



BOARD OF SECONDARY EDUCATION RAJASTHAN, AJMER

To,

M/s -----

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PHONE : 0145-2632867-873,

FAX : 0145-2627394

NO :- IT&C/2020/102/04

Date:- 14/10/2020

**TENDER NOTICE**

**Sub: Quotation for evaluation & processing work of the following exams for year 2020 through OMR Sheets:**

1. NTS Exam Level – 1.
2. STS Exam for Class X.
3. State Arts & Commerce Talent Search (SACTSE) Exams for 12<sup>th</sup>.
4. State Maths & Science Talent Search (SMSTSE) Exams for 12<sup>th</sup>.

1. The Board hereby invites Tenders for evaluation & processing of the State Talent Search Exams 2020 through OMR Sheets for the Exam and National Talent Search Exam (First Level) 2020-2021. Only well reputed Data **centers / firms of Rajasthan State only**, having the experience of OMR sheet scanning works of the any Board / University or other similar organization Examinations required to quote their rates.
2. Tender form can be download from spps portal or board website. Last date for submitting the tender is 21/10/2020 by 3.00 P.M. along with cash receipt/D.D. of Tender fees Rs. 400/-(Four hundred only) and cash receipt/D.D. of earnest money 8,000/- Rs (Eight thousand only) both in envelope. The tender should be sent to the Secretary, Board of Secondary Education Rajasthan, Ajmer, in as "Tender for N.T.S.E. (First Level) S.T.S.E Exam". Tender shall be accepted by Speed Post / Registered Post, Courier Services or by hand.
3. Outer envelope shall marked as "Tender for N.T.S.E. (First Level) S.T.S.E Exam-2020" it will contain two envelopes. First envelope will be of Technical bid - Put up only cash receipt/D.D. for Tender fees and cash receipt/D.D./Banker's cheque for E.M.D., Tender form and all other necessary documents in this envelop and write "TECHNICAL BID" in bold letters on this. Second envelope will be of Financial bid – Put only bid

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[www.rajeduboard.rajasthan.gov.in](http://www.rajeduboard.rajasthan.gov.in)

E-Mail Add. : - [secy-boser-rj@rajasthan.gov.in](mailto:secy-boser-rj@rajasthan.gov.in)

Signature of Tenderer  
with Seal



Rates in this envelop and write "FINANCIAL BID" in bold letters on this envelop.

4. Technical bid Envelope will be open first, on the same working day at 4.00 p.m. bidders or their representatives may present at that time.

5. Financial bid will be opened of only those bidders who fulfill qualification in their Technical bids. Date and time of opening financial bid will be informed separately.

Important Dates

S.No	Events	Date	Location
1.	Date of Issue of Notice Inviting Tender (NIT)	14 /10 /2020	In News papers and website of BSER <a href="http://rajeduboard.rajasthan.gov.in">http://rajeduboard.rajasthan.gov.in</a>
2.	Date of availability of Tender Document on the website for Download	14 /10 /2020 12.30 P.M. to 21.10.2020 12.30P.M.	<a href="http://rajeduboard.rajasthan.gov.in">http://rajeduboard.rajasthan.gov.in</a>
3.	Last Date & Time of Submission of Tender Document, EMD and Tender fees cash receipt/DD/Bankers cheque Physically in sealed envelop to this office.	21 /10 /2020 03:00 PM	BSER, Ajmer
4.	Date & Time of Opening of Tender	21/10 /2020 04:00 PM	BSER, Ajmer



**Technical bid**  
**Check List of Required Documents and machines**

Append. - A

S.No.	Description	Details		Page No.
1.	E.M.D. Amount (Via Demand Draft /Cash Receipt No)			
2.	Experience Certificate			
3.	GST Details (If any)			
4.	Infra Structure Detail			
5.	Technical Skill Detail			
6.	Firms Address With Contact Person During Work And He/She Would be responsible for all communication and reply With Phone no., E-mail I.D. and Fax No.			
7.	Firm (Registration in corporation Certificate )			
8.	Firm Pan No. / Tin No.			
9.	Bank A/C No.			
10.	Past Experiences(Proof enclosed)			
11.	Availability of OMR Sheet Scanner			
	Name	Make	No. of OMR Scanner available	Speed per Hour
i)				
ii)				
iii)				
	Remark if any -			
12.	Five Sample of OMR sheet enclosed			





## BOARD OF SECONDARY EDUCATION, RAJASTHAN, AJMER

### Tender Form

Sub: Quotation for evaluation & processing work of the following exams for year 2020 through OMR Sheets:

1. NTS Exam Level – 1.
2. STS Exam for Class X.
3. State Arts & Commerce Talent Search (SACTSE) Exams for 12<sup>th</sup>.
4. State Maths & Science Talent Search (SMSTSE) Exam for 12<sup>th</sup>.

1. Name and Postal Address

M/s .....  
 .....  
 ..... Phone.....  
 Fax.....E-Mail .....

2. GST No..... PAN/TIN No.....

3. Bank A/C. No. ....IFSC Code .....

Bank Name , branch.....

4. Contact Person's Name, Designation and Mob. No. ....

5. Reference : Tender Notice No. ....Dated .....

6. Tender cost 8.00 Lac

7. Tender fee of Rs. 400/- (Four Hundred only) has been deposited by us through D.D. / Cash receipt no. ....Dated ..... And the photocopy of the same is enclosed herewith.

8. A sum of Rs. 8,000 (in words Eight thousand only) has been deposited by Cash receipt/bankers cheque/ D.D. No. ....Dated..... or by cash receipt no. ....Dated .....in favour of Secretary, Board of Secondary Education Rajasthan, Ajmer as an earnest Money.

9. We agree to abide by all the terms and conditions mentioned in the Tender Notice issued by Board Of Secondary Education, Rajasthan, Ajmer dated ..... We also agree to abide by all other conditions mentioned in the Performa enclosed, on each page of which we have put our signature in token of our acceptance

10. OMR Sheet Scanner are available at firms office which detail is mentioned in Technical bid's S.No. 11.





BOARD OF SECONDARY EDUCATION, RAJASTHAN, AJMER

**Terms and condition of processing work  
of the following exams for year  
2020 through OMR Sheets  
(Likely to be held in the month of November)**

1. NTS Exam Level – 1.
2. STS Exam for Class X.
3. State Arts & Commerce Talent Search (SACTSE) Exam-12<sup>th</sup>.
4. State Maths & Science Talent Search (SMSTSE) Exams-12<sup>th</sup>.

**1. STS EXAMINATION (A brief view) -**

(i) STS EXAM – CLASS –XTH :

1. Scholastic Aptitude Test (SAT) contains 90 questions.
2. Language Comprehensive Test (LCT) contains 40 questions.
3. Mental Ability Test (MAT) contains 50 questions.

(ii) State Maths and Science Talent Search Exam(SMSTSE) :

1. Scholastic Aptitude Test (SAT) contains :

- (a) Physics 30 questions
- (b) Chemistry 30 questions
- (c) Maths / Biology 30 questions

2. Language Comprehensive Test (LCT) contains 40 questions

3. Mental Ability Test (MAT) contains 50 questions

(iii) State Arts and Commerce Talent Search Exam (SACTSE) :

For Commerce Faculty :

Accountancy(30), Business Studies (30), Economics/Maths(30)

For Arts Faculty :

History(23),Geography(23),PoliticalScience(23),Economics/Maths(21)

**2. NATIONAL TALENT SEARCH EXAMINATION. (First Level) -(A brief view)**

(Two OMR Sheet Per Candidate) This Examination consists of two tests i.e. (1) Mental ability test (MAT) = 100 Marks (2) Scholastic Aptitude test (SAT) = 100 Marks. Each test carries one mark for one question. The minimum qualifying marks in each test is 40%. However in case of SC/ST/Physically Disable/Visually Challenged Candidates the qualifying marks 32% in each test. Separate answer OMR Sheets for mental ability test and scholastic aptitude test are given to the candidates and they are required



to en-circle the correct answer details & Scoring keys for both the test shall be supplied by this office along with the OMR answer Sheets.

The Firm will have to get the OMR answer sheets for evaluation by computer machine and tabulate the results. The tabulation register will contain only the Roll Number, SC/ST, Subjects offered under scholastic aptitude test, marks obtained in mental ability test and in eight subjects under scholastic aptitude test and grand total of marks obtained in both the test with result.

The Firm will also prepare a tabulation register of the selected candidates (approx. 155 candidates). The Tabulation Register will contain Centre Name, District Code, Roll No; Candidate Name, Father Name, Mother's Name, Address, Medium Code, SC/ST/OBC Code, Subjects and Marks etc, as per the required format approved by the Board.

About 35-40 thousand Candidates are expected to appear at the said all Examinations and about 1,00,000 OMR sheets required. (Three OMR sheets per candidate for STSE exam. and Two OMR sheets per candidate for NTSE exam.). Successful bidder shall deposit Security Deposit 2.5% of tender cost (Rs. 20,000/- in words Rs. Twenty Thousands only) and will have to execute an agreement on non-judicial stamp of Rs. 500/- value with in a period of 07days of issue of rate approval letter.

4. Security amount should be remitted in favour of Secretary, BSER by :
  - (A) Bank demand draft / Banker Cheque of any Scheduled Bank
  - (B) Bank guarantee of any Scheduled Bank
  - (C) FDR of any Scheduled Bank
  - (D) National saving certificate and/or any script issued under National saving schemes
5. The firm will provide candidate database as per requirement to the Board on CD.
6. Specifications of OMR Sheets.
  - (A) Sheet size 21.0 x 29.7cm
  - (B) Paper:- Front OMR 100 GSM High brightness
  - (C) Carbonless OMR 45 GSM Maplitho Paper
  - (D) Colours of Printing as per sample
  - (E) Design: - Above sheets shall be printed as per the design approved by Board. Instructions shall be printed on the back of sheet. Please attach five samples of OMR Sheets with tender as per given specifications.



7. Each sheet should be quality wise fit for scanning & must have holding system so that proper scanning is carried out. If any discrepancy is found then the deductions shall be made as per norms.
8. Only well reputed data centers/firms of Rajasthan State having the experience of OMR Sheet Scanning and processing work of the Board/University/Other Similar Examination are required to apply. Please Enclose the Experience Certificate.
9. The complete STR (System test run) will be done (Without any extra payment) as desired by the Board for the said examination.
10. The firm whom the work is allotted is responsible to supply the complete material, result etc. within 30 days from the date of last data / material supplied by the Board.
11. In case of delay to supply complete material, result etc. following percentages of value shall be deducted –
  - a) Delay upto one fourth period of the prescribed delivery period; 2.5%
  - b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%
  - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%
  - d) Delay exceeding three fourth of the prescribed delivery period; 10%

Note: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%
12. Board may make following deduction from the bill to compensate problem caused due to delay or error by approved firm -
  - i) If OMR Supply short size then penalty will deduct in Ratio of Actual Size.
  - ii) If cost of bill will more than Rs. one lac then paper will be tested by laboratory under specification of IS 1848(part-1):2018 and new amendment/rules. Meanwhile 70% payment may be made. In case of any discrepancy/deficiency like grammage, brightness and other is found then the double of the cost saved by the firm by using paper of lower grammage/other discrepancy and amount of full testing fees will be deducted from remaining 30% payment of the firm. Amount of testing fees will be remitted by board if test report is found correct.
  - iii) **A. Major Mistake will be deducted -**  
 Major Mistakes like calculation mistakes in awarding Pass & Fail, Validation and/or wrongly printing of marks more than maximum marks in TR & MS and likewise other mistakes. Depending on the severity of the mistake, the Secretary or Purchase committee shall be competent to impose the penalty.

**B. Rs. 100/- per Minor Mistake.**

The following types of mistakes would be treated as Minor Mistakes-



The Mistakes such as missing or print positions, misprinting in Candidate name, Father name, Mother name, District Code, Subject and marks etc. in all reports and TR & MS.

13. Scanning of OMR will be done two time(double scanning) at different pixel. If any discrepancy will found then it will be resolve that time.
14. The Contractor shall not assign or sublet his contract or any substantial part hereof to any other agency.
15. The contract will be terminated by the Board at any time if the work is found unsatisfactory and as a result of this the security amount deposited by the firm will be forfeited and the work allotted would be withdrawn and the Board shall be free to get this Job done by other firm at the risk & cost of the original firm.
16. Firm will have to bear all the expenses in transporting all material brought to firm's work place and returning back to the Board office e.g. OMR Sheets, Exams. Forms & Blank Stationery etc.
17. Any controversy or claim arising out of or related to this agreement or breach thereof will be settled by the Secretary of the Board. The decisions of the Secretary will be final and binding. In case of any dispute, all legal proceeding shall be lodged in courts situated in Ajmer only.
18. The following reports will be required by the Board for the both Examination:-
  1. Tabulation Register of all the candidates (Two Part)
  2. Mark sheet for all candidates with candidate's full postal address only S.T.S. Exam.
  3. General merit list including SC/ST/OBC candidates for the first 40 candidates (two part)
  4. District wise merit list (first five candidates from each district) two part obtained 50% marks.
  5. Central merit list for first 300 candidates.
  6. Both Examination result on CD.
  7. Candidate information database from on CD
19. For NTS Examination the firm will have to print about 100 to 150 certificate of using laser Printing for the merit list student. The Board shall provide the Stationery for these certificates.
20. Inspection of firm by the inspection committee may be carried out whenever necessary.



21. The scoring keys will be supplied by the Board along with the OMR answer sheets. The firm will have to get the OMR answer sheets evaluated by the OMR scanners & computers.
22. The blank computer stationery required for the purpose will be supplied by the Board.
23. The data entry/verification of the data and checking of the checklists etc. will be done by the firm.
24. Please quote rates per OMR sheet for scanning, data feeding, evaluation & processing the result of the aforesaid examinations and quote rates per OMR Sheet(One+One Carbonless)printing and supply for the year 2020 for all said exams in this tender.
28. Payment will be made after declaration of result of Exam. & Preparation of Mark sheet with candidate address. No advance payment shall be made at any stage.
29. The said job shall be assigned only to which firm / company who is working in the state of Rajasthan.
30. The Board would review contract after completion of exam process. Extension of the work for the subsequent year would be given only when services rendered by the Firm/Concern/ Company are found satisfactory. The Firm/Concern/Company has to agree the additional terms and conditions as per requirement at the time when extension is granted.
31. Any other terms and conditions not specifically mentioned above shall be as per The Rajasthan Transparency in Public Procurement Rules 2013.
32. Tender period may be extended keeping view of Covid pandemic.

Secretary

**Declaration**

I/We have thoroughly studied above all the terms and conditions of tender document and committed to abide them. On each page, I have signed my signature as proof of this, prescribed annexure A, B, C and D have been signed and enclosed.

**Signature of Tenderer  
With Seal**

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**[www.rajeduboard.rajasthan.gov.in](http://www.rajeduboard.rajasthan.gov.in)**  
**E-Mail Add. : - [secy-boser-rj@rajasthan.gov.in](mailto:secy-boser-rj@rajasthan.gov.in)**

**Signature of Tenderer  
with Seal**



**Financial Tender (bid)**

To be put in a separate envelope marked as "Financial Tender (bid)"

Sub: Quotation for evaluation & processing work of the following exams for year 2020 through OMR Sheets:

1. NTS Exam Level – 1.
2. STS Exam for Class X.
3. State Arts & Commerce Talent Search (SACTSE) Exam for 12<sup>th</sup>.
4. State Maths & Science Talent Search (SMSTSE) Exam for 12<sup>th</sup>.

Name and Postal Address and Phone no./M/s .....

**RATES**

Our rates for OMR Sheets Supply Printing, Scanning, Data feeding and Result Processing for above Exams. One + One Carbon Less OMR Sheet as follows-

S. No	Work Description	Rate in Rs. (A)	Applicable GST in % (B)	Total in Rs. (A+B)
1	Rate per OMR Sheet (One + One Carbon Less) printing and supply for STSE and NTSE	In Figure ..... In Words ..... ..... .....		
2	Rate per OMR sheet Scanning, Data feeding, evaluation and Result processing	In Figure ..... In Words ..... ..... .....		
	G. Total =			

Note: RTPP Rule 64 will be apply, If there is any discrepancy between words and figures in rates.

**DECLARATION**

1. We hereby declare that we have quoted rates in financial bid after careful study of terms and conditions of tender documents. We will also accept the decision of Chairman, Board of Sec. Edu. Raj. Ajmer in this regard.
2. We hereby also declare that our firm/company/concern is registered for the above work. We are in the business of above work, which can be verified, from our office record. We have all technical infrastructure, Staff etc. for smooth and effective executing of above work. We have not been black listed by any Government (Central and State) / Board / University / Public undertakings / Banks etc.

SIGNATURE OF TENDERER  
WITH SEAL

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## **AGREEMENT**

1. This agreement is made this ..... day of ..... between ..... (Herein after called "The approved firm" which expression shall, where the context so admits, is deemed to include its heir's successors, executors and administrators) of the one part and Board of Secondary Education, Rajasthan, Ajmer. (Hereinafter called "The Board" which expression shall, where the context so admits, be deemed to include, his successors in office and assigns) of the other part.
2. Where as the approved firm has agreed with the Board to supply, printing, scanning OMR sheets, data feeding, evaluation and result processing all other related works of NTSE, STSE exam. 2020, in the manner set forth in the terms and conditions of the tender and rates mentioned in the rate approval letter No. .... Date ..... of board.
3. And whereas the approved firm has deposited a sum of Rs..... (In words Rs ..... ) as security amount by Receipt No. .... Dated..... or Rs..... is deposited by Receipt No..... Date..... in this office as EMD now it treated as a part of performance security money and the rest amount of EMD a sum of Rs. .... has deposited as Bank Draft/Bank Guarantee/ FDR by receipt no..... date.....
4. Now these present witness to the following: -
  1. In consideration of the payment to be made by the Board through Secretary at the rates set forth in rate approval letter of board, the approved firm shall perform the work and discharge its responsibilities as set forth in the conditions of the tender and contract (Append. 'C').
  2. The Condition of the tender and contract for open tender enclosed to the tender notice No..... Dated..... will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement with clarifications / amendment as mentioned in subsequent points/Para's.
  3. The Board do hereby agree that if the approved firm executes the work and discharges its responsibility in the manner aforesaid, observe and keep the said terms and conditions, the Board through its Secretary shall pay or cause to be paid to the approved firm at the time and the manner set forth in the said conditions and agreement, the amount payable for each work.
  4. All document on OMR sheet stationery shall be print on glazed side. If it print on unglazed side then there will be no payment made for it and penalty also be impose for it. Higher quality of carbon paper shall be use.
  5. Any kind of document will not be destroy without board's permission before result declaration. Plate making charge will not be pay separately for extra printing of stationery.
  6. Certificate will have to print for the merit list student, using laser printing. Board will provide stationery for it.
  7. In case of shortage of stationery, it will be again printed and supplied earliest at the pre approved rate.
  8. After giving complete material, guideline/instructions and OMR sheets work shall have to be done within 12 days.
  9. Penalty will be charge for major and minor mistakes according to point no. 12 (iii) A and B of Append. 'C'.



5. If the supplier requires an extension of time on completion of contractual supply on account of occurrence of and hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply. But it is not necessary to extend time period keeping in view necessity of work.
6. In case of delay to supply complete material, result etc. following percentages of value shall be deducted –
  - a) Delay upto one fourth period of the prescribed delivery period; 2.5%
  - b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%
  - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%
  - d) Delay exceeding three fourth of the prescribed delivery period; 10%

Note: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%
7. If cost of bill will more than Rs. one lac then paper will be tested by laboratory under specification of IS 1848(part-1):2018 and new amendment/rules. Meanwhile 70% payment may be made. In case of any discrepancy/deficiency like grammage, brightness and other is found then the double of the cost saved by the firm by using paper of lower grammage/other discrepancy and amount of full testing fees will be deducted from remaining 30% payment of the firm. Amount of testing fees will be remitted by board if test report is found correct.
8. Desired reports will be given as per tender document.
9. Any dispute, breach, controversy or claim arising out or related to this agreement and all questions relating to the interpretation of this agreement will be decided by the Chairman of the Board who shall be the sole arbitrator and decision of the Chairman shall be binding and final.
10. Terms & Conditions and clauses, which are not specifically covered in this tender and this agreement, shall be dealt as per the Rajasthan Transparency in Public Procurement Act 2012 & the Rajasthan Transparency in Public Procurement Rules 2013 of the Government of Rajasthan.
11. In witness whereof the parties here to have set their hands on the day of..... 2020.

As a witness, both sides signed on

Signature of the Approved firm with seal

Date.....

Witness1. ....

Witness2. ....

Signature and seal of the Secretary

On Behalf of Board

Date.....

Witness 1.....

Witness 2.....



## **Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

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

### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

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

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## Annexure B : Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

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;

Date:  
Place:

Signature of bidder  
Name :  
Designation:  
Address:



### **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

#### **(1) Filing an appeal**

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### **(4) Appeal not to lie in certain cases**

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

#### **(5) Form of Appeal**

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

Doc1



(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**(6) Fee for filing appeal**

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

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

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



## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

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

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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





## माध्यमिक शिक्षा बोर्ड, राजस्थान, अजमेर

क्रमांक: मा.शि.बो.राज./आई.टी.एण्ड सी./2020/

दिनांक .....

राष्ट्रीय प्रतिभा खोज परीक्षा (NTSE) Level-1 एवं राज्य प्रतिभा खोज परीक्षा (STSE) कक्षा-10 एवं 12 के मूल्यांकन एवं प्रोसेसिंग कार्य तथा ओ.एम.आर.शीट्स मुद्रण एवं आपूर्ति के उपापन हेतु इच्छुक राजस्थान में स्थित फर्म बोली दाताओं से बोली दिनांक 21.10.2020 को 3.00 PM तक आमन्त्रित की जाती है। बोली सम्बन्धी अन्य विवरण राज्य सरकार के उपापन पोर्टल <http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in> एवं बोर्ड की वेबसाइट [rajeduboard.rajasthan.gov.in](http://rajeduboard.rajasthan.gov.in) पर देखा जा सकता है।  
UBN.....

सचिव