

Selection for Chartered Accountant Firm "Statutory Audit of Samagra Shiksha/STARS/PM SHRI Accounts of the Financial Year 2023-24."

NIB No. :

State Project Director
Rajasthan Council of School Education
Department of School Education, Jaipur

NIB No.: 04/2024-25

295
Date: 09-7-2024

Bid for "Statutory Audit of Samagra Shiksha/STARS/PM SHRI, RCSE, Rajasthan by Chartered Accountant Firm for The Financial Year 2023-24." is invited from eligible bidders upto ~~18-7-2024~~ 02-08-2024 02-00 PM Other particulars of the bid may be visited on <http://sppp.rajasthan.gov.in> of the state.

UBN.....

Estimated cost Rs.12.00 lacs.

State Project Director
Rajasthan Council of School Education
Jaipur

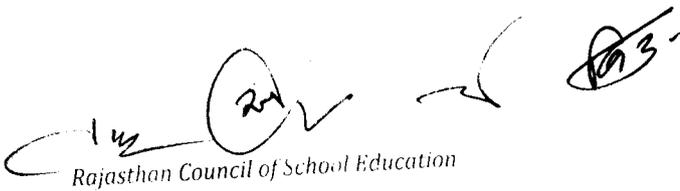


Selection for Chartered Accountant Firm "Statutory Audit of Samagra Shiksha/STARS/PM SHRI Accounts of the Financial Year 2023-24."

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Rajasthan Council of School Education

Selection for Chartered Accountant Firm "Statutory Audit of Samagra Shiksha/STARS/PM SHRI Accounts of the Financial Year 2023-24."

NIB No. : 04/2024-25

SECTION I: NOTICE INVITING BID

1. Name of Department : Rajasthan Council of School Education
2. Designation & Complete Address of the Procuring Entity : State Project Director, RCSE, Jaipur
3. E-mail : rajssa_acctt@yq400.co.in
4. Telephone No. : 0141-2700366
5. NIB No. : 04/2024-25
6. Date : 29/07-2024

BID DETAILS

#	Particulars	Quantity and Unit	Estimated Cost (In Lacs)	Price of Bid Document	Bid Processing Fees	Bid Security (In Rs.)
1.	"Bid For Statutory Audit of Samgara Shiksha, Stars Project, PM Shri, Rcse Rajasthan by CAG Empanelment Chartered Accountant Firm for the financial year 2023-24"	1	12.00	500/-	590/-	24000/-

1.	Bid Dates (Other details provided in Instruction to Bidders)	Bid Publishing DATE	09-07-2024
		Bid Document sale date	09-07-2024
		Bid Document download date & time up to	18-07-2024 02-00pm
		Bid Submission Start Date	09-07-2024
		Bid (Techno-commercial and Financial) Submission Closing Date and Time	18-07-2024 02-00pm
		Bid (Techno-commercial) opening Date and Time	19-07-2024 11-00Am
		Physical document & DD/BC submission Closing Date and time for original	18-07-2024 03-00pm

(Handwritten signatures and initials)

Selection for Chartered Accountant Firm "Statutory Audit of Samagra Shiksha/STARS/PM SHRI Accounts of the Financial Year 2023-24."

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		copy of: i. Letter of bid as per bidding forms (TECH-1). ii. Deposit of DD/Banker Cheque.				
		Online opening date & time for price bid	Will be intimated online to qualified bidders after decision on technical bids.			
2.	Payment to be made upon submission of bid	<ul style="list-style-type: none"> • Bid doc fee Rs.500.00 (Rs. Five Hundred) in favor of State Project Director, RCSE, Jaipur in the form of BC/DD • Bid no. & name of the work should be mentioned on it. • Bid Processing Fees Rs. 500/- in favour of M.D. RISL Jaipur • Bid security <table border="1" data-bbox="598 913 1098 1153"> <tr> <td>• Bid security</td> <td>Rs.24000/- @ 2% (Two percent)</td> <td>Shall be paid through e-DD/B.C.in favor of State Project Director, RCSE, Jaipur</td> </tr> </table> 	• Bid security	Rs.24000/- @ 2% (Two percent)	Shall be paid through e-DD/B.C.in favor of State Project Director, RCSE, Jaipur	
• Bid security	Rs.24000/- @ 2% (Two percent)	Shall be paid through e-DD/B.C.in favor of State Project Director, RCSE, Jaipur				
		• <i>All the above payments shall be made on through demand draft / banker cheque and should be submitted along with the bid.</i>				
3.	Opening of Bids	The bids shall be opened on the date and time as specified. However, if opening date happens to be a holiday, then the bid will be opened on the next working day.				
4.	Bid Security	Bid Security @ 2 % amounting to INR 2400)/- only for regular supplier. Payable through demand draft/banker cheque/BG as per RTPP rules.				
5.	Procurement Method	Single Stage - Two Envelope National Open Competitive Bidding for Fixed Quantity Contract				
6.	Scope of Bid	In support of the Invitation to Bid for [National Open Competitive Bidding] the Procuring Entity, [State Project Director , Rajasthan council of school education, Jaipur-302017], issues this Bidding Document for providing of Chartered Accountant.				
7.	Bid Evaluation Method	Lowest Priced Bid Method (As per Section 27 1(a) of RTPP Act subject to Section 25 and Section 6(2) of RTPP Act).				
8.	Detailed Bid Available on	<ul style="list-style-type: none"> • State Public Procurement Portal (SPPP)- https://sppp.rajasthan.gov.in/ 				





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9	Key Notes	<p>a. No conditional or partial or incomplete bid shall be accepted.</p> <p>b. The abridged form of NIB is circulated in the Regional or local newspapers as per Rule 43 of RTTP Rules.</p> <p>c. Price of bid document once submitted shall not be refunded.</p> <p>d. Proof of payment of price of bid document, processing fees, bid security should be submitted via e-GRAS at the time of submission of bid.</p> <p>e. Bids shall be submitted physically with valid signatures before 2:00 PM and 18.7.2024, by following the procedure for submission of bids including payment of price of bid document, bid security, etc.</p> <p>f. The bidders are required to submit:</p> <p>i. Proof of payment towards the Price of Bid Document, and bid security amount on single challan through Demand draft/ Banker cheque to be submitted along with bid.</p> <p>ii. Letter of bid as per bidding forms. (TECH-1).</p> <p>iii. All the above documents shall be submitted [<i>Office of the State Project Director, RCSE, Jaipur-302017</i>] before date 18.7.2024 up to 3:00 PM either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening.</p> <p>g. The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing, any, or all bids as per Rule 72 of RTTP Rules.</p> <p>h. Time period of compilation of audit of Rajasthan council of school education account is 60 days.</p>
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State Project Director

Rajasthan council of school education

Jaipur

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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

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SECTION II: INSTRUCTIONS TO BIDDERS

Important Instruction: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" and the "The Rajasthan Transparency Public Procurement Rules, 2013" under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. **The Bidders are advised to acquaint themselves with the provisions of the Act and the Rules for participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.**

1. GENERAL

#	Clause	Sub Clause	Details of Sub-Clause
1.1	Scope of Bid	1.1.1	The name " Statutory Audit of Samgara Shiksha, Stars Project, PM Shri, Rcse Rajasthan by CAG Empanelment Chartered Accountant Firm for the financial year 2023-24 ." In support of the Invitation to Bid no. 04/2024 for National Bidding, the Procuring Entity, The State Project Director, RCSE, Jaipur, Rajasthan, issues this Bidding Document.
		1.1.2	These directions shall be read very carefully by tenderer (s) while filing their bid:- (a) The bidders who are interested in bidding can download tender documents from http://sppp.rajasthan.gov.in
	Definition	1.1.3	As per Rule 2 (v) of RTPP Rules " National Competitive Bidding " means a bidding process in which qualified bidders only from within India are allowed to participate.
1.2	Compliance with RTPPACT & Rules - Code of Integrity and Conflict of Interest	1.2.1	Bidder to ensure compliance with RTPP ACT & Rules, primarily following- i. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules. ii. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules. iii. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.

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1.3	Eligible Bidders and Supply	1.3.1	<p>i. A Bidder may be a natural person, private Entity, government-owned Entity.</p> <p>ii. A Bidder shall have the nationality of India. All supply under contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.</p> <p>iii. A Bidder debarred under Section 46 of RTPP Act by Rajasthan Government shall not be eligible to participate in any procurement process.</p> <p>iv. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP Rules and this Bidding document.</p> <p>v. Each Bidder shall submit only one Bid. Multiple bids submitted by a bidder shall be summarily rejected.</p> <p>vi. The bidders and supply with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021</p> <p>vii. Joint venture shall not be allowed.</p>
		1.3.2	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
1.4	Contents of the Bidding Document	14.1	<p>The Bidding Document consists of the Sections indicated below: -</p> <ol style="list-style-type: none">1. Notice Inviting Bids (NIB)2. Instructions to Bidders (ITB)3. Evaluation and Qualification Criteria (EQC)4. Scope of work5. General Conditions of Contract [GCC] and Special Conditions of Contract [SCC]6. Bidding Forms7. Clarification to bid document/Addenda to bid document if any.
		1.4.2	from the website of State Public Procurement Portal (SPPP). The prospective bidders who have downloaded the Bidding Document from the website will have to pay the price of bid document and processing fees or user charges as prescribed in the NIB while submitting the Bidding Document one- procurement portal.
		1.4.3	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda if they were not downloaded correctly from the State Public Procurement Portal: https://sppp.rajasthan.gov.in/ , and Department website.



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1.5	Cost of Bidding	1.5.1.	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.
		1.5.2	The prospective bidders who have downloaded the Bidding Document from the website will have to pay price of the bidding document as well as Tender Fees. The Price of Bidding Documents is Indian Rupees Rs.500.00 The Tender fee and bid security fee can be paid via DD/BC. Payments shall be submitted before last date and time of bid submission.
1.6	Definition of Rate Contract	1.6.1	As per Section 2 (xviii) of RIPP Act "rate contract" means an agreement between a procuring entity and one or more bidders which specifies the term and conditions including the price, for the supply of a subject matter of procurement required on a recurring basis.
1.7	Key Timelines	1.7.1	Bid Publishing Date : 09-7-2024 Document Download / Sale Start Date : 09-7-2024 Other details are: Designation of the Procuring Entity : State Project Director RCSE, Jaipur Address for Bid Meeting : AS Above PIN Code : 302917

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			Telephone No : 0141270056 E-Mail : rajssa_acctt@yahoo.co.in Bid submission start Date : 09-7-2024 Bid (Techno-commercial & Financial) Submission Closing Date and Time : 18-7-2024 2:00PM Bid (Techno-commercial) opening Date and Time : 19-7-2024 11-08 AM Physical document submission Closing Date and time : 18-7-2024 03-00 PM (for original copy of letter of bid TECH-1, deposit of Demand draft/bankers cheque having CIN No. on it.)
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2. PREPARATION AND SUBMISSION OF BIDS:

#	Clause	Sub-Clause	Details of Sub-Clause
2.1	Documents Comprising of Bids	2.1.1	The Bid comprise of two(02) covers, both covers must be submitted simultaneously. First cover comprises of Techno-commercial Bid and the Techno- commercial Bids(documents specified in Evaluation & Qualification Criteria)shall be in PDF format without any alteration in the format.
		2.1.2	Second cover comprises of Financial Bid. Techno- commercial Bid should not contain financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Techno- commercial Part, the Bid shall be declared non-responsive .
2.2	Bid Price	2.2.1	Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Bidding Forms . The bidder will quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words and in case the rates so quoted differ, the lower of the two shall be treated as the rate quoted by the bidder. Items not specifically mentioned in the description of the

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			<p>items given in BOQ, but which are required to be executed for the satisfactory completion of the complete system, as specified in scope of work, shall not be separately paid for by the department when executed and shall deemed to have been covered under rate quoted for specified items in his Schedule of Prices.</p> <p>Bidder will quote rates including GST. Department will pay GST as per prevailing rules of Government of Rajasthan.</p> <p>Bidder will be responsible to deposit all type of taxes to the government. The prices and amounts quoted by the bidder shall include all costs and GST duties, levies, taxes or charges whatsoever to the State or Central Department or to the Local Bodies on the components or the completed works or the operation and maintenance work and for satisfactory performance of the bidders' obligations under this contract.</p>
2.3	Currency of Bids	2.3.1	The currency for the Bid will be Indian Rupees up to two decimal places.
2.4	Language of Bid	2.4.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in Hindi/English language.
2.5	Documents Establishing the Qualification of the Bidder	2.5.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified in Section III Para 3.2 of Evaluation and Qualification criteria.
2.6	Validity Period of Bid	2.6.1	<p>As per Rule 48(1) of RTPP Rules. Bid shall remain valid for the period 90 days after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.</p> <p>Extension of validity and corresponding extension of Bid Security would be as per Rule 48(2) and 48(3) of RTPP Rules.</p>

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3. Bid Security and Bid Securing Declaration:

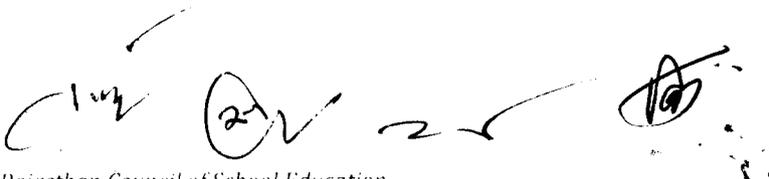
#	Clause	Sub-Cl a se	Details of Sub-Clause
3.1	Bid Security	3.1.1	<p>As per Rule 42 (2) of RTPP Rule, the Bidde shall furnish as part of its Bid, a Bid Security @ 2 % amounting to INR 24000/- only for regular service provider.</p> <p>Payable via deposit on single challan through demand draft/bankers cheque.</p> <p>Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan from time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules.</p>
		3.1.2	<p>The physical original copy of deposit of demand draft/banker cheque or document for obtaining benefit of lower value of bid security like for SSI unit or Sick Industries of Rajasthan shall be submitted before the Bid (Techno-commercial and Financial) submission closing date and time as per ITB 1.7 either by registered post/ speed post/ courier or by hand to the address mentioned below, failing which the bids may be declared non-responsive and will not be opened. These documents will be opened publicly before the online bid opening.</p> <p>Designation of the Procuring Entity: State Project Director, Rajasthan Council of School Education, Jaipur.</p> <p>Complete Address: Dr. Radha Krishnan Shiksha Sankul, JLN Marg, Jaipur.</p> <p>City: Jaipur (Rajasthan).PIN Code: 302017 Telephone No.:0141-2711056</p> <p>Email address: rajssa_acctt@yahoo.co.in</p>

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		3.1.3	<p>As per Rule 42(5) of RTPP Rules 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.</p> <p>The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-</p> <p style="padding-left: 40px;">the expiry of validity of bid security; the execution of agreement for procurement and</p>
			<p>performance security is furnished by the successful bidder; the cancellation of the procurement process; or the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p>
		3.1.4	<p>Rule 42 (11) of RTPP Rules shall apply for the forfeiture of the Bid Security taken from a Bidder.</p>
		3.1.5	<p>If a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or</p> <p>If the successful Bidder fails to:</p> <p style="padding-left: 40px;">sign the Contract in accordance with ITB 6.6 [Signing of Contract]; or</p> <p>The Procuring Entity may declare the Bidder disqualified for award of contract & may be debarred from participating in any procurement process undertaken by the Procuring Entity for a period of not exceeding 3 years as per Section 46 of the RTPP Act.</p>



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		3.1.7	<p><u>Forfeiture Of Bid Security</u></p> <p>Rule 42 (11) of RTPP Rules shall apply for the forfeiture of the Bid Security taken from a Bidder. The Bid security shall be forfeited in the following cases, namely: -</p> <ul style="list-style-type: none"> when bidder withdraws or modifies its bid after opening of bids; when bidder does not execute the agreement, if any, after placement of supply / work order within the specified period; when bidder fails to commence the supply of the service as per work order within the time specified; if bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules. <p>The bid security deposited by any bidder is liable to be</p>
			<p>forfeited if there is strong justification of believing that the proprietor or authorized employee or authorized representative has been guilty of malpractices, such as submission of forged documents etc with the tender.</p>

4. Format, Signing, Submission and Opening of Bids

#	Clause	Sub- Clause
4.1	Format and Signing of Bid	<p>In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in Non-Judicial Stamp Paper as per TECH2 – Power of Attorney for Signing of Bids.</p> <p>An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be submitted along with the Bid.</p>
4.2	Opening of Bids	Opening of Bids would be on date specified in ITB 1.9 Key Timelines.

(Handwritten signatures and initials)

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5. Bid Evaluation:

#	Clause	Sub-Clauses
5.1	Responsiveness, Clarifications, and Evaluation of Bid	<p>The Procuring Entity's determination of the responsiveness of a Bid, is based on the contents of the Bid itself to determine whether they are complete, and in order. A responsive bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document.</p> <p>A material deviation, reservation, or omission will be considered as per Rule 59 (3) of RTPP Rules. Clarification of Bid can be taken as per Rule 60 of RTPP Rules.</p>
5.2	Non-material non-conformities Preliminary Examination	<p>Non-material non-conformities in Bids are as defined in Rule 61 (1) of RTPP Rules and can be waived / clarified as per Rule 61 (2) and (3) of RTPP Rules.</p> <p>To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules, and all the documents specified in Qualification Criteria.</p> <p>If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected.</p>
5.3	Techno-commercial Examination	<p>To determine the Bid as Techno-commercially Responsive the Bidder has to submit documents and comply with requirements as specified in the Techno-commercial Requirement Qualification Criteria and also submit documents as specified in Additional Techno-commercial Evaluation in Qualification Criteria.</p> <p>As per Rule 59 (4) and 59 (5) of RTPP Rules, the procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, 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 documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid. As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in accordance with the provisions of Section 25 of RTPP Act.</p> <p>If the Bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>

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5.4 Evaluation of Financial Bid

For bids invited in package : the evaluation would be done for all the items put together. The item/items for which no rates have been quoted or left blank would be treated as zero i.e., bidder will supply item/items free of cost and the total amount would be computed accordingly.

There is no option with bidder to submit quote for partial quantity of any item/items of any item/items.

Procuring Entity will award the contract to the lowest responsive bidder for that package.

Discounts offered of any kind shall not be considered. Sub-contracting/sub letting of supply of services is not allowed.

5.5 Negotiations

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 after the pre-bid stage.

Circumstances under which negotiations are to be held and the method of negotiation would be as per Rule 69 of RTPP Rules.

In case two or more bidder submitted similar rate, P.E. reserve the rights to select one bidder on the basis of merits/ demerits.

Possibilities like negotiation or preference to bidder with most experience may be explored by P.E. .

6. Award of Contract:

#	Clause	Sub-Clauses
6.1	Acceptance and Award of Contract	<ol style="list-style-type: none"> 1. As per Rule 70 (5) of RTPP Rule 2013, the successful Bid is the Bid that meets the Evaluation and Qualification Criteria and has been determined to be substantially responsive and is the lowest evaluated. 2. As per Rule 70 (6) of RTPP Rule 2013, prior to expiry of the validity period of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or official e- mail ID, that its Bid has been accepted. 3. As per Rule 70 (8) of RTPP Rule 2013, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the mean while a Letter of Intent (LOI) may be sent to the successful 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 successful Bidder given in its Bid.

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- 6.2 **Procuring Entity's right to vary quantity** Procuring Entity's right to vary quantity would be as per Rules 73(1) and (3) of RTPP Rules.
- 6.3 **No Commitment of Quantity** If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

As per Rule 29 (2) (a) of RTPP Rule 2013, in rate contract Bid an approximate quantity of required services would be indicated but no minimum quantity of order is guaranteed.
- 6.4 **Procuring Entity's Right to Extend the period of Rate Contract** Procuring Entity's right to extend the period of Rate Contract as per Rule 29 (2) (i) of RTPP Rules may be for 3 months on same price, terms, and condition if market prices have not fallen during the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
- 6.5 **Signing of Contract** In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an **Agreement form** in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost, While signing the contract, bidder will also have to submit signed copy of Bid Document in token of having accepted all the terms and condition of Bid Document. **The stamp paper issued in the State of Rajasthan should be used for contract signing.**

If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract, the Procuring Entity shall forfeit the Bid Security of the successful bidder/execute the Bid Securing Declaration and take required action against it as per the provisions under Section 26(4) of RTPP Act and Rule 76(3) of RTPP Rules.
- 6.7 **Punishment** If the Bidder during the supply of services, interferes with the procurement process as mentioned in Section 42 of RTPP Act, then following actions can be taken:

As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend up to INR Fifty thousand (50000) or ten percent of the assessed value of procurement whichever is less; and/or

As per Section 46 of RTPP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three(03) years.

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7 Procurement Appeals:

#	Clause	Sub-Clauses
7.1	Procurement Appeals	<p>Any appeal of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in bid document, in accordance with the provisions of Chapter III of RTPP Act and Chapter VII of Rules and as given in Appendix A 4.</p> <p>The Designation and complete Address of First Appellate Authority is: Secretary, School Education Department, Govt. of Rajasthan, Jaipur.</p> <p>The Designation and complete Address of Second Appellate Authority is: Secretary Finance (Budget Department) Govt. of Rajasthan, Jaipur.</p>

8 Exclusive Jurisdiction:

#	Clause	Sub-Clauses
8.1	Jurisdiction of courts	<p>The Courts of Rajasthan Jaipur shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of services.</p>



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SECTION III: EVALUATION AND QUALIFICATION CRITERIA

The purpose of the Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Procuring Entity will use to evaluate the Bids and post-qualify the lowest-priced Bidder. In the lowest-evaluated bid, bidders are to be qualified by meeting predefined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the bidder, results in disqualification. If the bidder passes the Techno-commercial requirement and is considered responsive, then the financial bid is opened and lowest financial most responsive bid is considered as lowest-evaluated bid and considered for award.

3.1 Lowest Priced Bid Method:

Lowest Priced Bid selection method is the method for supply of services where the selection will be based on price comparison to select lowest cost responsive bid. The Procuring entity will evaluate and compare the Bids that have been determined to be substantially responsive (clear-cut, pass-fail qualification criteria), pursuant to Clause 3.3 (Price comparison)

3.2 Qualification Criteria:

To be considered for opening of their financial Bid, Bidder needs to submit documents given below:

The documents are divided into two (02) categories. For Preliminary Examination, the documents are listed in Para 3.2.1. If Bidder fails to submit these documents, then further examination of Bids shall not be done, and the Bid will be rejected.

After Bidder has submitted documents as required for Preliminary Examination, Bid will be examined for Techno-commercial Qualification based on the documents submission as listed in Para 3.2.2 and Para 3.2.3

3.2.1

Preliminary Examination of Bids:

- i. Bidder must submit Letter of Bid as per Bidding Form (Form Tech 1).
- ii. Bid is accompanied by proof of payment for Bid Document price and Processing Fees as specified in Section I: NIB point no.2. & 10.g) (Original copy should be submitted prior to techno-commercial submission date).
- iii. Bid is accompanied by bid security submitted via Demand draft/bankers' cheque should be submitted prior to techno-commercial bid submission date.
- iv. For obtaining benefit of lower value of Bid security like for SSI unit or Sick Industries of Rajasthan, Bidder(s) to submit relevant document. (Verification from documents to be submitted by the bidder).

3.2.2

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Techno- Commercial Experience:

- i. Bidder firm of Chartered should be a Partnership Firm /LLP Accountants/ Sole Proprietor firms of India in practice from Bidders should submitted valid registration certificate) minimum of 07 years.
- ii Empanelment of bidder firm with office of CAG
- iii Bidder firm should have minimum 4 qualified CA employees/partner as on 01.04.2024.(as per ICAI Certificate) (bidder declaration on 100/- NJSP attested by Notary Public). Bidder firm shall have one partner who shall be an FCA holding COP for more than 20 years and shall be the partner in the same firm for the entire duration.
- iv. The Firm should have experience in conducting Audit of at least 1 program/project/scheme of any Ministry/Department of GoI or State Government of Rajasthan having Expenditure of more than Rs 800 Cr in a single Financial Year in the preceding 5 years [work orders /completion certificates to be submitted] or
Firm's experience in handling Auditing services (Compliance Audit/Expenditure Audit) of any Public Sector Undertakings with Annual Turnover of Rs 200 Cr of Government of Rajasthan/ GOI in a single FY in the previously 5 years (work orders/ completion certificates to be submitted] (form -Tech7)
- v. Bidder must not be debarred or blacklisted in any of the government organizations / any proceedings by ICAI/any other organization against themselves for default in service or for any other reasons and should not have left any assignment uncompleted (Bidder should submit a 100/- Nonjudicial stamp paper attested by Notary).
- Vi Average Annual gross receipts of the bidder should be at least Rs 25 lacs during last three years i.e. 2021-22, 2022-23 & 2023-24. If certified accounts are not available for FY 2023-24, the Bidder may attach certified copies for FY 2020-21 by giving declaration to that effect. (Form - Tech 6)
- Vii CA Firm Head office / Branch situated in Rajasthan at least from 5 years as per ICAI card as on 01.04.2024.



Terms of Reference (ToR)

The Rajasthan Council of School Education is a Society which is implementing the centrally sponsored programme of Samagra Shiksha (Secondary, Elementary & Teacher Education), Stars Projects & PM shri to attain the goal of Universalization of School Education in all the district of Rajasthan State for which funds are shared between the Government of India and State Government in the ratio of 60:40.

Samagra Shiksha - A Centrally Sponsored Scheme is being implemented in the State through a Single State Implementation Society (SIS) named "Rajasthan Council Of School Education (RCSE). It is an overarching programme for the school education sector extending from pre-school to class 12th launched with the broader goal of improving school effectiveness measured in terms of equal opportunities for schooling and equitable learning outcomes. It treats school education holistically without segmentation from pre-nursery to class 12th. It subsumes the 3 schemes of Sarva Shiksha Abhiyan (SSA), Rashtriya Madhyamik Shiksha Abhiyan (RMSA) and Teacher Education (TE).

The Scheme envisages the 'School' as a continuum from pre-school, primary, upper primary, secondary to senior secondary levels. The Scheme will help improve the transition rates across the various levels of school education and aid in promoting universal access to children to complete the school education. The vision of the scheme is to ensure inclusive and equitable quality education from pre-school to senior secondary stage in accordance with the Sustainable Development Goal (SDG) for Education.

The Major objectives of the Samagra Shiksha are :-

1. Provision of quality education and enhancing learning outcomes of students.
2. Bridging social and gender gaps in school education.
3. Ensuring equity and inclusion at all levels of school education.
4. Ensuring minimum standards in schooling provisions.
5. Promoting Vocationalisation of education.
6. Support States in implementation for Right of Children to Free and Compulsory Education (RTE) Act. 2009.
7. Support States in implementation of Right of Children to Free and Compulsory and DIET as nodal agencies for teacher training.
8. Promoting Physical Education.
9. Strengthening teacher education and training.

State proposes for setting up of Program Management Unit (PMU) for effective implementation of the FLN and STARS project and other activities of the Samagra Shiksha through -clear goal setting communication and alignment of goals at all levels several academic administrative campaign related initiatives along with regular monitoring/tracking of the progress against goals and initiatives.

About STARS

Strengthening Teaching-learning and Results for States (STARS) project focuses on improving the quality of education. The specific components that the project supports as follows:

- Early Childhood Education.
- Learning assessment systems.
- Teacher Performance and Classroom Practices,
- Governance and decentralized management for improved service delivery; including partnerships with non-state actors.
- Vocational Education and Training.

OBJECTIVES

The objective of the statutory audit of the Programme Accounts (Programme Financial Statement (PFS) is to enable the auditor to express a professional opinion on the financial position of SAMAGRA

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SHIKSHA, STARS Project & PMSHRI Schemes at the end of each financial year and of the funds received and expenditure incurred for the accounting period ended 31.03.2024, as reported by the Programme Financial Statement.

The programme accounts (books of accounts) provide the basis for preparation of the PFS and are established to reflect the financial transactions in respect of the project. As maintained by the project implementing agency Rajasthan Council of School Education, Jaipur.

SCOPE of Work

- Expenditure is incurred against various activities approved in the Annual Work Plan & Budget from funds released by the Government of India and the State Government covering the programme cost.
 - A statement of expenditure based on actual amount spent under various interventions is sent to Government of India.
 - The C.A. firm is required to exercise such tests of accounting records, internal checks and control and other necessary audit of the accounts as per general principles and standards of audit of the Institute of Chartered Accountant of India.
 - Identify and examine all the overall aspects that need to be audited of an enterprise pertaining to the financial statements.
 - Auditors should determine that Disclosure of overall relevant information in the financial statements has been made in accordance with statute and accounting standards.
 - Assessing the consistency of accounting policies that are applied while the financial statements are prepared by the management and also the disclosure to the effect should be adequate. In conducting the Audit, attention should be given to the following: -
- (a) All funds have been used in accordance with the condition of the relevant financial norms and financial regulations with due attention to economy and efficiency, and only for the purpose for which the financing was provided.
 - (b) Generally accepted accounting principles are followed by all entities who are authorised to incur expenditure under SAMGRA SHIKSHA, STARS Projects and PMSHRI Scheme.
 - (c) Goods, works and services financed have been procured in accordance with relevant provisions of the Procurement Procedure prescribed for the purpose. Proper documents, namely, purchase orders, tender documents, invoices, vouchers, receipts, pay bills, TA bills etc. are maintained and linked to the transactions and retained till the end of the Programme.
 - (d) All necessary supporting documents, records and accounts have been kept in respect of all programme expenditure including expenditure covered by Statement of Expenditure. Clear linkages should exist between the books of accounts and reports presented to the Government of India and the State Government.
 - (e) Expenditure incurred under SAMGRA SHIKSHA, STARS Projects and PMSHRI Scheme are strictly in accordance with the financial norms prescribed in the Samagra Shiksha framework or any other clarifications issued from time to time by MOE. The expenditure statements / financial statements included in the statement of expenditure of the relevant period represent a true and fair view or implementation and operations of the programme at the end of the financial year and of resources and expenditure for the year ended on that date.
 - (f) Expenditure is incurred with reference to the budget allocation approved by the PAB. In case the budget allocation is exceeded proper re-appropriation duly approved by the competent authority has



been obtained. The CA should point out expenditure's activity-wise that exceeded the budget allocation.

- (g) SAMGRA SHIKSHA, STARS Projects and PMSHRI Scheme funds are used efficiently and economically to the purpose for which they are intended.
- (h) Reconciliation of Bank Statements and accounts is regularly carried out on a monthly basis.
- (i) The C.A. firm appointed for the audit should also look into the position of audit compliance of previous audit objections raised, if any. The audit report should include a separate Para in this regard.
- (j) The C.A. firm appointed for the audit should be required to give Audit Certificate, utilization certificate and any other certificate required from time to time.
- (k) The audit should cover the accounts of State Implementing Society, all District Project Offices RSCERT and sample BRCs, CRCs, Schools/VECs in order that all are covered in a three-year cycle of audits, except that Schools/VECs receiving more than Rs. 1.00 lakh per year be included in the sample. The total number of VECs covered in audit should be indicated in the audit report.
- (l) The objective of this check list is to guide the Statutory Auditors in the conduct of Statutory Audit in a systematic manner so that all the significant points in finance & accounts, procurement, contract & tenders, payment of bills of contractors, planning process, flow of funds and staffing etc. are checked before finalization of Statutory Audit Report.
- (m) Statutory Auditor should see that all the funds transferred and Journal Entry sent by State Project Office have been reconciled and taken into accounts by concerned District Project offices. Similarly, funds transferred by District Project Office to Block Office/KGBV/SDMC/SMC's have been reconciled and accounted for in the accounts of concerning subordinate offices.
- (n) Utilization Certificate - To check whether utilization certificate is for actual utilization of funds received. It should also be checked that utilization certificate is issued as per prescribed time frame given in the Manual and issue of UCs is not delayed by Sub-district, district and SPO. Statutory Auditor should also check whether expenditure incurred on each activity does not exceed that budget limit.
- (o) Financial Irregularities - Financial Irregularities noticed in Statutory Audit should be included in the Statutory Audit Report.
- (p) To check whether the provision contained in Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 and paras 106 to 123.3 of FM&P Manual for procurement were followed in award of contracts.
- (q) To check that the time/date of receipt and opening of tenders was properly incorporated in the tender documents.
- (r) The important guidelines relating to earnest money, delivery schedule, payment terms, performance warranty/guarantee, inspection, arbitration, liquidated damages/penalty for delayed supplies, purchase on risk and cost were incorporated in the tender documents for safeguarding the interest of SIS. The purchase proposal was approved by the competent authority as per delegation of powers.

PROGRAMME FINANCIAL STATEMENTS

Programme Financial Statements should include:

1. A summary of funds received from Government of India and State Government separately; Any other receipt accruing separately.
2. A summary of expenditure shown under the main programme heading both for the current financial year and accumulated to date.
3. A Balance Sheet showing accumulated funds of the programme, bank balances, other assets of the programme, and liabilities, if any.

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4. The financial statements should have corresponding figures of the previous year.
5. Utilization certificates of SAMGRA SHIKSHA, STARS PROJECTS AND PMSHRI SCHEME.
6. Compliance of Statutory Audit Report -Remedial action should be taken on the observations of Statutory Auditor and outstanding paras should be settled at the time of Statutory Audit. He should submit a detailed report of settling outstanding paras for the previous years.

OTHER WORKS

In addition to above mentioned works, the following works are also to be performed by Statutory Auditor Firm: -

1. Auditor should submit a detailed report of settling outstanding paras for the previous years.
2. All kind of information asked by MoE, New Delhi, related to Financial Accounts and Statutory Audit.
3. Represent RCSEI in various department, whenever needed.
4. Advice RCSEI in respect to taxation, various return related matter, whenever needed.

Document to be submitted with Audit Report

1. Utilization Certificate Separately for Capital Head (Annexure -I), and General Head(Annexure -II), Expenditure.
2. Consolidated Annual Financial Statement (Annexure -XIII).
3. Consolidated Balance Sheet (Annexure-XIV), along with schedule forming part of the Balance Sheet.
4. Consolidated Income & Expenditure Account (Annexure-XV) along with schedules forming part of the Income & Expenditure Accounts.
5. Consolidated Receipt and Payment Account (Annexure-XVI) along with schedules forming part of the Receipt & Payment Accounts
6. Management letter.
7. Para on Settlement of outstanding/Previous year Audit Objections.
8. Para on Coverage of Audit of SDMC/SMCs receiving grants of more than Rs. One lakh per year.
9. Para wise District, Block, KGBV & SDMC/SMCs Audit Report

AUDIT OPINION

The primary audit opinion should include the Programme Financial Statements, and the annual audit report of the Programme Accounts. Draft Annual Audit Report will have to be submitted by the 15th September, 2024. The final financial statement, including the audit report should be received by the State Implementing Society not later than 30.09.2024. The auditor will submit SAMGRA SHIKSHA, STARS Projects and PMSHRI Scheme financial statement separately, including the audit report.

The auditor should submit the report to SPD of the Society well in advance who will take further action to submit Audited Accounts and report to Government of India. (S.E. Bureau).

PAYMENT CONDITIONS

80% part of total annual Bill amount will be paid after submission of annual audit report and its approval by State Government and Central Government. Remaining 20% amount will be paid after submission of report on settlement of outstanding Statutory Audit paras for the previous years, district accounts and audit observations.

PENALTY ON LATE SUBMISSION OF AUDIT REPORT

- (1) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-
- Delay upto one fourth period of the prescribed delivery period. 2.50%
 - Delay exceeding one fourth but not exceeding half of the 5.00% Prescribed delivery period.
 - Delay exceeding one fourth but not exceeding three fourth of the 7.50% prescribed delivery period.
 - Delay exceeding three fourth of the prescribed delivery period. 10.00%

Note :

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

MANAGEMENT LETTER

In addition to the audit reports, the auditor will prepare a "management letter", in which the auditor will:

- Give comments and observations on the accounting records, systems, and internal controls that were examined during the course of the audit;
- Identify specific deficiencies and areas of weakness in systems and internal controls and make recommendations for their improvement;
- Report on the degree of compliance of each of the financial covenants of the financing agreement and give comments, if any, on internal and external matters affecting such compliance;
- Communicate matters that have come to the attention during the audit which might have a significant impact on the implementation of the programme; and
- Bring to the Implementing Agencies' attention any other matters that the auditor considers pertinent.

KEY PERSONNEL

The key personnel in the audit team, their minimum qualifications, and their anticipated inputs are indicated below:

- The audit team should be led by a Chartered Accountant with a minimum 5 years' experience in audit.

 (24)

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- (b) The audit team should include sufficient number of appropriate staff (Articles/Audit Clerks and other audit staff), commensurate with the size and scope of the assignment.

GENERAL

The auditor should be given access to all legal documents, books of accounts, procurement documents, correspondence, and any other information associated with the programme and deemed necessary by the auditor.

SECTION IV: SCHEDULE OF SUPPLY FOR BIDDERS

A. SCOPE OF WORK

#	Clause	Sub Clause	Sub Clause Details
4.1.1.	Scope of Auditing for RCSE, Jaipur	4.1.1.1	<p>(i) As mentioned in the TOR i.e. Conducting of complete financial year auditing of RCSE accounts for the FY 2023-24.</p> <p>(i) Reconciliation & Finalization of Annual Accounts of the RCSE of the F.Y. 2023-24 as per accounting rules and Companies Act having compiled all the details from units including implementing agencies along with their final account by passing necessary adjustment entries in the books of accounts and inter units' reconciliation and reconciliation with Head Office books. Preparation of provisional Balance sheet Income & Expenditure account and Receipt & Payment account for the current FY 2023-24</p> <p>(ii) Preparation of Balance Sheet, Income & Expenditure account and Receipt & Payment account, all type of deductions and necessary schedules Notes on accounts, and other details of F.Y. 2023-24.</p> <p>(iii) Utilization Certificate Separately for Capital Head (Annexure -I), and General Head(Annexure -II), Expenditure.</p> <p>(iii) Consolidated Annual Financial Statement (Annexure - XIII).</p> <p>(iv) Consolidated Balance Sheet (Annexure-XIV), along with schedule forming part of the Balance Sheet.</p> <p>(v) Consolidated Income & Expenditure Account (Annexure-XV) along with schedules forming part of the Income & Expenditure Accounts.</p> <p>(vi) Consolidated Receipt and Payment Account (Annexure-XVI) along with schedules forming part of the Receipt & Payment Accounts</p> <p>(vii) Management letter.</p> <p>(viii) Para on Settlement of outstanding/Previous year Audit Objections.</p>

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**BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."
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			<p>(ix) Para on Coverage of Audit of SDMC/SMC's receiving grants of more than Rs. One lakh per year.</p> <p>(x) Para wise District, Block, KGBV & SDMC/SMC's Audit Report.</p> <p>(xi) The Successful bidder (C.A. firm) will coordinate and be responsible to collect the data from C.A. Firms of headquarters units as well as concerned district/block units on their own level.</p> <p>However, department will facilitate the successful bidder for obtaining data from the concerned Units.</p> <p>The Successful bidder (C.A. firm) will provide the copy of final accounts and fixed assets register along with all required information, schedules, sub schedules, notes on accounts consolidation, statutory report, unit wise finalization account, subsidiary ledgers of head office, in soft copy as well as 10 hard copies of the above record with spiral binding</p>
4.2.2	Time period of Compilation	4.2.2.1	Successful bidders should complete the audit work for Samagra Shiksha/STARS/PM SHRI for FY 2023-24 within 60 days of the issue of Work Order

B. GENERAL CONDITIONS

- a) Since the financial year 2022-23, have already been over therefore work mentioned at serial no are informative and have already been completed. however will be carried out by the successful bidder related to any of the unit in case if required it to complete the accounts of the concern year.
- b) The work of audit of accounts of divisions will be done at the DPC/ADPC Office level. SPD, RCSE will only facilitate the audit team for getting information's from District project coordinator / Additional District project coordinator. Successful bidder will coordinate with divisions and collect all the necessary documents/information required for auditing of Rajasthan council of school education accounts itself. Department will not be responsible for data collection & submission.
- c) Audit works cannot be sublet to another firms.

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SECTION V: GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

Introduction:

#	Clause	Sub Clause	Sub Clause Details
5.1.1	Definitions	5.1.1.1	<p>The following word sand expressions shall have the meaning shere by assigned to them:</p> <ol style="list-style-type: none"> i. "RTPP Act" means the Rajasthan Transparencyin Public Procurement Act, 2012. ii. "RTPP Rules" means the Rajasthan Transparency in Public Procurement Rules,2013. iii. "Completion"means the fulfillment of the services Supply by the Supplier in accordance with the terms and conditions set for thin the Contract. iv. "Contract" means the contract entered between the Procuring Entity and the successful bidder (Supplier) concerning the subject matter of procurement together with the Contract Documents referred to the rain,including all attachments, appendices, specifications and code san dall documents in corporate by reference there in. v. "Contract Documents"means the documents listed in the Agreement, including any amend ments there to. vi. "Contract Price"means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments there to or deductio is there from, as may be made pursuant to the Contract. vii. "Day"means calendar day. viii. "Delivery" means providing of services from the Supplier to the Procuring Entity in accordance with the terms and conditions set forthin the Contract. ix. "CC"mean the Conditions of Contract x. "Procuring Entity"means an entity referred to in Section3(2)of RTPP Act. xi. "Supplier"means the natural person, private or Government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement and includes the legal success or so rpermitted assigns of the Supplier. xii. "The Site"where applicable, means the place of providing of services, named ir the Schedule of Supply.

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5.1.2	Interpretations	5.1.2.1	<p>In the Contract, except where the context requires otherwise.</p> <ul style="list-style-type: none"> i. Words indicating one gender include all genders. ii. words indicating the singular also include the plural and words indicating the plural also include the singular. iii. Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing. iv. "written" or "in writing" means hand-written, type-written, printed, or electronically made, and resulting in a permanent record. v. The word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "Bid Document" with "bidding document". <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
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General:

#	Clause	Sub Clause	Sub Clause Details
5.2.1	General Terms	5.2.1.1	<p>Entire Agreement The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the CC, bidding forms, schedules, appendices, all attachments listed in the agreement.</p>
		5.2.1.2	<p>Amendment No amendment or other variation of the Contract document shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
		5.2.1.3	<p>Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.</p>

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5.2.2	Code of Integrity	5.2.2.1	<p>The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the Section 11 (Code of Integrity) of RTPP Act and Rule 80(2) (Code of Integrity) of RTPP Rules and its amendments. Further, none of them shall indulge in corrupt, fraudulent, coercive, and collusive practices. For this clause, these practices are defined as below:</p> <ol style="list-style-type: none"> 1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
			<ol style="list-style-type: none"> 2. "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. 3. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. 4. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the action of another party.
5.2.3	Language	5.2.3.1	<p>The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the document. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language specified in the document, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>
		5.2.3.2	<p>The Supplier shall bear a full cost of translation to the governing language and all risks of the accuracy of such translation.</p>
5.2.4	Notices	5.2.4.1	<p>A notice, consent or other communication under this Bid is only effective if it is in writing (written or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address [or facsimile number]. It is regarded as received at the time and on the day it is actually received on any calendar days.</p>
		5.2.4.2	<p>For the purpose of this clause, a party's address and facsimile number are those(s) set out below, unless the party has notified a changed address or facsimile number in which case the notice, consent, approval, or other communication must be to that address or number.</p>

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			If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notice to that party at that new address is deemed compliant with the notice obligation under this clause.
5.2.5.	Governin g Law	5.2.5.1	The Contract shall be governed by and interpreted in accordance with the laws of the Central Government/laws of State Government of Rajasthan.
5.2.6	Specifi cations andSta ndards	5.2.6.1	The Supplier shall ensure that the contractual staff shall be as described in Section IV Schedule of supply. i. In no case, qualification and experience of contractual staff shall be inferior to the required staff.
		5.2.6.2	Where ever references are made in the Contract to code and standard in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of supply for bidders . During Contract execution, any changes in any such code and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with CC Clause 5.3.3 [Extension of Time]
5.2.7	Copyright	5.2.7.1	The Department retains the right, work obligations on default of the Contractor, at contractors' cost, shall lie with Procuring Entity and Government of Rajasthan.
5.2.8	Conf iden tial Infor mation	5.2.8.1	In addition to the requirements of the provisions of Section 49 of RTPP Act and Rule 77 of RTPP Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party here to in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.
		5.2.8.2	The Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		5.2.8.3.	The provisions of CC Clause 5.2.8 [Confidential Information] shall survive completion or termination, for whatever reason, of the Contract.

BID: "Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

5.2.9	Change in Laws and Regulations	5. 2.9.1	The document provides for permitting effect of change in Law and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in inter petitioner application by the competent authorities) that subsequently affects the Delivery Date and /or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has there by been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be partly paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 5.4 [Contract Price and Payments] .
5.2.11	Assignment	5.2.11.1	Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligation under the Contract

5.3 Scope of work:

#	Clause	Sub Clause	Sub Clause Details
5.3.1	Scope of Auditing for RCSE	5.3.1	As per clause 4.1.1 and TOR

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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

		5.3.1.2	The scope of work shown in above points is indicative only and not limited to the points as above, but also includes all the ancillary works necessary to accomplish the objective of the work.
5.3.2	Procuring Entity's Right to extend the period of Rate Contract	5.3.2.1	Procuring Entity's Right to Extend the period of Rate Contract as per Rule 29(2)(i) of RTPP Rules may be for 03 months on same price, terms, and condition if market prices have not fall enduring the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
			As per Rule 29 (2) (a) RTPP Rules , in rate contract NIB an approximate quantity of required services would be indicated but no minimum quantity is guaranteed.
5	Extensions of Time	5.3.3.1	If the supplier requires an extension of time on completion of contractual supply on account of occurrence of any hinderance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of contract period.

5.4 Contract Price and Payments:

#	Clause	Sub Clause	Sub Clause Details
5.4.1	Contract	5.4.1.1	The Contract Price shall be as specified in the Agreement subject to an additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) there to, od educations (Statutory Variation in Tax es on lower side, Liquidated Damages Levied), price variation, if any there from, as may be made pursuant to the Contract.

BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

		5.4.1.2	Successful bidders shall have to execute an agreement in the prescribed form (copy enclosed) on stamp paper of Rs. 500/- or revised by the government on the date of agreement, with SPD, RCSE, Jaipur or any other officer authorized by him within a period of 7 days of the date of issue of work order. The expenses of completing and stamping the agreement shall be paid by the firm. However, where the delay in execution of Agreement is on bonafied grounds, SPD, RCSE, Jaipur can condone such delay. The firm will submit original copy of all tender documents, corrigendum, certificates, affidavit on non-judicial stamp paper submitted with technical bid at the time of agreement as per Appendix A-2.
5.4.2	Terms of Payment	5.4.2.1	The terms and conditions for payments shall be in accordance with the provisions of the Special conditions of contract of bid document.
		5.4.2.2	The Supplier's request for payment shall be made to The Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Services delivered, and by the documents submitted pursuant to CC Clause 5.3.3. [Extension of Time] and upon fulfillment of all the obligations stipulated in the Contract.
		5.4.2.3	Payments should be made by the Procuring Entity, after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it as per conditions of contract. All remittance charges shall be borne by the supplier.
		5.4.2.4	Appointed CA Audit Firm will be paid in the manner described below; a. 80% part of total annual Bill amount will be paid after submission of annual audit report and its approval by State Government and Central Government. Remaining 20% amount will be paid after submission of report on settlement of outstanding Statutory Audit paras for the previous years, district accounts and audit observations.
		5.4.2.5	The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees only .
5.4.3	Taxes and Duties	5.4.3.1	For services supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services at site to the Procuring Entity.

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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

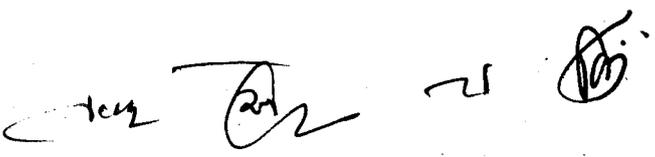
NIB No. :

5.6 Exclusive Jurisdiction:

#	Clause	Sub Clause	Sub Clause Details
5.6.1	Jurisdiction of courts	5.6.1.1	The Court sat Jaipur in Rajasthan (<i>District to be specified</i>) shall alone have jurisdiction in respect of all claim sand matters arising under the consignment or for the supply of goods.

B. SPECIAL CONDITIONS OF CONTRACT

- a) Quoted rates are including of GST, depositing of all types of the tax s will be responsibility of contractor. A copy of the invoice of Goods and Services Tax (GST) deposited by the successful bidder in the previous bills will be compulsorily attached to the bill for the following month. Goods and Services Tax (GST) will not be paid in the next bill, if the copy of the challan is not presented as a proof of depositing the Goods and Services Tax (GST). In the said situation, the responsibility of discharging any kind of obligations arising in relation to Goods and Services Tax (GST) will be that of the contractor.
- b) All provisions mentioned in RTPP Act 2012, RTPP Rules 2013 d G.F. & A.R. must be applicable to the terms and conditions of the contract.



BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

SECTION VI: BIDDING FORMS

Bidding Forms includes all such forms bidders are required to use/fill and submit along with their Bids. These forms are to be used without modification and to be filled as per instructions given in foot note. The documents which are to be attached in support of the information submitted should be digitally signed. Procuring Entity reserves the right to verify the information submitted. Check list is also included to ensure that Bidders donot miss submission of any information or document.



BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Part A: Techno-Commercial Forms

Form TECH-1 Letter of Techno-Commercial Bid

(To be executed on company/firm letter head)

[NOTE: The Bidder must accomplish the letter of Techno-commercial Bid on its Letterhead clearly showing the Bidder's Complete name and address]

BID No. :

Subject: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI, RCSE, Rajasthan by Chartered Accountant Firm for The Financial Year 2023-24."

To

The State Project
Director
Rajasthan council of
school education,
Rajasthan, Jaipur-
302017

I/We, the undersigned, declare that:

- I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders Clause 1.4 [Sections of bidding document] and I/we will abide by all the terms and conditions mentioned in the bid document.
- I/We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders ITB 1.6 [Changes to Bidding Document].
- I/ We have submitted **bid document cost** of INR Rs.500.00 and **bid security amount** INR Rs.24000.00. If I/We have availed benefit of concessional bid security amount, then I/We have submitted therelevant document along with my bid which is **digitally signed**.

I/We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section IV (Schedule of Supply), the following Supply and Installations:

"Statutory Audit of Samagra Shiksha/STARS/PM SHRI, RCSE, Rajasthan by Chartered Accountant Firm for The Financial Year 2023-24."

- Our Bid consisting of the Techno-commercial Bid and the Price Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Our Techno-commercial Bid is in conformity with all the Requirement(s) as per Schedule of Supply.
- I/We undertake, if our bid is accepted, to commence work on the Supply and Installation and to achieve installation and acceptance within the respective times stated in the Bidding Documents.

Rajasthan Council of School Education

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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No.

Our firm fulfil all the eligibility criteria (Nationality, Submission of only one Bid, Conflict of Interest) mentioned in ITB 1.2 and 1.3 [Eligible Bidder and Supply].

- g. I/We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority.
- h. I/We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- i. I/We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded.
- j. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- k. I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the Bid for and on behalf of [insert complete name of the bidder]

Date: [insert date of signing]



BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Form TECH-2 Power of Attorney for signing of Bid

(To be executed on a non-judicial stamp paper of Rs.500.00 duly notarized)

Know all men by these presents, We...*[name of the firm and Address of the registered office]* do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. *[name]*,.....son/daughter/wife of.....and presently residing at,who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the **"Statutory Audit of Samagra Shiksha/STARS/PM SHRI, RCSE, Rajasthan by Chartered Accountant Firm for The Financial Year 2023-24."** required by *the State Project Director, RCSE Rajasthan, Jaipur (the "Authority")* including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

[Signature, name, designation and Address]

Witnesses:

1.

(Notarized)

2.

Accepted

.....

(Signature)

[Name, Title and Address of the Attorney]

122 (2) → 5 (103)

BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Form TECH- 3 Affidavit regarding compliance to Terms & Condition of Bid

Bidder Name:-----

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Bid/Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all-General Terms & Conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certify that Bidding firm has not been banned by any Government Department of the State / PSU or any other government organization in the country from business dealings.

I/We also certify that the information given above is factually correct, true and nothing material has been concealed.

Name of Bidder with Signature and Seal







BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Form TECH- 4 Format for Bidding Price

Tender Inviting Authority: State Project Director, RCSE, Jaipur.

Name of Work "Statutory Audit of Samagra Shiksha/STARS/PM SHRI, RCSE, Rajasthan by Chartered Accountant Firm for The Financial Year 2023-24."

NIB No:

Name of the Bidder/Firms				
PRICE SCHEDULE				
NUMBER	TEXT	NUMBER	NUMBER	NUMBER
SI. NO.	Item Description	Estimated Rate without Taxes in Rs in Rs. P	Estimated Rate of Taxes in Rs.	TOTAL AMOUNT With Taxes in Rs. P
1	2	3	4	5
1.	"Statutory Audit of Samagra Shiksha/STARS/PM SHRI, RCSE, Rajasthan by Chartered Accountant Firm for The Financial Year 2023-24."			
Total in Figure				
Quoted Rate in Figures		Select		
Quoted Rate in Words				

Date:

Signature of the Bidder

Seal of Firm/ Company

Place:

Rajasthan Council of School Education



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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Form TECH- 6 Size of Operation (Average Annual Turnover)

(To be executed on CA firm's letter head Self-attested)

The average gross turnover of M/s **[Name of the firm / company]** and address **[Insert address]** For the last audited are given below and certified that the statement is true and correct as per the book of records of the above-mentioned firm and through online certificate number ... **[Mention certificate number]**

Annual Turnover for the <u>Preceding</u> [Range between last 3 to 5 financial years ending on 2023] 5 Years	
Year	Turnover in lakhs (INR)
Total Turnover in INR Lakhs	
Average Annual Turnover in INR Lakhs	

[Note: Turnover for the current financial year can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document.]

Registration No. of Chartered Accountant / Firm shall be mentioned here

Date

Signature of the Bidder

Signature of auditor/seal

Chartered Accountant (Name and address)..... **[insert complete name and address of Chartered Accountant/ Firm]**

UDIN

Telephone Number:

Mobile Number:

Rajasthan Council of School Education

(Handwritten signatures and initials)

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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

FORM TECH-7 Contractual Experience

PERFORMANCE STATEMENT FORM

(For a period of last 5 years)

NIB No.: /2023-24

date

Name of Firm:

Execution of work of providing of Chartered accountant with experienced highly skilled, skilled, manpower in government departments, autonomous bodies, public sector undertakings

S. No.	Name of the work of which Audit completed (Government Department/Office/PSU etc. name, address and phone number)	Work Order			Date of completion of Audit/ experience certificate
		Order No./ dt. copy attached (Y/N)	Amount in lakh	Name of Owner department/ PSU	

NOTE

1. Copy of work order along with work completion certificate shall be enclosed to substantiate experience of the bidder.

Date:

Place:

Signature of authorized representative

Company Seal

Rajasthan Council of School Education







BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Form Tech-8

(As per Rajasthan Transparency in public procurement rule, 2013)

Additional Conditions of Contract:

1. Correction of Arithmetical Errors:

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

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

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

2. Procuring Entity's Right to vary Quantities:

- 1) 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 except otherwise provided in the bidding documents.
- 2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- 3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities 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

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

- i. the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
- ii. that the additional quantities so procured shall be part and parcel of the work being executed;
- iii. that the limit of 50% of the value of original contract shall not be exceeded in any case.

BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

Date:
Place:

Signature of the Bidder
Name
Designation
Address



BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Appendix (A-2): Contract Forms (Agreement Form)

(To be executed on non-judicial stamp paper)

An agreement made this _____ day of _____ between _____ (*herein after called "the Firm"*), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ _____ **[name of the Procuring Entity if other than a department of the State Government]** (*here in after called "the Procuring Entity"*) which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

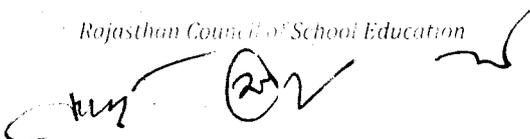
WHERE AS the Procuring Entity invited Bids for certain Goods and related services, viz., And has accepted a Bid submitted by the Supplier for the supply of those Ted services for Goods and relhesum of _____

_____ **[amount in figures and words]** (*here in after "the Contract Price"*).

NOW THIS AGREEMENT WITNESS ETHAS FOLLOWS:

Int his Agreement t words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. *The Procuring Entity's Notification to the Supplier of Award of Contract;*
 - b. *The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;*
 - c. *The Conditions of Contract;*
 - d. *The Schedule of Supply;*
 - e. *Instructions to Bidders;*
 - f. *The Notice Inviting Bids;*
2. In consideration of the payments to be made by the Procurirg Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.







BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness:1

Signed by:
(for the Service provider)

Name:
Designation:
Address:

Witness:2

Signed by:
[for the Procuring Entity] (On behalf of Governor of the State of Rajasthan)

Witness:1

Name:
Designation:
Address:

Witness:2

Rajasthan Council of School Education



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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

Appendix (A-4): Grievance Handling Procedure during Procurement Process (Appeals)

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority Secretary, School Education cum Chairman, EC, RCSE or Second Appellate Authority Secretary (Budget), Finance Department, Rajasthan, Jaipur, in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

1. Filing an appeal:

- a. 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 the First Appellate Authority as specified in the Bid Data Sheet, 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 Techno-commercial 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 Techno-commercial Bid is found to be acceptable.

- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

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 bidding 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 and procedure of filing an appeal:

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

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BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

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

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 in India 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.

BID: "Statutory Audit of Samagra Shiksha/STARS/PM SHRI by Chartered Accountant Firm for the Financial Year 2023-24."

NIB No. :

FORM No.1

[See Rule 83 of RTI Rules]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 Appeal No.....of.....Before the..... (First /Second Appellate Authority)

1. Particulars of appellant:

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

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

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority 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 Signatures

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