to be present
 - b. The process of opening of the financial Bids shall be similar to that of technical Bids.
 - c. the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
 - d. Conditional Bids are liable to be rejected;
 - e. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
 - f. The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
 - g. The bid evaluation committee shall prepare a comparative statement in tabular form in

accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity

- h. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16. Correction of Arithmetic Errors in Financial Bids: The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely-

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

17. Comparison of rates of firms outside and those in Rajasthan: While tabulating the financial Bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

18. Price/ purchase preference in evaluation: Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

19. Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

20. Exclusion of Bids/ Disqualification

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

21. Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc., were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification / eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

22. Dividing quantities among more than one bidder at the time of award: Considering the large quantity, the required quantity may be divided among three bidders in the ratio of 40:30:30 who shall agree to match the L1 rate. If only two bidders match the L1 rate including the L1 bidder,

the required quantity shall be divided in the ratio of 60:40. If no other bidder matches the L1 rate, the entire quantity order shall be given to the L1 bidder only.

23. Acceptance of the successful Bid and award of contract

- e) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- f) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- g) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the Procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

24. Information and publication of award: Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

25. Procuring entity's right to accept or reject any or all Bids: The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

26. Right to vary quantity

- a. At the time of award of contract, the value shown for rate contract period for one year is indicated services originally specified in the bidding documents may be increased as per RTPP Act-2012 and Rules-2013. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

- b. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim
- g) The rate contract period will be for one year, rate will be firm during the rate contract period the procuring entity may decrease/increase orders as per requirements in rate contract period

27. Security Deposit (SD):

- a) Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.
- b) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. When any terms and condition of the rate contract is breached or cancelled
 - b. when the bidder does not accept any work order(s) issued anytime during the period of rate contract
 - c. when the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract
 - d. when the bidder does not deposit the requisite performance security within the period specified in the individual work order(s), issued under this rate contract
- c) Notice will be given to the bidder with reasonable time before Security Deposit (SD) is forfeited.
- d) No interest shall be payable on the deposited SD.

28. Individual Work Order(s) Issued to Bidders under Rate Contract: As per the project requirements, from time to time, the Procuring entity shall issue individual work order(s) to the successful bidder(s) for supply and installation of various items; however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RSMSSB. The individual work order(s) shall specify the quantity of various items to be supplied along with other relevant details.

29. Performance Security deposit: After receiving the individual work order(s), the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order(s):

- a) Performance security deposit (PSD) shall be solicited from successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of work/ supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in

Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

- c. Bank guarantee/s of a scheduled bank, in case the amount of PSD is more than 10 lakhs. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document.
- d. 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. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in sub clause [d.] of I above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period as specified in each individual work order(s).

30. Forfeiture of Performance Security Deposit (PSD): PSD amount in full or part may be forfeited, including interest, if any, in the following cases:-

- e. When any terms and condition of the contract is breached.
- f. When the bidder fails to make complete supply satisfactorily.
- g. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- f) No interest shall be payable on the PSD

31. Execution of agreement for rate contract:

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

32. Confidentiality

- a. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - i. impede enforcement of any law;
 - ii. affect the security or strategic interests of India;

- iii. affect the intellectual property rights or legitimate commercial interests of bidders;
- iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b. The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c. The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d. In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

33. Cancellation of procurement process

- a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - i. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c. The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d. The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e. If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f. If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

34. Code of Integrity for Bidders

- a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b. The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with

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

35. Conflict of Interest: 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) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they 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;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

36. Interference with Procurement Process: A bidder, who: -

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

value of procurement, whichever is less.

37. Appeals

- a. Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - i. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- c. If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- e. The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
First Appellate Authority: Secretary Department of Personnel Secretariat, Jaipur (Rajasthan).
Second Appellate Authority: Principal Secretary, Finance Department Government of Rajasthan.

Filing an appeal

- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure available in NIB Document 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.
- g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.
- h) 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 (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

38. Stay of procurement proceedings: While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

39. Vexatious Appeals & Complaints: Whoever intentionally files any vexatious, frivolous or Malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

40. Offenses by Firms/ Companies

- i. Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable

for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "Company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. " Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

41. Debarment from Bidding

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

42. Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

Section 5: General Terms and Conditions of Bid and Contract

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

1. **Definitions:** For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -
 - a) "Contract" means the Agreement entered into between the Procuring Entity and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - d) "Day" means a calendar day.
 - e) "Date" means day and month reckoned according to the Gregorian calendar.
 - f) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
 - g) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
 - h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Procuring Entity under the Contract.
 - i) "Procuring entity" means the Entity taking Services, as specified in the bidding document.
 - j) "**Rate contract**" means an agreement between a procuring entity and one or more bidders which specifies the terms and conditions including the price, for the supply of a subject matter of procurement required on a recurring basis;
 - k) "**Services**" means any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity;
 - l) "Subcontractor" means any natural person, private or government entity, or a combination Of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
 - k) "Service provider/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
 - l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

2. **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. **Interpretation**
- a) If the context so requires it, singular means plural and vice versa.
 - b) Entire Agreement: The Contract constitutes the entire agreement between the Procuring Entity and the Service provider/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
 - c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
 - f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
4. **Language**
- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / selected bidder and the Procuring Entity, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
 - b) The successful / selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5. **Eligible Goods and related services**
- (a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
 - (b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ service provider. Also, the bidder is to quote/ propose only one make/ model against the respective item.
 - (c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document

- (d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past three years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- (e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6. Notices

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

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

8. Scope of Supply

- (a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

9. Delivery

- a) The service provider will be informed by RSMSSB about the details of quantum of works and it's location in advance adequately. However the list of exam centers will be shared only three days in advance and/or depending the number of exam centers selected for each examination assignments, the period of such notice may be relaxed.
- b) For every time, the assignment will be time bound, the service provider shall give proper attention for successful completion of project and the services shall be available for any assistance relating to the assignment
- c) The service provider will deliver the sufficient the number of jammers to block Cell phone/Bluetooth/CDMA/GSM/3G/4G/Wi-Fi etc. in exam centers.
- d) The Agency will deliver all service as mentioned in scope of work and in term and condition of bid document
- e) The contract for the Services can be repudiated at any time by the Procuring entity, if the services are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- f) The Service provider/ Selected Bidder shall arrange to supply, install the ordered materials / services as per specifications within the specified delivery / completion period at offices / locations mentioned in the PO / WO.

10. Service provider’s/ Selected Bidder’s Responsibilities: The Service provider / Selected Bidder shall supply all the goods and related services included in the scope of work in accordance with the provisions of bidding document and / or contract.

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

12. Contract Price

- a) **The rate contract period will be for one year and may be extended further as per RTPP Act-2012 and Rules 2013 and rate will be firm during the rate contract period.**
- b) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- c) Prices charged by the Service provider/ Selected Bidder for the Goods delivered and the

Related Services performed under the Contract shall not vary from the prices quoted by the Service provider/ Selected Bidder in its bid.

13) Recoveries from Service provider/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the service provider along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

14) Taxes & Duties

- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RSMSSB as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the RSMSSB.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the RSMSSB shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15) Specifications and Standards:

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the service provider/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Service provider/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Service provider/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the RSMSSB, by giving a notice of such disclaimer to the RSMSSB.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the RSMSSB and shall be treated in accordance with the general conditions of the contract.

16 Confidential Information

- a) The Procuring Entity and the Service provider / Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Service provider/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Service provider/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Service provider/ Selected Bidder.
- c) The Procuring Entity shall not use such documents, data, and other information received from the Service provider/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Service provider / Selected Bidder shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - a. the Procuring Entity / Selected Bidder need to share with RSMSSB or other institutions participating in the Contract;
 - b. now or hereafter enters the public domain through no fault of that party;
 - c. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17. Sub-contracting

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

18. Transportation

- a) The service provider / selected bidder should quote the rate inclusive of travelling, lodging and boarding charges. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be

admissible.

19. Inspection

The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the service provider's / selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.

20. Inspection / Testing charges: Inspection / Testing charges (for engaging third party if any) shall be borne by the service provider/ bidder/ selected bidder.

21. Rejection:

a) Articles / Goods not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Procuring Entity

22. Delivery period & Extent of Quantity – Repeat Orders:

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- b) The selected bidder shall arrange supplies within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

23. Change Orders and Contract Amendments:

- a) The Procuring entity may at any time order the service provider/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring entity;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the service provider/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the service provider's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the service provider/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the service provider's/ selected bidder's receipt of the Procuring entity's change order.
- c) Prices to be charged by the service provider/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider/ selected bidder for similar services.

24. Samples:

- a) When notified by the Procuring entity to the service provider/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RSMSSB shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
The Samples shall be collected by the service provider/ bidder/ selected bidder on the expiry of stipulated period. RSMSSB shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RSMSSB and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. RSMSSB will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The service provider/ selected bidder shall at its own expense and at no cost to the Procuring entity carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.
- g) Drawl of Samples: - In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of selected bidder or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

25. Liquidated Damages (LD) :

- a) 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 with the bidder has failed to supply/ install/ complete:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%

- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the service provider requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

Bidders must make their own arrangements to obtain import license, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

26. Risk & Cost: If successful bidder fails to complete the milestone(s) the same will be got executed by another participated firm and the expenses incurred in this account will be charged by the bidder.

27. Price Fall Clause: The prices under a rate contract shall be subject to price fall clause of Act.

28. Limitation of Liability: Except in cases of gross negligence or willful misconduct: -

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

29. Change in Laws & Regulations: Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and / or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Service provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

30. Force Majeure

- a) The service provider / selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the service provider / selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the service provider / selected bidder. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the service provider/ selected bidder shall promptly notify the RSMSSB in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RSMSSB, the service provider / selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RSMSSB, the RSMSSB may take the case with the service provider / selected bidder on similar lines.

31. Change Orders and Contract Amendments

- f) The Procuring Entity may at any time order the service provider / selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b. the method of shipment or packing;
 - c. the place of delivery; and
 - d. the related services to be provided by the service provider/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the service provider’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the service provider / selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the service provider’s / selected bidder’s receipt of the Procuring Entity’s change order.
- c) Prices to be charged by the service provider / selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider / selected bidder for similar services.

32. Termination

a) Termination for Default

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

office, if there is one, may be obtained.

- b) **Termination for Insolvency:** RSMSSB may at any time terminate the Contract by giving a written notice of at least 30 days to the service provider / selected bidder, if the service provider / selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the service provider / selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RSMSSB.
- c) **Termination for Convenience**
 - a. RSMSSB, by a written notice of at least 30 days sent to the service provider / selected bidder, may terminate the Contract, in whole or in part, at any time for its Convenience. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - b. Depending on merits of the case the service provider / selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - c. The Goods that are complete and ready for shipment within twenty-eight (28) days after the service provider's/ selected bidder's receipt of the Notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices;
and/or
 - ii. To cancel the remainder and pay to the service provider / selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the service provider/ selected bidder.

33. Settlement of Disputes

- a. **General:** If any dispute arises between the service provider / selected bidder and RSMSSB during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the service provider/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The service provider / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the service provider / selected bidder.
- i. **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by RSMSSB for decision.
- ii. **Procedure for reference to the Standing Committee:** The service provider / selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the service provider/ selected bidder shall prepare a reply of

representation and shall represent the RSMSSB's stand before the standing committee. From the side of the service provider / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the service provider/ selected bidder and RSMSSB. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by RSMSSB.

- iii. **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place (Jaipur), where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

Section 6: Special Terms and Conditions of Bid and Contract

- 1) The following special conditions of contract shall supplement the general conditions of the contract whenever there is a conflict, the provisions herein shall prevail over those in the general conditions of contract. As per the project requirements, from time to time, the RSMSSB shall issue individual work order(s) to the successful bidder(s) for the service of jammers on various examination centers selected by board on rental basis for the period of 1 year, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RSMSSB. Instructions related to examination center and payment are given below:-
- (a) **The Bidder shall be informed about the details regarding the quantum of the work in advance adequately. However the list of examination centers duly with no. of candidates will be shared only three days in advance.**
 - (b) The Bidder shall maintain strict, at most secrecy and confidentiality with the given assignment and will not divulge any information relating to this assignment to anybody, third party at any point of time, further agency shall not sublet to other agency
 - (c) The Bidder may install either room wise Jammer or may install high capacity jammers covering many rooms but the objective of bid should be fulfilled i.e. to jam all electronic signals within the exam rooms, bathrooms and toilets of the examination center.
 - (d) **Rate should be quoted inclusive of all the activities relating to renting, including all taxes and service charges, if any.**
 - (e) **Jammer service should cover exam rooms, bathrooms and toilets within the center.**
 - (f) **The rates must be quoted inclusive of expenses on all the activities undertaken to accomplish the task such as, travelling, boarding and lodging charges of manpower, if any.**
 - (g) The bidder shall ensure that the all jammers are working smoothly without a technical glitch/problem. In case any technical erupts, there should be sufficient provision of its expert technical team to monitor the smooth functioning of the jammers during the examination period.
 - (h) The bidder shall ensure that there is no shortage of devices/equipments for jamming the mobile signals in any examination centers during the examination center. Extra jammer in centers would be kept available in case of emergency.
 - (i) RSMSSB will not be responsible for loss/damages of any equipment installed at the examination centers and the agency shall be fully responsible for safety and security of its equipments/infrastructure/manpower.
 - (j) Permission/approvals, if any, required, for the installation of the equipments at different places from the local authority/competent authority to be arranged by the awardees' itself. The bidder should follow all the directions given by secretary, cabinet secretariat New Delhi about providing jammer service on rental basis.
 - (k) Agency shall maintain strict secrecy and confidentiality and shall not divulge any information relating to assignments to any third party.

Payment terms and schedule:-

- (a) No advance payment will be made.
- (b) The payment shall be made only on received information/report regarding successful working of equipments at all the exam centers.
- (c) The bidder shall submit satisfactory performance certificate issued by concerned examination center superintendent and observer engaged by the board and duly counter signed by concerned exam center co-ordinator appointed by the firm with the invoice
- (d) Taxes such as TDS etc. will be deducted as per norms.
- (e) The currency or currencies in which payments shall be made to the successful bidder under this contract shall be Indian rupees (INR) only.
- (f) In case of dispute, the disputed amount shall be withheld and will be paid only after settlement of dispute
- (g) In case any center informs that the jammers stopped working due to one reason or other including power backup, besides necessary recovery/deduction from final payment, RSMSSB shall be free to recover the losses the agency by issuing a notice to this effect. In case of non-payment of recovery amount RSMSSB Shall be free to take legal action against the agency in the court of law for the consequent losses/damages incurred by RSMSSB in respect of the concern project.

Penalties and Deductions:-

- (a) The time schedule has to be strictly adhered as the examination related work is highly time bound. In case of failure at the centre on the part of the agency or on part of equipments failure, it shall be liable to pay penalty equivalent to amount payable for that centre to the RSMSSB, The following penalty (deduction) shall be applicable:-
 - (i) If do not provide jammer instrument to exam center- Rs. 1 lakh (Per center)**
 - (ii) If concerned examination center superintendent and observer engaged by the board gives unsatisfactory report of service - exam center payment will be deducted along with Rs. 50,000 rupee or more**
- (b) The security deposit along with earnest money is liable to be forfeited wholly or partially if any deficiency is found in the services or bidder fails to fulfill any agreed terms and conditions. The decisions of Chairman , RSMSSB shall be final & binding on the bidder in this regard
- (c) If the bidder fails to complete to the job and the RSMSSB has to get it done through any other firm at hire rates, the difference in the rates accrued shall be deducted from the firm (S) bill besides forfeiting the security deposit of the firm, imposing penalty and taking such other action as may be deemed fit by the Chairman, RSMSSB.

Annexure: 1 Tender Form (On bidders Letter head)

Addressed to:

Name of the procuring Entity	Secretary, RSMSSB
Address	State institute of agriculture and management campus, Durgapura, Jaipur-302018, Rajasthan
Telephone	0141-2552796
Tele Fax	141-2552795
E-mail	secyrsmssb@rajasthan.gov.in

Firm Details:

Name of firm				
Name of Contact Person with Designation				
Registered office Address				
Address of the firm				
Year of Establishment				
Type of firm Put Tick Mark	Public Limited	Private Limited	Partnership	Proprietary/C.A.
Telephone Number(s)				
Email Address/Website	Email:		Website:	
Fax No.				
Mobile Number	Mobile			
Since when engaged in providing services of jammer on rental basis				
Experience in Domain expertise				

1. Details of Cost of Tender Form, Processing fees and Bid Security Deposit: (Please attach scanned copy of demand draft with this annexure)

Activities	Amount (Rs.)	Details of Demand Draft	Date of Issue of Demand Draft
Cost of Tender form	400		
RISL Processing Fees	1000		
Bid Security	1000000		

2. Past Experience in for providing in Mobile/Cell phone/Electronic Devices Jammers in examination or related area

S.No.	Name & Address of Organization and contact details	Nature of Work	Cost of the project	No. of centers/candidates involved in project assignment for fixing jammers	Total No. of jammers provided on rental basis

3. PROFESSIONAL SUPPORT AVAILABLE:

(a) Manpower :- Number of persons available at different level on regular roll, their experience in relevant field.

**Man Power
Details**

S.No.	Name of the Employee	Designation	Experience

(b) Hardware Details:

S.No.	Name of Equipment	Model Number	Make	Quantity

4. Have you ever been debarred/blacklisted by any School/Board/University/Organization/Government Agency:.....

If yes Please provide the details.

5. Whether any Court Case/Proceeding is pending against the Tenderer:

If yes please provide the details

We agree to abide by all the terms, conditions and instructions mentioned in this form issued by the Tendering Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Name:	
Address:	
In the capacity of:	
Signed:	
Date:	
Place:	
Seal of the Organization	

Signature of Bidder

Annexure: 2 Technical Bid Specifications

TECHNICAL SPECIFICATIONS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.

Output Band	Frequency Band	Average Output Power	OEM Compliance (Y/N)
CDMA800	869-894MHz	34 dBm	
GSM900	925-960MHz	34 dBm	
DCS 1800	1805-1880MHz	33 dBm	
3G	2110 - 2170MHz	33 dBm	
Wi-Fi/ Bluetooth	2400 – 2500 MHz	33 dBm	
4G	2300-2400 Mhz	34 dbm	
Power Supply	AC:110/220 V DC 12V, Electric Current: 8A		
Total O/p Power	15 Watt		
Power Consumption	30 watt		
Shielding Radius	Up to 40 meters, signal strength <= -75dbm		
Complete accessories	Six antennas, Power cable, Signal Generator		
Advantages and Features	1. Smart cooling system for it work 24-7 continuously.		

I/We declare and affirm that the information given by me in technical bid is true to the best of my/our knowledge and belief and that if any untrue information is contained in the technical bid, my/our technical bid may be cancelled at any stage. I/We also undertake to complete the job exactly as laid down in the technical bid and Terms and Conditions of the Board.

(Authorized Signatory)

(Name in Block Letters, Designation and Stamp)

ANNEXURE-3: PRE-BID QUERIES FORMAT

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
Secretary,
RSMSSB
Durgapura, Jaipur

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

ANNEXURE-5: SELF-DECLARATION {to be filled by the bidder}

To,
Secretary,
RSMSSB
Durgapura, Jaipur

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: -

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last three years
- e. does not have any debarment by any other procuring entity
- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. will comply with the code of integrity as specified in the bidding document.
 - j. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 60 days from the date of issue of Letter of Rate Contract. Or

(Strike out whichever is not applicable)

We have an existing office at Jaipur at the following address:

.....

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Annexure: 6- Declaration by the Bidder regarding Qualification under Section 7 of the ACT (On bidder's letter head)

Declaration

In relation to my/our Bid submitted to _____ for 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 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.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
Secretary,
RSMSSB
Durgapura, Jaipur

CERTIFICATE

This is to certify that, the specifications of Jammer Service which I/ We have mentioned in the Technical bid, and which I/ We shall supply/provide if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Annexure-8: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,
Secretary,
RSMSSB
Durgapura, Jaipur

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to service as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the service in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory
Name:
Designation:

Financial Bid Format:- Online submission on e-Procurement Portal {to be submitted by the bidder only in BoQ format (.XLS) at eProc portal}

Name of Procuring Entity:- Secretary, Rajasthan Subordinate and Ministerial Service Selection Board, Jaipur

Name of Work: Rate Contract for The Service of Jammers to stop transmission of the information through mobile/cell phone/Bluetooth/Wi-Fi electronic devices at various exam centers of RSMSSB.

Contract No: NIB NO.: 06/2015-16 Dated: 26.08.2015

Bidder Name:				
Price Schedule				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Jammer service as per scope of work (Including all taxes)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5
1.01	Supply & Installation of Jammers (with power backup) on Rental basis Rate as Per Candidate basis		0.0000	INR Zero Only
Total in Figures			0.0000	INR Zero Only
Quoted Rate in Words				

Annexure : 9 BANK GUARANTEE FORMAT - PERFORMANCE SECURITY (PBG)

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

To,
Secretary
RSMSSB
Durgapura, Jaipur

1. In consideration of the RSMSSB having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the RSMSSB through and(Contractor) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the RSMSSB an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RSMSSB. Any such demand made on the bank by the RSMSSB shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RSMSSB and We..... (Indicate the name of Bank), bound ourselves with all directions given by RSMSSB regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RSMSSB any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RSMSSB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RSMSSB certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the RSMSSB that the RSMSSB 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 of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RSMSSB against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RSMSSB or any indulgence by the RSMSSB to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RSMSSB in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RSMSSB. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RSMSSB to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RSMSSB may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RSMSSB
For and on behalf of the RSMSSB

Signature

(Name & Designation)

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE “The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same.
6. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
7. The contents of Bank Guarantee shall be strictly as per format prescribed by **RSMSSB**.
8. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
9. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
10. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Procuring entity at the following address:

ANNEXURE-10: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2015 by and between **Rajasthan Subordinate and Ministerial Service Selection Board**, having its head office at **State Institute of Agriculture and Management Campus, Durgapura, Jaipur, Rajasthan** (herein after referred to as **RSMSSB**) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the "Successful Bidder/ Service provider") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

RSMSSB is desirous of appointing an agency for providing the service of jammers to stop transmission of the information through mobile/cell phone/ Bluetooth/ Wi-Fi/ Electronic devices etc. on rental basis for a rate contract period as specified in bid in exam centers selected by Board across the state of Rajasthan. as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

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

And whereas

RSMSSB has accepted the bid of service provider and has placed the Work Order vide Letter No. _____ dated _____, on which service provider has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The service provider has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RSMSSB along with its enclosures/ annexure, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RSMSSB to service provider at the rates set forth in the work order no. _____ dated _____ will duly supply provide the supply, Installation Jammer Service on various exam centers set forth in Annexure-2 technical specification thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexure and Technical Bid along with subsequent clarifications submitted by service provider.
3. The RSMSSB do hereby agree that if service provider shall provide the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RSMSSB will pay or cause to be paid to service provider, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the BID document.

Rate Contract for supply & Installation of Jammers on Rental Basis

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by service provider within the period as specified in the BID document.
5. The approved contract rates shall be valid for a period of 1 year which may be extended for a further period depending upon the satisfactory performance of the agency and RTPP Act Provisions
6. In case of extension in the delivery of services and/ or installation period/ completion period of services with liquidated damages, the penalty/recovery shall be made as per provisions given in section 5 general terms and conditions of bid document & section 6 special terms and conditions of bid document.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2015.

Signed By:	Signed By:
() Designation: Company:	Secretary, RSMSSB
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: RSMSSB, Jaipur
() Designation: Company:	() Designation: RSMSSB, Jaipur

ANNEXURE-11: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference

ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

- a. Name of the appellant:-
- b. Official address, if any:-
- c. Residential address:-

2. Name and address of the respondent(s):

- a.
- b.
- c.

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: <please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place

Date

Appellant's Signature

ANNEXURE 13: C.A. CERTIFICATE TOWARDS TURNOVER FROM JAMMER SERVICE (On C.A.'s letterhead)

To,
Secretary
RSMSSB
Durgapura, Jaipur

In response to the Tender/ NIT Ref. No. _____ dated _____, as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that annual turnover of my/our client _____ (Name of Bidder) from Jammer service in last 3 financial years on average over FY 2013-2014, 2012-2013 and 2011-2012, is given below

I/We hereby confirm that the annual turnover from Jammer service business in last three financial years is as follows:

Year	Turnover in figure	Turnover in words
1.		
2.		
3.		

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -
Registration Number:-
Authorized Signatory: -
Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE 14: C.A. CERTIFICATE TOWARDS POSITIVE NET WORTH

(On C.A.'s letterhead)

To,
Secretary,
RSMSSB,
Durgapura, Jaipur

In response to the Tender/ NIT Ref. No. _____ dated _____, as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client _____ (Name of Bidder) has positive net worth of Rs _____ (in figures) and Rupees _____ (in words) in the last three financial years, (2011-2012, 2012-13, 2013-2014)

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -
Registration Number:-
Authorized Signatory: -
Seal of the Organization: -

Date: _____
Place: _____