

Bihar Combined Entrance Competitive Examination Board

I.A.S Association Building, Near Patna Airport, P.O-B.V.College

Website: www.bceceboard.bihar.gov.in

e- Mail: bceceboardbihar@gmail.com

TENDER NO. – BCECEB(TEN)-2018/09 Date : 13.03.2018

DETAIL NOTICE INVITING TENDER

1. About BCECEB:

Bihar Combined Entrance Competitive Examination Board (BCECEB) is constituted under Bihar Combined Entrance Competitive Examination Act, 1995. It conducts competitive examinations every year for admissions in various professional courses of Medical, Engineering and Agricultural streams in the Institutions of the state of Bihar.

Sealed Tenders (Two Bids Packet) in two parts, i.e., Part I - Technical Bid and Part II - Financial Bid are invited by the Controller of Examination, Bihar Combined Entrance Competitive Examination Board (BCECEB), Patna from eligible Agencies having adequate experience and credential in the concerned fields of work, for all the items mentioned below for entering into a contract for meeting the Controller of Examination, BCECE Board's requirements for a period of one year, extendable for another one year on satisfactory performance, from the date of award of work:-

| Item | Scope of Works |
|-------------|---|
| A. | Providing services of jammers on Turn Key Basis to stop transmitting the information through CDMA/GSM/2G/3G/4G Mobile/Cell phone / Bluetooth / Spy camera / Wi-Fi Electronic Devices during various entrance examination to be conducted by BCECE BOARD on various dates. |

Interested Agencies having adequate Knowledge and experience in the concerned field of work may obtain Tender Documents from the Office of the BCECE Board, Patna on all working days till 30.03.2018 (upto 05.00 p.m.) on payment of Rs. 5000/- (Rupees Five Thousand) only by way of Demand Draft only drawn in favour of the “**Controller of Examination, BCECE Board, Patna**” payable at “**Patna**”. Alternatively, they may download from Board's website www.bceceboard.bihar.gov.in and pay Tender fees Rs. 5000/- (Rupees Five Thousand Only) in

Demand Draft only as applicable.

The Bidders who submit their Tender on documents downloaded from Board's website www.bceceboard.bihar.gov.in will have to submit a Demand Draft of Rs. 5000/- (Rupees Five Thousand) only in favour of the “**Controller of Examination, BCECE Board, Patna**” payable at “**Patna**” towards the cost of Tender documents, failing which the Tender will be summarily rejected.

Bidders shall submit the bid in prescribed manner as mentioned in this Notice Inviting Tender for all of the above noted items on all working days (till 2.00 p.m. on 02/04/2018) or before the closing date, in the Office of BCECE Board to the following address through Registered/Speed Post Only. Submission by hand and courier is not acceptable.

Controller of Examination

Bihar Combined Entrance Competitive Examination Board

I.A.S. Association Building, Near Patna Airport, Patna - 14

Ph: 0612- 2220230

1.1 IMPORTANT SCHEDULE:

| | | |
|----|--|-------------------------------------|
| A. | Start of Sale of NIT | 14/03/2018 |
| B. | Schedule of Pre bid meeting | 12.00 p.m. on 20/03/2018 |
| C. | Closing Date & Time of Submission of both Technical Bid & Financial Bid | 2.00 p.m. on 02/04/2018 |
| D. | Due Date & Time for opening of Technical Bid | 5.00 p.m. on 02/04/2018 |
| E. | Due Date & Time for opening of Financial Bid (only for those Bidders who will be able to qualify the scrutiny of the Technical Bids). | To be notified Later. |

2. DETAIL SCOPE OF WORKS:

Controller of Examination, BCECE Board invites Technical and Financial Bids from the authorised Service Provider(s) duly approved by Cabinet Secretariat (Security), Govt. of India, for Supply, Installation, Commissioning and operation of Low Powered Jammers on Turn Key Basis to avoid any high tech cheating / mass copying / transmitting the information's (sending and receiving) through CDMA/GSM/2G/3G/4G Mobile/Cell phone / Bluetooth / Spy camera / Wi-Fi Electronic Devices and associated accessories in the Examination Centres to be allocated by Controller of Examination, BCECE Board for various Examinations on the day of examination, as per the following requirement:

- i) The installation of jammers should be made at least one day in advance from the scheduled date of examination and or in such a way that the Jammers are required to be functional for 1½ hours before the scheduled time of commencement of the examination and ½ hour after the completion of the examination.
- ii) To organize and provide required manpower to install and manage the Jamming Devices at the Centres.
- iii) To provide uninterrupted service of Jammers along with back-up solution/ buffer stock and ensure proper working of Jammers during the conduct of examination at each examination centre.
- iv) During the period of examination, Jammer facility shall not be interrupted due to any technical fault / power failure etc. and the Agency shall take due care of proper functioning of Jammers with adequate power backup during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.
- v) Jammer service should cover exam rooms, adjoining areas, toilets and bathrooms within the centre.
- vi) The Bidder shall ensure up-gradation of jammer service to include additional spectrum or technologies during contract at no extra cost. The bidder will have to ensure blockage of required bandwidth/signals without fail.
- vii) The bidder shall ensure that there is no shortage of jammers for jamming the unwanted signals in any examination centres during the examination centre. Extra jammers (minimum 10% buffer jammers) in centres would be kept available in case of emergency.

The above scope of work also includes the following in addition: -

- a) The bidder will have to ensure that sufficient no. of Jammers is supplied to block inward and outward communication from Mobile phone / Spy Camera/ Wi-Fi & Bluetooth devices etc. in the examination centre i.e. CDMA / GSM /2G / 3G / 4G / Spy Camera / Broadband / Wi-Fi / Bluetooth etc.
- b) The bidder will have to ensure that the jammers must function during the entire duration of the examination at the Centres.
- c) The bidder will have to install industry standard Mobile / Cell Phone (including spy-Camera) Jammers at the Examination Centre.
- d) If the examination is conducted in two or more shifts in a day at a centre, the jammers will have to be installed for the entire day and their performance will have to be ensured during the duration of examination.
- e) The bidder has to provide completion certificate regarding Frequencies jammed during the Examinations.
- f) The bidder has to submit work completion certificate as proof of job completion for payments to the Controller of Examination certified by Centre Superintendent / Observer along with the centre details as provided by the Controller of Examination, BCECE Board back to office of the Controller of Examination, BCECE Board, Patna.

2.1 Technical Specifications of Jammers

The jammers provided by agency for installation at examination centres on Turn Key basis during the conduct of examination shall comply with the following technical specification. The bidder shall submit an undertaking for the compliance of following technical specifications:

Specifications of Low-Powered Cell Phone Jammers:

- 1) The frequency range covered by low powered jammers shall be at least 800 MHz-2500MHz
- 2) To avoid any high tech copying using electronic gadgets or any other devices it shall cover the frequency bands of CDMA, GSM, 2G, 3G, 4G, Bluetooth & wi-fi.
- 3) The jammers must use a latest technology to jam the above mentioned frequencies individually or together to avoid any malpractices.
- 4) The power output of the jammers shall be in between 5 Watts to 10 Watts.
- 5) The jammers should be operational at AC mains i.e 230 V, 50Hz
- 6) Separate Power Amplifier should be used for each individual band.

3. INSTRUCTIONS TO BIDDERS, PRE-QUALIFICATION CRITERIA (PQ), SCOPE OF SUPPLY WITH SPECIFICATION, EVALUATION CRITERIA AND TERMS & CONDITIONS OF PRICE AGREEMENT

3.1 Sale of Tender documents:

Tender Documents may be obtained from the Office of the BCECE Board, Patna on all working days till 30/03/2018 upto 05.00 p.m. on payment of Rs. 5000/- (Rupees Five Thousand) only by way of Demand Draft only drawn in favour of the “**Controller of Examination, BCECE Board, Patna**” payable at “**Patna**”. Alternatively, they may download from Board's website www.bceceboard.bihar.gov.in and pay Tender fees Rs. 5000/- (Rupees Five Thousand Only) in Demand Draft only as applicable.

The Bidders who submit their Tender on documents downloaded from Board's website www.bceceboard.bihar.gov.in will have to submit a Demand Draft of Rs. 5000/- (Rupees Five Thousand) only in favour of the “**Controller of Examination, BCECE Board, Patna**” payable at “**Patna**” towards the cost of Tender documents along with the Technical Bid, failing which the Tender will be summarily rejected.

3.2 Submission of Tenders:

The Bidders shall submit the sealed bid containing two separate sealed envelopes as prescribed above mentioned address latest by 2.00 p.m. on 02/04/2018 or before the closing date for this purpose. Controller of Examination, BCECE Board will not be responsible for any delay in receipt of bids. Any bid received after the closing date and time shall not be entertained. In case, closing date of submission of bid happens to be a holiday due to some unforeseen circumstances, the bids will be received on the next working day at the same time. Only one Tender should be sent in each envelope. Technical Bid and Financial Bid should be kept separately in sealed envelope inside the main sealed envelope of the Tender.

3.3 Part-I: Technical Bid: Pre-Qualification Eligibility Criteria and Mandatory Requirements:

The first sealed envelope should contain Technical Bid of the Tender along with Earnest Money Deposit by way of Demand Draft only. The envelope should be superscribed as :

“Technical Bid for Providing services of jammers”.

3.4 The Bidder should satisfy the following criteria:

- (i) Form of organisation, whether partnership or proprietary or Limited Company must be clearly mentioned in the tender. If partnership firm, the names & addresses of the partners and if Limited Co., the names and addresses of the Directors and Registration Number may be expressly stated.
- (ii) The Bidder’s average turnover of the last 3 Financial Years should be 2 (Two) Crores in each year (*Supported by Financial statements, Balance Sheet duly certified by the Chartered Accountant*), etc i.e (2014-15, 2015-16 and 2016-17). The bids with annual turnover less than prescribed limit will not be considered for evaluation process and would be rejected without assigning any reason.
- (iii) The Bidding Company must have an ISO 9001: 2008 or 2015 and ISO 27001: 2013 certification. Copy of valid certificates must be enclosed.
- (iv) The Bidding Company must be having at least 40 employees on its Role and must be registered with ESIC and EPFO as per Government regulations. Proof of Registration must be enclosed. Contractual labour deployment will not be permitted as job involves confidentiality and integrity.
- (v) Copies of Income Tax returns along with audited accounts of last three assessment years i.e. 2014-2015, 2015-2016 & 2016-2017 and Copies of Current Return of Service Tax/ Registration Certificate of VAT and Payment of Tax must be enclosed. Copies of Registration certificate of VAT / Service Tax / Pan Card / GST must also be enclosed. Tax at source will be deducted at the rate applicable at the time of payment. The bidders failing to submit above documents will not be considered for evaluation process and would be rejected without assigning any reason.
- (vi) The bidder should have experience of providing jammer facilities through CDMA/GSM/2G/3G/4G Mobile/Cell phone / Bluetooth / Spy camera / Wi-Fi Electronic Devices during various entrance examination executed by the Bidder (Agency) such as UPSC, State Public Service Commissions, Universities, CBSE, State Educational Boards, Government Departments, IITs, IIMs, Institute of Banking Personnel Selection, Railway Recruitment Boards and Central Public Sector Undertakings. A list of similar work for support of experience undertaken in past 3 (Three) years for Providing services of Jammers

to stop transmitting the information including copies of Work Completion Certificate from clients to be enclosed during past 3 years i.e. 2014-2015, 2015-2016 & 2016- 2017 for the confirmation of the experience.

- (vii) The Bidders should have experience in the facilitating Jammer services for recruitment / entrance examination process for minimum 5,00,000 candidates each year during last 3 financial years. Minimum order should not be less than for 1,00,000 candidates. Copy of orders must be submitted in support of experience.
- (viii) The Agency must have been registered under the Indian Companies Act, 2013/ The Partnership Act 1932 and must possess valid Trade License & Registration Certificate of Professional Tax. Documentary evidence of above must be enclosed.
- (ix) The bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/ University/ Commission and any other Government/ Government undertaking organization in the last five years. Affidavit to this effect should be produced on Non-Judicial stamp paper of Rs. 100/- duly attested by the Notary Public as per annexure-V.
- (x) The Bidding Company must have adequate project resources with minimum of 1000 (one thousand) jammer devices. Proof of purchase with Model No. must be enclosed.
- (xi) The agency should be certified and approved for supply & installation of jammers by Cabinet Secretariat (Security), Govt of India. Copy of valid certificates must be enclosed.
- (xii) All the legal requirements including permission, if any, required, for the installation of the equipment's at different places from the local authority/competent authority be arranged by the awardee itself.

The Bidders shall submit the Technical Bid in the format provided at Annexure-I.

4. Part-II: Financial Bid:

The second sealed envelope should contain:

The "Financial Bid" and a photocopy of the Demand Draft as Earnest Money deposited with the Technical Bid. The envelope should be superscribed as "**Financial Bid for Providing services of jammers**". Refer to format at Annexure- II

5. Opening of Tender:

Tenders will be opened in two stages. The “Technical Bid” shall be opened on the due date and time in the presence of Bidders and their representative/s who desire to attend the Tender opening.

The “Financial Bid” shall be opened on a due date and time to be later decided after the corresponding Technical Bid of the Tenders are scrutinized and possible clarifications obtained from such Bidders as may be required.

6. Earnest Money Deposit (EMD):

Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand) only for Providing services of jammers to stop transmitting the information through CDMA/GSM/2G/3G/4G Mobile/Cell phone / Bluetooth / Spy camera / Wi-Fi Electronic Devices shall be deposited in the form of a Demand Draft only drawn in favour of the “**Controller of Examination, BCECE Board, Patna**”, payable at “**Patna**” with the Technical Bid.

Any request to adjust Earnest Money Deposit out of the Bidders running bills or pending payments with BCECE Board will not be considered and the Tender will be treated as without Earnest Money Deposit and shall be rejected.

Any Tender without Earnest Money Deposit in a manner other than what is mentioned above is liable to be rejected at the discretion of Controller of Examination, BCECE Board.

However, Companies having SSI (Small Scale Industry) / NSIC registration in Bihar on similar/ relevant services shall be allowed EMD exemption upon enclosure of relevant Documents as per MSME Act.

The EMD shall be kept valid for a period of 90 days beyond Financial Bid validity period.

If for any reason, whatsoever, any Bidder withdraws or amends the Bid in any respect within the validity period or fails to enter into a contract for award of work, the entire amount of EMD will be forfeited.

7. Refund of Earnest Money Deposit:

Earnest Money Deposit will not carry any interest. Earnest Money so deposited by unsuccessful Bidders will be refunded as soon as possible. Earnest Money Deposit of successful Bidder will be refunded after the successful Bidder furnishes the Security Deposit cum Performance Guarantee.

8. Validity of Bids:

The Bidder shall keep the “Financial Bid” valid for acceptance for a minimum period of 90 days after the last date for receipt of the Bids.

9. Security Deposit cum Performance Guarantee:

Security Deposit for proper and timely fulfilment of the contract has to be furnished by the successful Bidder within 07 working days from the date of Agreement cum receipt of work order and also required to furnish a guarantee on a stamp paper of ` 100/- duly attested by a Notary Public to the effect that he shall maintain Secrecy and Confidentiality of the documents.

No exemption will be made.

The Security Deposit cum Performance Guarantee @ 10% of the value of Price Agreement or Rs. 5,00,000 (Rupees Five Lac) only which ever is higher by furnishing a Demand Draft or Fixed Deposit Receipt issued by a Nationalized Bank approved by RBI drawn in favour of the “**Controller of Examination, BCECE Board, Patna**”, payable at “**Patna**”. The Security Deposit can also be made in the shape of Guarantee Bond executed by a Nationalized Bank as per Annexure-IV.

Security Deposit will be retained by the Controller of Examination, BCECE Board till satisfactory completion of the work. It should be clearly understood that in the event of the Contract not being executed and completed as per the quality and time schedule laid down, the same is liable to be forfeited. This will be in addition to the penalty, if any, which may be imposed as specified in the delivery schedule.

10. Scope of Supply, Delivery Schedule and Terms & Conditions:

10.1. Scope of Supply with specification:

| <u>Item No.</u> | <u>Description & Specification</u> |
|------------------------|---|
| A | Providing services of jammers on Turn Key Basis to stop transmitting the information through CDMA/GSM/2G/3G/4G Mobile/Cell phone / Bluetooth / Spy camera / Wi-Fi Electronic Devices during various entrance examination to be conducted by BCECE BOARD on various dates in such manner/quantities as advised by the Controller of Examination, BCECE Board. Specification as mentioned in Scope of Work. |

Note : The quantities may vary from examination to examination.

10.2 Evaluation of Bids:

The Bidder shall quote all exclusive rate of each item mentioned in Para 10.1 separately in Price Schedule as per Annexure –II, clearly indicating Excise duty, Service Tax, Sales Tax, VAT and GST, if any. The Price Schedule shall be kept in second sealed envelope, superscribed with words “**Financial Bid**”.

The Bidder shall quote rate for providing services of Jammers for the whole day (either examination is in one Shift or more than one Shift per day) as mentioned in Annexure-II.

10.3 Method of Selection:

The Bids will be evaluated on the Technical Bid criteria and those bids that clears the minimum technical benchmark will be opened. After the opening of the Financial Bid the L₁ bidder will be selected. No negotiation will be done in this regard.

10.4 Delivery Schedule:

The bidder whose bid is accepted shall arrange to start the services after receipt of Letter of Acceptance / Work Order within a week or as indicated by the Controller of Examination, BCECE Board for each job/ project/ examination.

It may be kept in mind that time is the essence of this contract, Bidders may note that award of work will be on a project to project basis – one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no shortage of Jammers and related accessories or delay in respect of multiple examinations.

11. Penalty: The following penalties will be imposed by the Controller of Examination, BCECE Board in the event of failure by the Agency to complete the work within the time frame fixed by the Controller of Examination, BCECE Board:

1. If jammer stops working due to technical failure / power failure etc before 1½ hour of commencing of Examination and after ½ hour of completion of Examination at the Examination centre.
2. If jammers are not provided at all at an exam centre by service provider.
3. If any case of hi-tech cheating is recorded in the exam centre / examination.
4. If it is found that the Agency has connived and did not provide Jammers at all at a centre or intentionally stops the functions of the Jammer appropriate legal action will be taken against it.

12. Payment Terms:

- a) No advance payment shall be made under any circumstances to the successful bidder.
- b) Rate quoted by the bidder shall be inclusive of all incidental cost of service provider including transportation, handling, installation.
- c) No extra costs shall be paid by Controller of Examination, BCECE Board on any additional account to the successful bidder
- d) The Payment will be made after the successful conduction of the examination for which work has been issued.
- e) The successful bidder has to sign a detailed agreement within 7 days of receipt of Letter of Agreement on non-judicial stamp paper which shall contain all clauses including those related to liquidated damages on account of delays, errors, cost and time over-run etc.
- f) Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between Controller of Examination, BCECE Board and successful bidder.
- g) In case the bidder fails to execute the Agreement within 15 days from issue of Letter of Agreement, Controller of Examination, BCECE Board shall have liberty to rescind the bid after foregoing of EMD.
- h) All payments shall be subject to deduction of applicable TDS.
- i) The rate quoted by the firm will be non negotiable.

13. Other Terms & Conditions:

- (i) Hypothetical and conditional Tenders will not be entertained and will be rejected summarily.
- (ii) Controller of Examination, BCECE Board reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- (iii) There shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed on the Agency against the Contract for such quantities as may be decided by the Controller of Examination, BCECE .
- (iv) The contract shall be for a period of one year which may be extended for a further period of one year on the same terms & conditions at the option of Controller of Examination, BCECE Board on satisfactory performance.
- (v) Controller of Examination, BCECE Board reserves the right to terminate the contract at any time if it is satisfied that the Agency has failed to fulfil its obligations as per the terms &

conditions contained in the Price Agreement. The decision of Controller of Examination, BCECE Board in this regard would be final and binding.

- (vi) All disputes concerning in any way with this tender are subject to Patna High Court's Jurisdiction only.

14. INFORMATION IN A NUTSHELL

- ✓ Item No. of Tender : A
- ✓ Cost of Tender Document : Rs. 5000/- (Rupees Five Thousands) only,
To be submitted with the Technical Bid.
- ✓ Earnest Money Deposit (To be submitted with the Technical Bid) : Rs. 50,000/- (Rupees Fifty Thousand) only,
- ✓ Security Deposit cum Performance Guarantee : Rs. 5,00,000/- (Rupees Five Lac) only or @ 10% of the value of Price Agreement which ever is higher.
- ✓ Undertaking by the Bidder : Refer Annexure – III of this Notice.
- ✓ Proforma Security Deposit cum Performance Guarantee : Refer Annexure – IV of this Notice.

15. Arbitration:

In the event of any dispute or differences, the matter will be referred to the Chairman, BCECE Board, Patna.

Annexure – I

PROFORMA FOR TECHNICAL BID

(To be put inside the cover for Technical Bid)

1. Name and Address of the Firm:
2. Details of Earnest Money Deposit (EMD) enclosed:
(DD No., Date, Bank, Amount etc.)
3. Enclose Sample paper with specification proposed to be supplied:
4. Enclose relevant documentary proof in support of the documents required:
5. Details of similar jobs undertaken:
6. Income Tax returns for the last 3 (three) years:
7. Sales Tax/VAT/Service Tax Registration Certificate:
8. Validity of Offer:
9. Payment Terms:
10. Delivery Time:
11. The detailed specification of all equipments / Jammers in this regard:
12. Security arrangements during working time as well as off time:
13. Arrangements for maintaining secrecy:
14. Details of Skilled/Semi-skilled manpower made available exclusively for the job as per the Tender:
15. Details of the list of clients being handled by the firm along with work load/turnover of the similar jobs done during the last 3 (three) years.
16. Annual turn over for last 3 (three) years.

Signature:.....

Date:

Name of Tenderer:.....

Annexure – II

PROFORMA FOR FINANCIAL BID

(To be put inside the cover for Financial Bid)

To Supply, Installation, Commissioning and operation of Low Powered Jammers on Turn Key Basis to avoid any high tech cheating / mass copying / transmitting the information's (sending and receiving) through CDMA/GSM/2G/3G/4G Mobile/Cell phone / Bluetooth / Spy camera / Wi-Fi Electronic Devices and associated accessories in the Examination Centres to be allocated by Controller of Examination, BCECE Board for various Examinations on the day of examination.

The installation of jammers should be made at least one day in advance from the scheduled date of examination and/or in such a way that the Jammers are required to be functional for 1½ hours before the scheduled time of commencement of the examination/s and ½ hour after the completion of the examination/s. To organize required manpower to install the Jamming Devices at the Centres. To provide uninterrupted service of Jammers and ensure proper working of Jammers during the conduct of examination. At any point of time, no Jammer facility shall be interrupted due to any technical fault/power failure etc. and the Agency shall take due care of functioning of Jammers with adequate power backup/ buffer stock at each examination centre during the conduct of examination and as per the time period mentioned in the Work Order.

Detail of the rate Quoted

| Sl. No. | Rates Quoted per candidate for the whole day at each centre (Shift wise not applicable) | Amount (In Rs.) (without taxes) |
|---------|---|---------------------------------|
| 1. | Installation, Commissioning and operation of Jammers for the whole day at each room of centre at the day examination per candidate. (Exclusive of all taxes) | |

Note: (i) Rate should be quoted as Exclusive of GST.

(ii) GST will be applicable as per Central / State Govt. rules / regulations.

Annexure – III

Letter of undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To,

**The Controller of Examination,
Bihar Combined Entrance Competitive Examination Board,
I.A.S Association Building, Near Patna Airport,
P.O- B.V.College, Patna – 800014.**

Sir,

Subject: Supply & installation of Jammers on Turn Key Basis in Examination Centres during the Conduct of examinations

This bears reference to _____ dated _____ 2018. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent BCECE Board from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ___/___/2018 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure – IV

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT CUM

PERFORMANCE GUARANTEE

To,

**The Controller of Examination,
Bihar Combined Entrance Competitive Examination Board,
I.A.S Association Building, Near Patna Airport,
P.O- B.V.College, Patna – 800014.**

1. Against Price Agreement concluded by the advice acceptance of the Tender No. dated
.../.../20.... covering supply of (hereinafter called the said contract), entered
between the Controller of Examinations, B.C.E.C.E. Board

And

..... (hereinafter called the “Agency”), this is to certify that at the
request of the Agency, We (Bank) are holding in trust in
favour of the Bihar Combined Entrance competitive Examination Board, Patna the amount of
Rs. only (write the sum in words
.....) to indemnify and keep indemnified the Controller of Examinations,
B.C.E.C.E. Board against any loss or damage that may be caused to or suffered by the
Controller of Examinations, B.C.E.C.E. Board by reason of any breach by the Agency or any
of the terms and conditions of the said contract and/or the performance thereof. We agree that
the decision of the Controller of Examinations, B.C.E.C.E. Board whether any breach of any of
the terms and conditions of the said contract and / or in the performance thereof has been
committed by the Agency and the amount of loss or damage that has been caused or suffered
by the Controller of Examinations, B.C.E.C.E. Board shall be final and binding on us and the
amount of the said loss or damage shall be paid by us forthwith on demand and without demur
to the Controller of Examinations, B.C.E.C.E. Board.

3. We, (Bank) further agree that the guarantee herein contained shall
remain in full force and effect during the period that would be taken for satisfactory
performance and fulfilment in all respects of the said contract by the Agency, i.e., till
..... (for a period of one year from date of Price agreement) hereinafter called
the “said date” and that if any claim accrues or arises against us
.....(Bank) by virtue of this guarantee before the said date, the

same shall be enforceable against us (Bank) not with standing the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us..... (Bank) by the Controller of Examinations, B.C.E.C.E. Board before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice of that effect from the Controller of Examinations, B.C.E.C.E. Board.

4. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the Controller of Examinations, B.C.E.C.E. Board.
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute raised by the Agency in any suit or proceedings pending before any court of tribunal thereto, our liability under this present being absolute and unequivocal.
5. We(Bank) further agree that the Controller of Examination, BCECE Board shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Controller of Examinations, B.C.E.C.E. Board against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and we (Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Agency or for any forbearance and / or omission on the part of the Controller of Examinations, B.C.E.C.E. Board or any indulgence by the Controller of Examinations, B.C.E.C.E. Board to the said Agency or by any other matter or thin what-so-ever, which under the law relating us from our liability in the constitution of the bank or Agency.

Date :

Signature

Place :

Printed Name

(Designation)

(Bank's Common Seal)

Annexure-V

SELF-DECLARATION - NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

**The Controller of Examination,
Bihar Combined Entrance Competitive Examination Board,
I.A.S Association Building, Near Patna Airport,
P.O- B.V.College, Patna – 800014.**

Sir,

In response to the Bid _____ dated _____ 2018 for Hiring of Agency for Supply & installation of Jammers on Turn Key Basis in Examination Centres during the Conduct of Examinations, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any **Central Govt/State Govt Department/ Semi-Govt/ PSU/ Universities/ Educational Institutions/ Organization/ or initiated by any of these Department or Court of Law or by CVC** on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place: