

**The Rajasthan State Cooperative Bank Ltd.  
(RSCB)**

**Request for Proposal  
For  
AMC of Note Sorting Machine, JAIPUR  
(Tender No. RSCB/ADMIN/Comprehensive AMC of Note sorting  
Machines /2025-26)**

<p>Request for Proposal (RFP) for AMC of Note sorting Machines, JAIPUR</p>
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RSCB/ADMIN/ Comprehensive AMC of 17 Note sorting Machines  
/2025-26 dated

Mode of Bid Submission	Through e-Procurement
Procuring Authority	Dy. General Manager (EDP) The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) - 302015
Start of Sale of Bid	30.04.2025 , 11.30 AM
Last Date of Sale of Bid	07.05.2025 , 3.30 PM
Last Date of submission of Bid	07.05.2025 , 5.00 PM
Opening of Technical bid	08.05.2025 , 11.30 AM

Name of Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile no.	
Telephone no. / Fax no.	
Website / e-mail	
<p><b>The Rajasthan State Cooperative Bank Ltd.</b> HO: DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur-302015 Phone no. 9610780587, AGM(SA) e-mail: <a href="mailto:rscb.ittenders@rajasthan.gov.in">rscb.ittenders@rajasthan.gov.in</a></p>	

**1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

RSCB/ADMIN/ Comprehensive AMC of Note sorting Machines /2025-26  
dt .....

Mode of Bid Submission	Online through e-Procurement/ e-Bidding system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Procuring Authority	Dy. General Manager (EDP) The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur-302015
Bid Amount (Estimated Procurement Cost)	Rs. 5.31 Lakh (Excluding GST)
Bid Fee	<p>Bid Document fee is Rs.1180/- (Including GST)</p> <p><b><u>The above payment of Bid Document fee has to be deposited through Demand Draft in favour of The Rajasthan State Co-operative Bank Ltd. payable at Jaipur or through RTGS/NEFT compulsorily. The RTGS/NEFT account details of the bank is as under:-</u></b></p> <p>Bid Document fee - Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 97274100999</p> <p>Branch: Head Office</p> <p>IFSC Code: RSCB0000001</p> <p>Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be submitted.</p>
Bid procedure	Single Stage Two Part Open competitive Bidding: Technical Bid & Financial Bid at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid evaluation criteria (Selection method)	Technically Qualified bidder shall be selected on Lowest Cost Based Selection (LCBS) i.e. L1 bidder

Bid Security & Mode of Payment	<p>Bid Security – Rs 11000.00 (2% of Estimated Procurement Cost)</p> <p><b><u>The above payment of Bid Security has to be deposited through Demand Draft in favour of The Rajasthan State Co-operative Bank Ltd. payable at Jaipur or through RTGS/NEFT compulsorily. The RTGS/NEFT account details of the bank is as under:-</u></b></p> <p>Bid Security – Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91090100998</p> <p>Branch: Head Office</p> <p>IFSC Code: RSCB0000001</p> <p>Bid Security may be paid through Bank Guarantee of a scheduled bank also.</p> <p>In favour of : The Rajasthan State Co-operative Bank Ltd”, payable at Jaipur</p>
RISL Processing Fee	<p>RISL Processing fee: Rs.500/- by way of D.D in favor of M.D, RISL.</p> <p><b><u>(revised vide Finance Department , GoR Circular F.8(10)FD/SPFC/Misc/ 2022 dated 27.1.2023-Appendix1)</u></b></p>
Start date and time of download of e-bid	30.04.2025 , 11.30 AM
Last date and time of download of e-bid	07.05.2025 , 3.30 PM
Last Date of submission of e-bid with bid security	07.05.2025 , 5.00 PM
Opening of Technical bid/e-bid	08.05.2025 , 11.30 AM

The Rajasthan State Co-operative Bank Ltd.  
Jaipur (Rajasthan)

## 2. ELIGIBILITY CRITERIA / TECHNICAL EVALUATION

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

S. No.	Basic Requirement	Specific Requirement	Documents Required			
			Reg. No.	Year	Reg. Date	Attachment No.
1	Legal Entity	1)A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Firms registered under Limited Liability Partnership Act OR Proprietary Firm 2)Registrations under Rajasthan contractual labour (niyaman and unmulan) Act, 1970, 3)Employees Provident Fund Act, 1952 4)Employees State Insurance Act, 1948				
2	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder during last three financial years i.e. from <b>FY 2022-23, 2023-24 &amp; 2024-25</b> should be at least Rs. <b><u>19 lakh or more.</u></b>	Balance Sheet, P&L and CA certificates of three years i.e. 2022-23,2023-24 & 2024-25. CA Certificate should be duly signed and sealed with CA registration number.			
3	Financial: Net Worth	The net worth of the bidder for the last three years, including as on 31/03/2025, should be Positive	Balance Sheet of last three years and CA Certificate with CA's Registration Number/ Seal			
4	Tax registration and clearance	The bidder should have a registered number of i. GST ii. CGST/SGST/IGST/VAT where his business is located iii. Income Tax / Pan number.	Copies of relevant certificates of registration  CGST/SGST/IGST/VAT return			

		<p>iv. PF registration</p> <p>v. ESI registration.</p> <p>The bidder should have cleared his CGST/SGST/IGST/VAT dues up to 31.03.2025</p>	
5	Undertaking	<p>Bidder should: -</p> <p>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;</p> <p>b) 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 disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p> <p>e) The Bidder must not have been debarred by the State Government or <b>The Rajasthan State Cooperative Bank Ltd., Jaipur, Jaipur</b> or blacklisted by any other procuring entity.</p> <p>f) The bidder should have an established office/branch with</p>	A Self Certified letter as per Annexure-2: Self Declaration

		<p>required manpower at Jaipur/other applicable locations. (attached detail of office with address proof)</p> <p>g) The bidder should have an established office/branch with required manpower at Jaipur/other applicable locations. (attached detail of office with address proof)</p> <p>h) The bidder should submit the detail regarding type of machine required, safety precautions required to the labour force after surveying the entire building blocks and site area of bank. (attached technical questionnaire on their letter head as per annexure 4)</p>	
6	Experience	<p>A) Minimum 3 years of experience as on 31.03.2025 in AMC of G&amp;D Note Sorting Work reputed organizations/MNCs, banks, Institutions, Commercial establishments, State &amp; Central Organizations on annual contract basis.</p> <p>B) The Agency should have at least one satisfactory completed valid contract for similar work (refer scope of works) at Jaipur (submit one satisfactory completion certificate).</p> <p>C) The average annual turnover of the Agency should be at least Rs. 19.00 lacs in the last three accounting years ending 31.03.2025. Proof of which shall be submitted by way of IT returns, Audited Balance Sheet or Auditor's Certificate. (Attach CA certified certificate).</p>	<p>a) Copy of satisfactory performance certificates, issued by competent signatory of organization. Work order issued/ agreement in the name of bidder.</p>

Applicants are advised to furnish complete details/information about their qualifications, past experience and expertise. Complete documentary proof with respect to the details furnished in the application form regarding eligibility criteria shall be furnished along with the application form. In this regard, **copies of the work order and completion certificate** and or such documents shall be submitted. **Tender documents which do not contain the above details/documents are liable to be summarily rejected without any reference to the tenderers. As such tenderers are advised to submit the required documents/information in the first instance itself.** Intending tenderers should furnish the details about their tenderer as per the pro-forma provided in the "**Schedule A**".

**SIGNATURE OF THE TENDRER WITH SEAL**



### 3. Details of Note sorting Machine installed at The Rajasthan state cooperative bank branches and Regional offices.

Sr. No.	Note sorting machine Company Name	Machine Model No	Address of branch where Machine installed	City
1	Giesecke and Devrient India Private Limited.	Pronote 1.5F	Branch-Jawahar nagar,	Jaipur
2		Pronote 1.5F	Branch-Sikar Road,	Jaipur
3		Pronote 1.5F	Branch Mansarovar	Jaipur
4		Pronote 1.5F	Branch Malviya Naga	Jaipur
5		Pronote 1.5F	Branch Jagatpura	Jaipur
6		Pronote 1.5F	Branch Pratap Nagar	Jaipur
7		BPS C1	Branch Nehru Bazar	Jaipur
8		BPS C1	Branch Nehru Sahkar Bhawan	Jaipur
9		BPS C1	Branch Barkat Nagar	Jaipur
10		BPS C1	Branch C Scheme Branch	Jaipur
11		BPS C1	Branch Kota	Kota
12		BPS C1	Branch Jodhpur	Jodhpur
13		BPS C1	Branch Bikaner	Bikaner
14		BPS C1	Branch Vidhyadhar Nagar	Jaipur
15		BPS C1	Branch Udaipur	Udaipur
16		BPS C4	Branch Tonk Road	Jaipur
17		Numeron F	Head Office, Tonk Road	Jaipur

### 4. SCOPE OF WORK

- Comprehensive AMC of Note sorting Machines installed in The Rajasthan state cooperative bank Ltd as per details provide in Point No. 3
- Preventive maintenance schedule once in quarterly (BPS C1,BPS C4 & Numeron F) and Half yearly (Pronote 1.5F).
- Response time for breakdown call's within 24 hours.
- Resolution time : within 48 hours of complaint lodging.
- Governing Law & Disputes: All disputes or differences whatsoever arising between the vendor & the Bank out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof shall be settled amicably. In case of failure to resolve the disputes or differences between

the vendor and Bank amicably, the matter may be referred to the Registrar, Co-operative Societies, Rajasthan, Jaipur for arbitration under section 58 of the Rajasthan Co-operative Societies Act, 2001 and its amendments thereto. The award made in pursuance thereof shall be binding on the vendor & the Bank. Any appeal will be subject to the exclusive jurisdiction of courts at Jaipur, Rajasthan only.

The vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued or until the decision to contrary of the arbitrator or the umpire, as the case may be, has been obtained by vendor. The venue of the arbitration shall be Jaipur, Rajasthan only.

- The tenure of the Contract will be for a period of 1 (one) year extendable for further 6 months effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected Vendor at its own convenience without assigning any reason and without any cost or compensation therefor.

## **SIGNATURE OF THE TENDERER WITH SEAL**

## 5. INSTRUCTION TO BIDDERS (ITB)

### 1) Bid Security (EMD)

Every bidder, participating in the procurement process will be required to furnish the bid security as specified in the NIB. There is no exemption for payment of EMD on any category.

- a) Bid security instrument (Pay Order/Demand Draft) shall necessarily accompany the technical bid.
- b) 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.
- c) The bid security may be given in the form of a Pay Order or Demand Draft. The bid security must remain valid for 30 days beyond the original or extended validity period of the bid.
- d) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- e) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - i. when the bidder withdraws or modifies its bid after opening of bids;
  - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - iii. 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;
  - iv. comply terms and conditions and obligations of the service contract/Bid document/SLA
  - v. in the event RSCB Ltd., Jaipur coming to know at any time that any wrong information in respect of the contract is provided by the bidder in the offer, then RSCB may solely at its discretion, reject the offer and invoke the Bank guarantee or forfeit the earnest money deposit, furnished by the bidder.
  - vi. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - vii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

- g) No interest shall be payable on the bid security.
- h) Bid Security of successful bidder will be refunded after the completion of the complete project.

2) Downloading Bid documents

- a) The sale of bidding documents shall be commenced and stopped as per details mentioned in NIT. The complete bidding document shall also be placed on the RSCB website [www.rscb.org.in](http://www.rscb.org.in). The prospective bidders shall be permitted to download the bidding document from the website and enclose PO/DD while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it by Pay Order or by Demand Draft

3) 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.

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 & Signing of bids

a) Bidders must submit their bids to Procurement Officer, The Rajasthan State Co-operative Bank Ltd.

b) All the documents should be signed and sealed on each and every page.

c) A single stage two part / cover system shall be followed for bid.

a. Technical Bid including fee details, eligibility and technical documents

b. Financial Bid

d) 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) Cost and 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.

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.

8) Deadline for the submission of Bids

a) Bids shall be received online 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 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 [www.rscb.org.in](http://www.rscb.org.in), 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.

9) Withdrawal, Substitution, and Modification of Bids

Bids withdrawn shall not be opened and processes further.

10) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised 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 bidders' 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 only for the bidders who have submitted the prescribed fee(s).
- 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.

11) Selection Method:

Lowest evaluated technically responsive bidder shall be selected.

12) Clarification of Bids

- a) 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 through the e-mail/letter.
- b) 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.
- c) 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.
- d) 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.

13) 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.

The decision of the procurement committee regarding responsiveness of bid shall be final and binding.

**b) Non-material Non-conformities in Bids**

a. The bid evaluation committee may waive any non-conformity 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, CGST/SGST/IGST 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 evaluated based on the compliance of the documents submitted in the technical bid.

**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.

**14) 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) For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation 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 shall 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. In case quality is also a criteria and the combined score of technical and financial evaluation is considered;
- 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, if price is the only criterion, or most advantageous Bid in other case;
- 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.

#### 15) 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) 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 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.

16) Comparison of rates of firms

All financial bids must be submitted with all inclusive prices.

17) 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) 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/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

f) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

18) 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 communicated to the concerned bidder.

19) 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.

20) Acceptance of the successful Bid and award of contract

- a) 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.
- b) 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.
- c) 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 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.

21) Information and publication of award

Information of award of contract shall be shared with the selected bidder only.

22) 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.

23) Right to vary quantity

a) 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 or compensation.

b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:

- a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- b. 50% of the value of goods or services of the original contract.

24) Performance Security

a) Prior to execution of agreement, Performance security shall be solicited from successful bidder.

b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms: -

- a. Bank Draft of a scheduled bank;
- b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. 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 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 maintenance and defect liability period.

e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

- a. When any terms and condition of the contract is breached.
- b. When the bidder fails to make complete supply satisfactorily.
- c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- d. if procuring entity comes to know that the bidder has furnished wrong information.
  - f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
  - g) No interest shall be payable on the PSD.

#### 25) Execution of agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched 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 dispatched 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.

#### 26) 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: -

- a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. 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 authorized to have access to such information.
  - c) The procuring entity may impose on bidders, 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.

#### 27) 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 -
  - a. 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.
- e) If the bidder who's 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.

28) 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 behaviour 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: -

- i. exclusion of the bidder from the procurement process;
- ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- iii. forfeiture or encashment of any other security or bond relating to the procurement;
- iv. recovery of payments made by the procuring entity along with interest thereon at bank rate; ]
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;



- vi. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) 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; 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 Technical Resource for the contract.**

30) 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.

31) Sub-Contract is not allowed.

32) Nominal Membership - The successful bidder is required to become a nominal member of the bank.

33) All T&C of RTPP Act and notification dated 30.04.2018 issued by Revenue deptt. (G&T) Govt. of Rajasthan will be applicable to the entire process.

## 6. GENERAL TERMS AND CONDITIONS OF BID & CONTRACT

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

**BANK** shall mean “The Rajasthan state cooperative bank ltd.,Jaipur” Head Office, or its Branches and Regional offices.

**CONTRACTOR** shall mean the successful tenderer to whom the work is awarded.

**SITE** means The Rajasthan state cooperative bank Ltd.,Jaipur” Head Office, DC-1,Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015.

**CONTRACT** means this “NIT” (Notice Inviting Tender) and its components.

This tender will be subject to all the terms and conditions of the finance department’s circular number F.2(1)finance/spfc/2017 dated 30.04.2018.

### 1. SECURITY DEPOSIT

- The successful bidder should submit a Security Deposit for **5% value of the contract value** within **fifteen days** from the date of acceptance of work order for due performance of the Contract.
- The Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India or FDR with The Rajasthan state cooperative bank Ltd.
- The Performance Bank Guarantee should be valid for 14 months from the date of commencement of contract.
- The Performance bank guarantee will be returned to the bidder within 15 days after completion of Contract period subject to satisfactory performance and on the contractor rendering a No Demand and No Dues Certificate, and after adjusting any sums due to The RSCB ltd from the contractor.
- The Bank shall invoke the Performance Bank guarantee before the expiry of validity, if the successful bidder breaches the contract or fails to complete his obligations under the contract. The bank shall notify the bidder in writing before invoking the bank guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.

2. Bank shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of Bank under the terms and conditions of this Contract or any payment necessitated due to the infringement of any statutory obligations by the contractor.

3. The contractor shall not transfer or sublet the work.

4. The contractor or his authorized representative shall be in attendance in Bank premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Bank, the contractor shall be personally responsible and shall make good the loss forthwith.

5. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand such amount may also be deducted from any sum due, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

6. NIL

7. All activities of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of The RSCB Ltd, Jaipur and the contractor each day on completion of work.

8. Without prejudice to any rights or remedies under this agreement if the contractor dies, the Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

9. TERMINATION:

- As regards unsatisfactory performance or noncompliance with any of the terms and conditions of the contract by the contractor or abandoning the work, Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited.
- Bank shall be at liberty to terminate the contract by issuing **one month's notice** to the contractor without assigning any reason whatsoever. Bank shall not entertain any claim compensation by Contractor for such termination of Contract.

10. The contractor shall follow such Act, rules and regulations of the State/Central Government that are in force and that may be framed from time to time for completion of work. Bank shall not be responsible for any infringement of the various statutes in force by the contractor.

11. The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

12. Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the contractor and the Bank.

13. STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bill payable to contractor.

14. Prevailing Minimum Wages as notified by Regional Labour Commissioner (Rajasthan State Govt.) has to be paid to the labourer employed by Contractor.

15. Payment invoice should be submitted Quarterly to the respective Branch only, after satisfactory work for the preceding Quarter. Payment will not made in advance.

16. LABOUR: The Contractor shall employ suitable technical person to maintain the required quality of AMC to the satisfaction of the Bank.

17. SAFETY CODE - RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

18. **Grievance redressal during procurement process:** Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix A to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:

**First Appellate Authority:-Managing Director, The Rajasthan state cooperative bank ltd, Jaipur.**

**Second Appellate Authority:- Chairman/ Administrator, Co-operative Department, Rajasthan, Jaipur**

**Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**

**(1) Filing an appeal**

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 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.

**(2) 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.

**(3) Form of Appeal**

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

#### **(4) 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.

#### **(5) Procedure for disposal of appeals**

- (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 be placed on the State Public Procurement Portal.

**Annexure**

**FORM No. 1**  
**[See rule 83]**

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No .....of .....

Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- 1.
- 2.
- 3.

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....  
.....  
.....  
..... (Supported by an affidavit)

7. Prayer:

.....  
.....  
.....

Place .....

Date .....

Appellant's Signature

19. The details of the Machines and the requirements shall be as per point -3&4.

20. The Scope of work shall be as per point – 4.

21. PAYMENT TERMS: The payments shall be on monthly basis on format prescribed by Bank, subject to production of Attendance Register.

22. The successful tenderer shall enter into agreement with the Bank on the format as per ANNEXURE – B within fifteen days from the date of acceptance of the tender.

23. FORFEITURE OF EMD Bank reserves the rights to cancel the order and forfeit the EMD if,

- Security Deposit is not submitted within the stipulated time;
- Agreement is not entered within stipulated time;

24 . INTEGRITY PACT.

Integrity Pact format is enclosed as Annexure – C, the same to be duly filled and submitted along with offer.

**SIGNATURE OF THE TENDERER WITH THE SEAL**



**Schedule- A****Details about the tenderer to be furnished by the tenderers on their company/firm letter head-**

Intending tenderers should furnish details about their tenderer as per the following Pro-forma:

1	Name of the Vendor	
	Address	
	Telephone No	
	Office	
	Residence	
	Mobile	
	E-Mail	
2	Status of the Tenderer Whether proprietary / partnership / : Pvt. Ltd. / Public Ltd.,	
	Name of the Proprietor	
	Name of the Partners, Directors 1) 2) 3)	
3	Year of establishment	
4	Registration with Registrar of Companies (No. & Date)	
5	Registration with Tax Authorities : a) Income-tax no. PAN/GIR NO; : (furnish copies of Income-tax Returns) b) GST No (Furnish the latest copies of the returns filed):	
6	Name & relation, if any, with the staff : Member of The RSCB BANK Ltd.	
7	Furnish the names of three responsible persons with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization. 1) 2) 3	

8. Turnover of the Company/tenderer in (Please attach copy of audited balance sheet and profit and loss account for the last three years.

Sl. No.	Year	Turnover
1	2022-23	
2	2023-24	
3	2024-25	

9. Registration with Government / Public Sector / Banks

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION

10. Details of similar work executed during the last 2 years as on 31.03.2025 (to satisfy point No.2 of the eligibility criteria)

S.N	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Stipulated time for completion	Actual time for completion	If work left incomplete or terminated (furnish reasons)

**Note: Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed.**

11. Key personnel permanently employed for service in your organization:

S. No.	Name	Qualifications	Experience	Particulars of work done	Employed in your tenderer since	Any other

***DECLARATION***

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We agree that the decision of BANK in selection of VENDORS will be final and binding to me / us.
4. I / We have read the instructions appended to the pro-forma and I / we understand that if any false information is detected at a later date the pre-qualification shall be cancelled at the discretion of the bank.

**Place :**

**Date :**

**SIGNATURE OF THE TENDERER**

**NAME & DESIGNATION**

**SEAL OF ORGANISATION**

**ANNEXURE - A**

**INDEMNITY BOND FORMAT  
(on Rs. 100/- Stamp Paper)**

THIS DEED OF INDEMNITY BOND executed at JAIPUR on this \_\_\_\_\_ day of \_\_\_\_\_ month of year two thousand and twenty five (2025) By M/s \_\_\_\_\_ duly represented by proprietor / one of its partners Sri \_\_\_\_\_, aged \_\_\_\_\_ years, son of Sri \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as Contractor) In favour of The Rajasthan State Cooperative Bank Ltd, Jaipur a body corporate constituted under the Banking regulation Act, 1970, having its Head Office, at DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015.

Whereas The RSCB Ltd has invited sealed tenders on lumpsum rate basis from pre-qualified Contractors for comprehensive AMC Note Shorting Machines of **The RSCB Ltd as mentioned above.** The Contractor was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Bank, Head Office vide their letter.....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with The RSCB Ltd Bank and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with The RSCB Ltd bank on ..... In consideration of The RSCB Ltd Bank having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless The RSCB Ltd Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contractor hereby indemnifies and keep The RSCB Ltd Bank indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by The RSCB Ltd Bank on account of breach of the terms and conditions of the Contract by the Contractor.

**Signature of Contractor with seal**

**ANNEXURE – B**

**CONTRACT AGREEMENT FORMAT**

This agreement made on this \_\_\_\_\_ day of the month of \_\_\_\_ in the year two thousand and twenty five (\_\_\_\_. **2025**) BETWEEN, **The Rajasthan State Cooperative Bank Ltd., Jaipur** a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015. , its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART :

AND

M/s. \_\_\_\_\_ duly represented by one of its Proprietor/Partner \_\_\_\_\_, aged \_\_\_\_\_ years, S/o Sri \_\_\_\_\_, residing at \_\_\_\_\_ and having their office at \_\_\_\_\_ (hereinafter called the Contractor) of the other part.

WHEREAS THE Bank is desirous of undertaking the .....and has accepted the tender opened on \_\_\_\_\_.2025 submitted by the contractor & the contractor has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
  - a) Notice inviting Tender
  - b) The Tender Document comprising Tender Notice, General rules & Instruction to tenderers, Eligibility Criteria, General Conditions of the Contract, details of the building and requirements, Scope of Works, Schedule A, Annexures A , B, C and Price bid .
  - c) Corrigendum to tender document if any.
  - d) Letter from contractor dt. \_\_\_\_\_ in response to the negotiation meeting discussions held on \_\_\_\_\_
  - f) Letter of Acceptance issued to contractor by Bank – letter No. \_\_\_\_\_ DT \_\_\_\_\_.
  - g) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

**For & on behalf of the Contractor with seal**

**For & on behalf of the The RSCB Bank with seal**

**ANNEXURE – C**

**PRE CONTRACT INTEGRITY PACT  
( in Rs. 100/- Stamp paper)**

**1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month 20\_\_\_\_ , between, the RSCB Ltd Bank, a body corporate constituted under Banking regulation Act 1970 , having its Head Office, at DC-1,Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015. with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_ , (Designation of the officer) representing \_\_\_\_\_ , of the BUYER, of the FIRST PART AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking regulation Act 1970 .

1.4. WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

## COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information

to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.



4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

## **5. PREVIOUS TRANSGRESSION**

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector

Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY (SECURITY DEPOSIT)**

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed),

as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR.

If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of three years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## **9. INDEPENDENT EXTERNAL MONITORS**

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

**10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

**11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Registrar cooperative society act and the place of jurisdiction is Jaipur.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 1 year or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on .....

BUYER  
Name of the Officer  
The RSCB Ltd.

BIDDER  
CHIEF EXECUTIVE OFFICER/  
AUTHORISED SIGNATORY

Witness

Witness

**ANNEXURE-1**

**BIDDER'S AUTHORIZATION CERTIFICATE** {to be filled by the bidder on their letter head }

**TO**

**The Dy. General Manager(EDP),**

**The Rajasthan State Cooperative Bank Ltd,**

**DC-1,lalkothi shopping center,Nehru balodhyan ke samne**

**Tonk road, Jaipur-302015**

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: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-2**

**Self-declaration on not being blacklisted**

Date : .....

From

.....

**TO**

**The Dy. General Manager(EDP),**

**The Rajasthan State Cooperative Bank Ltd,**

**DC-1,lalkothi shopping center,Nehru balodhyan ke samne**

**Tonk road, Jaipur-302015**

I, .....son of Sh.....resident of .....sole proprietor/partner/Director of M/s.....do hereby solemnly affirm and declare as under:-

That we M/S.....hereby confirm that we M/S.....do not stand blacklisted & have not been blacklisted by any state government/central government /public sector undertakings during the last five years and further confirm that our EMD/SD/performance bank guarantee has not been forfeited by any state government/central government/public sector undertakings during the last five years due to our non-performance, non-compliance with the tender conditions etc.

That we M/S.....hereby declare that all the particulars furnished by us in this tender are true to the best of my/our knowledge and I/we understand and accept that if at any stage, the information furnished is found to be incorrect or false, i/We am/ are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

That we M/S.....certify that no refurbished components are used in the manufacturing and supply of quoted items and its related accessories/tendered items.

That in case of violation of any of the conditions above, we M/s ..... Understand that we M/s ..... are liable to be blacklisted by the bank for a period of three years from participation any tender published by Rajasthan state government.



**DEPONENT**

Verification :

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and nothing has been concealed therein.

**DEPONENT**

### **ANNEXURE-3**

#### **Declaration by Bidder regarding qualification {to be filled by the bidder on their letter head}**

TO

The Dy. General Manager(EDP),

The Rajasthan State Cooperative Bank Ltd,

DC-1,lalkothi shopping center,Nehru balodhyan ke samne

Tonk road, Jaipur-302015

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 officer not have, been convicted of any criminal offence related to my/our professional conduct or the making for false statements of 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;

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 RSCB, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

**ANNEXURE 4****FORMAT OF NET WORTH AND ANNUAL TURNOVER**

The net worth of Mr./Ms./M/s.....for last financial year ..... is Rs.....Lacs as per his /her/their books of accounts.

Requirements : the annual turnover to be provided in the following format for the last 3 financial years (2022-23, 2023-24 &2024-25).

Financial information			
Financial year	2022-23	2023-24	2024-25
Annual turnover (in INR)			
Net-worth (in INR)			
Note : annual turnover should be certified by CA/Statutory Auditors.			

**Signature of chartered accountant:-**

**Name :-**

**Membership no with seal:-**

**ANNEXURE-6: PRICE BID**

(Bidder to quote in BoQ in XLS format only & upload file on <http://eproc.rajasthan.gov.in> portal.)

**NAME OF WORK** – Comprehensive AMC of Note sorting Machines.

<b>Description of work</b>	
1. Comprehensive AMC of Note sorting Machines installed in The Rajasthan state cooperative bank Ltd as per details provide in Point No. 3	
<b>RATE TO BE QUOTED ON LUMP SUM BASIS (INCLUDING GST)</b>	
<b>Rate</b>	<b>Rs.</b>
<b>Total amount -----</b> <b>in figures (including GST): Rs.</b> <b>Total amount</b> <b>in words (including GST) Rupees</b>	

**Note:**

1. The rate quoted should be quoted on lumpsum basis and should be valid for three years, however the contract agreement will be renewed on yearly basis.
2. The rates quoted shall include all taxes excluding GST which will be paid over and above the rate/amount quoted, as per the applicable rates announced by statutory authorities

**Place: Jaipur**

**Date:**

**SIGNATURE OF TENDERER WITH SEAL**

**Bidder should ensure compliance with code of integrity and conflict of interest as per rule 80(2) and 81(3) of RTPP Act Rules**  
**Conditional bids will not accepted**

**All communications/correspondences/documents including the bid document should be physically signed, stamped on each pages before uploading and also signed digitally by designated authorized representative of the bidder**

**Any addendum/corrigendum issued shall be a part of the bidding document and uploaded on the SPPP and E-Pro portal for the prospective bidders to download**

**All the provisions of RTPP Act rules along with modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable**

**Bidder should have valid PF registration and ESI Registration**