

NIT NO: - BSER/EXAM-I/17

Date: 13-11-19

# E-Tender Notice providing services of Live CCTV Cameras Surveillance system

Sealed Tenders are invited for providing services of Live CCTV Cameras Surveillance system in Examination Centers on turnkey basis for Main exam 2020 of Board of Secondary Education Rajasthan, Ajmer

	http://eproc.rajasthan.gov.in				
Tender document can be download from	http://sppp.rajasthan.gov.in				
Websites	http://rajeduboard.rajasthan.gov.in				
	Start Date: 15-11-19				
Period of Sale of Tender document	End Date: 16-12-19				
Estimated Project Cost	Rs. 2.50 Crore (Two Crosres fifty lacs) Only				
	Rs. 2,000/- (Rupees Two Thousand Only) /Banker				
	Cheque/ Demand Draft in favour of "Secretary,				
	Board of Secondary Education Rajasthan, Ajmer "				
Cost of Tender Document	payable at Ajmer				
	Rs. 5,00,000/- (Rupees five Lacs Only )				
	/Bank/Nationalised /Banker Cheque/ Demand Draf				
	in favour of "Secretary, Board of Secondary				
Bid Security Amount	Education Rajasthan, Ajmer " payable at Ajmer				
	Rs. 1000/- (Rupees One Thousand Only) in Banker				
	Cheque/Demand draft in favour of "MD, RISL"				
RISL Processing Fee	payable at "Jaipur"				
Pre Bid Meeting Date and Time	25-11-19 Time -11:30 AM				
	Online at eproc Website				
	http://eproc.rajasthan.gov.in				
Manner, Start/ End Date for the	Start Date : 15-11-19				
submission of Bids	End Date : 16-12-19				
Submission of Tender fees, Security					
amount and RISL Processing fees in Office	15-11-19 Upto 16-12-19 Upto 4:00PM				
Date and Time of opening of					
Technical Bids	17-12-19 Time -11:30 AM				

Secretary

#### NIT NO: - BSER/EXAM/2020/

To,

Date

Phone No.:- 0145-2632866 0145-2632867

M/s	•••••
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#### E-TENDER NOTICE

E-Tender for providing services of Live CCTV Cameras Surveillance system in Examination Centers on turnkey basis for Main Exam 2020 of Board of Secondary Education Rajasthan, Ajmer. Estimated value of work will be Rs. Two Crores fifty lacs only.

E-Tender form with Terms and Conditions can be downloaded from website depositing a sum of Rs. 2,000/- (Rs. Two Thousand only) Through /Banker Cheque/D.D. in favour of ""Secretary, Board of Secondary Education Rajasthan, Ajmer " Payable at Ajmer

The tenderers will have to send a Banker Cheque/ Demand Draft of Rs. 1000/- (One Thousand Only) as a mandatory processing fee in the name of ""MD, RISL"" payable at Jaipur. Photocopy of the draft will have to be uploaded with other documents at the time of applying for the tender.

Bid security amount Rs. 5,00,000/- (Rs. Five Lacs Only) in the form of /Banker Cheque/ Demand Draft in Favour of "Secretary, Board of Secondary Education Rajasthan, Ajmer " Payable at Ajmer

The E-Tender will be uploaded on e-Procurement website http://eproc.rajasthan.gov.in State Public Procurement Portal http://sppp.rajasthan.gov.in and Board website http://rajeduboard.rajasthan.gov.in. E-Tender is to be submitted only through e-procurement.

Secretary



S. No.	ΤΟΡΙΟ	PAGE NO.		
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### A. INSTRUCTIONS TO THE BIDDERS

- Please go through the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule.
- Bidders should take into account any corrigendum published in the Tender document before the date of submitting of bid. All such corrigendum will be placed on BSER website <u>http://rajeduboard.rajasthan.gov.in</u> & https://eproc.rajasthan.gov.in and http://sppp.rajasthan.gov.in will be considered as part of the Tender documents.



B. <u>Tender</u> <u>Notice:-</u>

### (BOARD OF SECONDARY EDUCATION RAJASTHAN, AJMER)

### **E- TENDER NOTICE**

Secretary, Board of Secondary Education Rajasthan, Ajmer invites sealed tenders under two bid system (Technical & Financial) from the reputed. Firms /Companies/Agencies/Societies having adequate infrastructure and Experience of handling the works of Providing services for Live CCTV Cameras surveillance system in Examination Centers throught out the state on turnkey basis for MAIN Exam 2020. The exam will be conducted in Month of Feburary 2020 (Approx. 20 days) and number of centers where services are required is approximately 300. The Tender Document will be available on https://eproc.rajasthan.gov.in, & Board's Website http://rajeduboard.rajasthan.gov.in and state website http://sppp.rajasthan.gov.in can be downloaded from 15-11-19 and last date for submission of bid documents is 16-12-19 upto 4:00PM Submission of hard copy of Tender fees, Security amount and RISL processing fees should be submitted in office 16-12-2019 up to 4:00PM Amendment /correction if E-Tender Document will be done by the Board Authority through any in the https://eproc.rajasthan.gov.in, http://rajeduboard.rajasthan.gov.in and http://sppp.rajasthan.gov.in. Prospective bidders are requested to regularly visit/check the Board's Website. For RISL Fees Rs. 1000/-(One thousand Only) Through Banker Cheque/ Demand Draft in favour of "MD, RISL" Paybale at Jaipur is to be submitted. The cost of bid document is 2000/- (Rs. Two Thousand only) through Banker Cheque/ Demand Draft and EMD of Rs. 5,00,000 (Rs.Five lacs) through /Cash/Banker Cheque/ Demand Draft in Favour of "Secretary, Board of Secondary Education Rajasthan, Ajmer" Payable at Ajmer and the proof of /Banker Cheque/Demand Draft should be enclosed/uploaded with the tender document. Complete filled-up Bid Document must be submitted only online to Secretary, Board of Secondary Education Rajasthan, Ajmer through https://eproc.rajasthan.gov.in. The Technical Bids shall be opened on 17-12-2019 at 11:30AM AM by the committee authorized by the Secretary for this purpose in the BOARD Office in the presence of the bidders who wish to remain present. The Financial Bid of the bidders whose Technical Bids are found complete and fulfill the eligibility criteria, shall be opened for which the firms will be informed. No tender by Fax/E-mail will be entertained. Conditional tender will not be accepted. Incomplete bids shall be similarly rejected. The competent authority of the Board reserves the right to accept or to reject any or all bids without assigning any reason.

#### SECRETARY



#### C. DEPOSITE OF TENDER FEE AND EARNEST MONEY

- 1) The tender fee (non-refundable and non-adjustable) of Rs. 2000/- (Rs. Two Thousand only) is to be submitted in the form of /Banker Cheque/ Demand Draft in Favour of "Secretary, Board of Secondary Education Rajasthan, Ajmer" Payable at Ajmer
- 2) Bid Security (Earnest money) deposit (EMD) of Rs5,00,000/- only (Rupees Five Lac Only) is to be submitted as /Banker Cheque/Demand Draft in Favour of "Secretary, Board of Secondary Education Rajasthan, Ajmer" Payable at Ajmer .
- 3) RISL Fees of Rs. 1000/- (One thousand Only) through Banker Cheque /Demand Draft in favour of "MD, RISL" Payble at Jaipur.
- 4) Bids without RISL fee, tender fee and EMD shall be rejected.
- 5) In the case of those Bidders who fail to qualify the eligibility criteria and whose technical bids do not qualify, the Bid Security (Earnest Money) Deposit (EMD) will be refunded to them without any interest from date of finalization of technical bids. Exemption and/or relaxation shall be allowed as per RTPP rules applicable.

### D PERFORMANCE SECURITY DEPOSIT/ BANK GUARANTEE

The successful bidder shall submit an unconditional and irrevocable work performance security as under :-

- 1. Demand Draft/Banker Cheque By Nationalized Bank/Scheduled Commercial Bank
- 2. National Saving Certificate/NSS
- 3. Fixed Deposited Receipt. (FDR)

4. Bank Guarantee issued by Nationalized Bank/Scheduled Commercial Bank. in favour of "Secretary, Board of Secondary Education Rajasthan, Ajmer " of an amount equivalent to 5% of contract value (2% may be adjusted in Bid Security amount and rest 3 % value will be deposited) Nationalized Bank/ Scheduled commercial bank located in India at his own expense within 7 working days from the date of issue of Work Order of the Contract failing which the work order stands cancelled and EMD shall be forfeited. as per RTPP rule 76(3) of Rules 2013 Exemption and/or relaxation shall be allowed as per RTPP rules applicable.



#### **E. DETAILED SCOPE OF WORK:**

**1.** Secretary, Board of Secondary Education Rajasthan, Ajmer proposes to invite Technical and Financial Bids from the authorized Service Provider(s) to install, commission and operationalize the required Approx.300 Exam Centres) CCTV Cameras for live observation of activities of candidates & their recording in the Examination Centres on the day of examination.

- I. The installation of CCTV Cameras should be made at least One day 4:00 PM in advance from the scheduled date of examination and CCTV Cameras should be functional for one hour before the scheduled time of commencement of the examination and ½ an hour after the completion of the examination.
- II. To organize and provide required manpower to install the CCTV Cameras at the Examination Centers. Live streaming / Recording must be with camera no centre code, name, Room No. date & time.
- III. In case of Live CCTV Cameras surveillance, Cameras should be connected to internet and Control room needs to be setup at Board Office.
- IV. To provide uninterrupted service of CCTV Cameras along with back-up of and ensure proper working of CCTV Cameras during the conduct of examination.
- V. During the period of examination streaming facility shall not be interrupted due to any technical fault, etc., and the Agency shall take due care of functioning of CCTV Cameras with adequate backup during the conduct of written examination in the time period mentioned in the Work Order.
- VI. The bidder is required to submit complete recording of the entire examination within 7 days of completion of the examination.
- VII. Power backup and other arrangements on every center would be done by the bidder.
- VIII. The hardware required for the job shall be procured and maintained by the service provider and Training/ sensitization of staff deployed at the examination Centres shall be imparted by the service provider.
  - IX. The liability of the BOARD office will only be limited up to payment of the rental value of the cameras/ hardware provided.
  - X. All Live streaming must also be recorded on own secured central server as well as on local devices. The above shall be secured sever or local devices and successful bidder shall give undertaking to BSER office that the all data shall be deleted after the submission/confirmation of tender authority. No examination data shall be export/leaked in any manner without the permission of BSER officials.
  - XI. One Computer screen with one man power at every Examination Center should be provided for Center Incharge and 50 Computer Screens (40"10 screens & 16" 40 screens) with one man power on every screen at Main Control Room at BSER, Ajmer. These 50 man power should be headed by one incharge. No extra payment will be made for this.Live telecast on sensitive and more sensitive centre will be display on big screens.
  - XII. Internet, Power backup and other related arrangements on every center will be provided by the bidder.
  - XIII. If Network of any service provider is not available at and. Examination centre then the bidder will provide a certificate regarding it from all Network service providers before 3 days of getting the exam centre list.
  - XIV. Bidder has to arrange any additional quantity, if required.
  - XV. The bidder will have to ensure that the CCTV Cameras installed at the Centers one day before 4:00PM are working properly during the entire duration of the examination. It should be certified by centre suptd.
  - XVI. The bidder will have to ensure clearity and good condition CCTV Cameras at the Centres.
  - XVII Bidder will give Live demo one day before examination at the selected centers.
  - XVIII Firm will also install CCTV Cameras at collection centers and one camera will also be installed at centre incharge room of concerned examination centres.
  - XIX. CCTV Cameras installed at collection centers will work fulltime up to the completion of all work. i.e. collection and dispatch of copies.
  - XX. Installation report regarding installs of CCTV Cameras to be given by Center Incharge & for collection centre incharge on the same day.



# 2. The Bidder should satisfy the following criteria:

- Form of organization, whether partnership or limited liabilities partnership or proprietorship or Limited Company must be clearly mentioned in the tender. If partnership firm, the names & (i) addresses of the partners and if Limited Co., the names and addresses of the Directors and Registration Number may be expressly stated.
- The Bidder's turnover in last all three Financial Years i.e. (2016-17 and 2017-18,2018-19) should be at least 1.5 Crores per annum each Supported by Financial statements, Balance (ii) Sheet duly certified by the Chartered Accountant.
- (iii) Copies of Registration certificate of GST / Pan Card must also be enclosed. Tax at source will be deducted at the rate applicable at the time of payment.
- (iv) Bidder should have executed at least one order of installation of Live CCTV Cameras on rental basis in minimum 100 Examination Centers or 3000 Live CCTV Cameras for the Government Organization/ Public Service Commission/ PSU/ Central/state Govt for the provision of CCTV Cameras Services in a single order in any of last last 3 years till 2019. Experience of having successfully completed similar works during 3 years.
  - (a) Three similar completed work costing not less then the amount equal to 40% of the estimated cost.
    - OR
  - (b) Two similar completed work costing not less then the amount equal to 50% of the estimated cost.

OR

- (c) One similar completed work costing not less then the amount equal to 80% of the
- An undertaking of bidder enclose that bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/ University/ Commission and any Government/ Government (v) undertaking/ organization in the last five years

#### 3.

- Documentary evidence duly certified by Authorized Signatory must be provided in support. The required work order and completion certificate of above mentioned eligibility criteria i)
- Copy of registered partnership deed in case the firm is in partnership or Limited liabilities partnership/ Copy of Reg. shop under shop act in case of Proprietorship and Memorandum of ii) articles in case the firm is Private Limited / Public Limited Company along with copy of
- The bidder has to undertake that the firm/individual State has not been debar or blacklisted from participation in tender anywhere in Central/state govt. Depts. /Central Govt. PSUs /Consumer iii) Society approved by Central Govt or State govt.
- PAN Card, & Bank Account number & a copy of Registration of GST.
- Final account of bidder for the fin. Year, 16-17 and 17-18, 18-19 Duly verified by C.A. iv)
- Turnover certificate from C.A as mentioned at pera 2 (II) above. v)
- Statement of work executed and copy of work order & work completion certificate as per pera vi) vii) 2(iv) above



#### F. TERMS AND CONDITIONS

- 1. The technical bid shall contain the documents specified or claimed by the bidder fulfilling the Eligibility and should be signed by the bidders failing which the bid will be summarily rejected.
- 2. The rates so quoted should be Excluding GST & inclusive of all other taxes & Expences.
- 3. The examination centers are all over Rajasthan. The Secretary, Board of Secondary Education Rajasthan, Ajmer may add/remove Places of examination which will be informed to bidder well in time.
- 4. The Office of the Board of Secondary Education Rajasthan, Ajmer reserves the right to restrict and deny the entry to any staff member of the bidder, if so deemed appropriate by it, in examination centre.
- 5. The bidder will ensure that the staff engaged are disciplined and maintain full decorum of the office.
- 6. The successful bidder shall make arrangement for checking of the CCTV Cameras at its own cost and shall keep all the machines in perfect working condition at all time, so as to ensure smooth running of work. In case of failure of any of the CCTV Cameras, the bidder shall have to make alternative arrangement immediately so that the work does not suffer.
- 7. The CCTV Cameras surveillance should have Power backup for continuous working.
- 8. Payment of the work done shall be subject to satisfactory performance and fulfilling of all the terms and conditions of the contract. If it is found at any time that the CCTV Cameras is not functioning in accordance with the agreed terms and conditions, the Board of Secondary Education Rajasthan, Ajmer shall take action against the successful bidder as per tender penalty clause H & I
- 9. The contract may be canceled at any time without assigning any reason for the same. The decision of the Chairman, Board of Secondary Education Rajasthan, Ajmer in this regard shall be final and binding.
- 10. Time is the essence of the contract and the bidder shall adhere to the time schedule as prescribed by Secretary, Board of Secondary Education Rajasthan, Ajmer for execution of the work.
- 11. The bidder will ensure that the space provided to it by the BOARD office is not misused in any manner.
- An appropriate agreement will be executed by the successful bidder with the Board on the agreed terms and conditions. The Board will deal with the successful bidder directly and joint venture/constitum etc. should be allowed. In case joint venture/ constitum firm shall provide aggrement duly notorised and authority of authorized signatury of the firm.
- 13. if work gets stopped due to fault of the bidder at any examination room/ Centers, then penalty shall be levied for such stoppage at such rate as given in penalty clause.
- 14. The service provider is advised to visit all the Centres well in advance of the examination date to get acquainted with the available facilities at the center.
- 15. Firm will also ensure confidentiality of the Examination. If found guilty and misbehaviors with person deployed at examination centers, the firm will be responsible for their act.
- 16. Firm will be responsible for their act for any kind of accident/ loss caused during the exam period.
- 17. BOARD monitoring team will check CCTV Cameras four times during the duration of examination. Out of that 2 times (50 %) live streaming per day is necessary. If live streaming is less than 50% then 25 percent payment of the per camera rate will be paid. If live stremming is Zero than no payment of that camera will be paid for that day.



#### G. NEGOTIATION

Negotiation will be done as per RTPP rules 2013

#### H. PENALTY CLAUSE

- 1 The time schedule has to be strictly adhered to 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 equipment's failures & the agency is not able to provide camera recording shall be liable for penalty @ Rs. 1000/- Per Camera & Rs. 3000/- per camera on sensitive & more sensitive center in addition to deduction of Camera Payment.
- 2 In case if the Board is of the view that the work has not been satisfactorily and professionally performed by the Firm, the Board shall in addition to forfeiture of work performance security shall be entitled to terminate the agreement without giving any notice.
- 3 All disputes in this connection shall be settled in jurisdiction at Ajmer.
- 4 The Board also reserves the right to cancel/modify / relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.

#### H. PAYMENT CLAUSE

- 1. No advance payment shall be made under any circumstances to the successful bidder.
- 2. Rate quoted by the bidder shall be inclusive of all taxes, incidental cost of service provider including transportation, handling, and installation.
- 3. No extra costs shall be paid by the Board of Secondary Education Rajasthan, Ajmer on any additional account to the successful bidder.
- 4. The payment will be made as earliest as possible after completion of examination and receipt of required certificates, along with all data (District, Date, Centre & Hall wise, Shift wise) in Hard Disc.
- 5. Performance Bid security needs to be submitted by successful firm before signing of agreement between BOARD and successful bidder.
- 6. All Payment shall be subject to deduction of applicable TDS.
- 7. Hard Disc shall be provided by Firm & it will be property of BOARD Office.

#### I. BID OPENING PROCESS

- 1) Technical only those bidders, whose Tender Fee, RISL Fees and EMD instruments are found to be in order, and who fulfill the conditions as mentioned at page no. 11-12 shall be opened on the specified date and time of opening of Technical Bid in the presence of the representatives of the bidders who choose to remain present at Board Office.
- 2) The financial Bids of only those Bidders short listed from the Technical Bids shall be opened in the presence of their representatives on a specified date and time, to be intimated to the eligible Bidders.
- 3) No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid whether technical and financial, till final decision in this regard has been conveyed to the successful bidder(s). However, Committee of the BOARD can make any enquiry / seek clarification from the bidder, which the bidders must furnish within the stipulated time or else the bid would be evaluated on the basis of papers/ documents submitted by the Bidder. No separate representation would be entertained in this regard by the Board.



**ANNEXURE - I** 

#### **TECHNICAL BID** Name and address of the Firm / Company with contact details :-1. Email: Fax :-Telephone/Mobile: Contact details of the Person authorized to make communication with BOARD Name Designation Phone/Mobile No. Fax NO. E-Mail ID **Company /Firm Details** 2. Type of Company (PSU, Pub. Ltd /Pvt. Ltd/ LLP/ Proprietorship/ any Other Company / Firm Registration No. & Date of registration Year of incorporation / establishment PAN No. (Copy to be enclosed) GST Registration (Copy to be enclosed) Others **Financial Information** 3. 2018-19 2016-17 **Balance Sheet** Gross annual turnover (minimun 1.5 crore) a. Profit/loss b. Proposed (tentative) manpower to be 4. deployed by the bidder **Rental basis** Ownership **Quantity of CCTV Cameras** 5. basis available with the agency Work 1 Work 2 Project / work completed 6. Name of Project / work a. Name Of Client b. Work order no. and date c. Actual work completion date d. Project value e. Amount of complited work f.



7. Detail of Tender Fee, RISL Fees and Earnest Money Deposit (Scanned Copy Attached) Note: Following must be attached with technical bid

- 1. Copy of PAN Card of the Firm
- 2. Copy of Certificate of GST Registration No.
- 3. Copy of Balance sheet of 2016-17 and 2017-18. 2018-19 Certified by C.A.
- 4. Document of work order and satisfactory work completion certificate of contract executed for executing similar work for Central/ State Government Offices/PSUs/Autonomous organizations of Government.
- 5. All documents to support technical eligibility must be enclosed duly certified by Authorized signatory.
- 6. Any other certificate as per Technical Requirement mentioned above.



FORWARDING LETTER (SELF DECLARATION FORM) (To be submitted on Bidder's letter head)

Date

То

Secretary, Board of Secondary Education Rajasthan, Ajmer Jaipur Road, Ajmer - 305001.

Ref: Tender Notice No. \_\_\_\_\_dated\_\_\_\_\_

Sir/Madam,

This is with reference to above mentioned tender for installation of CCTV Cameras in examination centers. We hereby submit our proposal along with the necessary documents and we hereby declare that our company is having unblemished past record and was not under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government /PSU/Board in the country of India.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that the Board reserves the right to consider / reject any or all bids without assigning any reason thereof.

Date:

Authorized Signatory: Name: Designation: Place: Contact No: Email:

**Company Seal and Signature** 



#### **ANNEXURE - II**

#### FINANCIAL BID

The Financial Bid should be submitted as per the following format: For providing services for Live CCTV Cameras surveillance system on various Examination Centers on turnkey basis for BOARD Main Exam., 2020.

#### Detail of the rate Quoted

S.No.	Description	Rates Per Complete period	Camera for Examination
1	Providing Services for CCTV Cameras (Wall fixtures) providing Services for Live CCTV Cameras. Surveillance system in Examination Centers on turnkey basis for Examination conducted by the Board Main Exam. Sr.Secondary 2020 Service Time 24 Days. (With Man Power according to tender)		
2	Providing Services for CCTV Cameras (Wall fixtures) providing Services for Live CCTV Cameras. Surveillance system in Examination Centers on turnkey basis for Examination conducted by the Board Main Exam. Secondary 2020 Service Time 12 Days. (With Man Power according to tender)		
3	Providing Services for CCTV Cameras (Wall fixtures) providing Services for Live CCTV Cameras. Surveillance system in Examination Centers on turnkey basis for Examination conducted by the Board Main Exam. collection center 2020 Service Time 45 Days. (With Man Power according to tender)		
4	Providing Services for CCTV Cameras (Wall fixtures) providing Services for Live CCTV Cameras. Surveillance system in Examination Centers on turnkey basis for Examination conducted by the Board Supp. Exam Sr./Secondary 2020 Service Time 03 Days. (With Mar Power according to tender)		-

Note

1. The rates so quoted should be Excluding GST & inclusive of all taxes & Exp. .

- II. Above rates include traveling, lodging and food etc.
- III. Power back will be Service provider responsibility.
- IV. Work can be allotted to more than one firm on the basis of minimum rate as per RTPP Act

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

Any person participating in a procurement process shall not offer any bribe, reward or gift or any material benefit either directly or indirectly in

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

#### 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 obligation, or comliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding (i)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
- have a relationship with each other, directly or through common third parties, that puts d. 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
- the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder e. 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
- the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods. Works or Services that are the subject of the Bid; or ſ
- 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.

### Annexure B: Declaration by the Bidder regarding Qualifications Declaration by the Bidder

In relation to	my/our Bid	submitted	to	 	for	procureme	ent of
	Dated						
Transparency i	n public Procur	ement Act,2	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;
- 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:

tavin, and KH, Sharma Sir Salat tendor 2018-19/Suchana Anvog Japan Ke Apusar, SAFAI TENDER 2014 Legal. Pege dee

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#### 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

#### (Prilling 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 form 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 expeditiously as possible and shall endeavour to dispose it 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 f 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) pr (3) above shall be in the annexed From along with as a many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

#### (6) Fee for filling appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousands, 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 India payable in the name of Appelate Authority concerned.

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

- (a) The First Appellate Authority or Second Appelate Authority, as the case may be, upon filing or appeal, shall issue notice accompanied by copy or 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 present to appeal prsent befor him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

#### 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 coresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total 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 (a) 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 Securing Declaration shall be executed.

#### 2. Procuring Entity's Right to very 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 procuress 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. 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 form the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

# 3. Diving quantities among more than one Bidder at the time of award (in case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured form the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the

quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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