

2021

Election Department Rajasthan, Jaipur

Bid Document For Rate Contract
[Single Stage Two Envelope (Two Parts)]
Through e-Procurement Method
**“Offset Printers for work of Paper
Printing Voter Manual Kit”**

**based on Open Competitive Bidding
Process.**

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Important Instructions

1. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which is available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules along with amendments before 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.
2. Bidders are advised to thoroughly read the bidding document and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. Each page of the Bid Document should be digitally signed as a token of acceptance of bid by the authorized signatory or bidder. Thereafter the digitally signed bid should be uploaded on the e-Proc website/portal on or before date/time. The PE/RISL is not responsible for any delay or not able to submit the bid in time by bidder due to any technical or non-technical reason whatsoever.

Sections of the Bid Document/RFP

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012)
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
BDS	Bid Data Sheet
Bid/eBid/Tender/RFP	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format, bidding document (e-Proc and manual), Request For Proposal and tender document.
Bid Evaluation Committee (BEC)	Alias Departmental Purchase Committee (DPC) duly constituted by the Department for opening received bids and evaluates the bids till agreement is executed.
Bid Security declaration	A security declaration provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder/Tender/Bidder/Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor or consortium with other firms as per qualification laid herein, participating in the procurement/ bidding process with the procurement entity.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
BoM	Bill of Material
Vote manual kit	Includes designed envelope, welcome letter, voter manual (As per the specifications in the bid manner)
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. CEO, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful short-listed.
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till its successful of Operations & Maintenance Services after successful commissioning of the project (one time job) as per bidding document.
Day	A calendar day as per GoR/ GoR
DEO	District Election Officer (Collector of District)
DPC	Alias Bid Evaluation Committee (BEC) duly constituted by the Department for opening received bids and evaluates the bids till agreement is executed and placing award of contract.
ED	Election Department, Secretariat, Rajasthan, Jaipur headed by the Chief Electoral Officer
eProc/e-Proc Website	State e-Procurement Website/Portal i.e. http://eproc.rajasthan.gov.in
ERD	Electoral Registration Officer
GoR	Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
IFB/NIT/NIB	Invitation for Bids or Notice Inviting Tenders or Notice Inviting Bidders (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
in Writing	Communicated in writing form through letter, fax, email etc.
IT	Information Technology
ITB	Instruction to Bidders
JV/Consortium/Association	Joint Venture or Consortium or Association of Bidders participating in the bid
LD	Liquidated Damages
LoI	Letter of Intent
Lowest Bidder/Bidders	Short-listing of bidders up to 3 (max.) who have participated in the bid online and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period.
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.

Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBQ	Pre Bid Query(ies)
PBG/Security Money	Performance Bank Guarantee
PC	Procurement / Purchase Committee
PQ/EC	Pre-Qualification bid criteria/Eligibility criteria
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement / Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and 'procure' or 'procured' shall be construed accordingly
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.
RISL	RajCOMP Info Services Limited, Yoana Bhavan, Tilak Marg, Jaipur.
RISL processing fee	As per the prevalent rates notified by RISL. Bidders are advised to go through the circular issued.
RFP	Request For Proposals
RTPP Rules	Rajasthan Transparency in Public Procurement Rules-2013 correlated with Act-2012
GST	Goods and services Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
Singular/Plural	If the context so requires singular means plural and vice versa.
Signed Document	Signed Document using electronic Digital Signature Certificate (DSC)
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
Successful Bidders	Short-listing of up to 3 bidders (max.) who have participated in the bid online and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period.
GSTIN	Goods and services Tax Identification Number
Vendors	Short-listing of up to 3 bidders (max.) who have participated in the bid online and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period.
Voter Manual Kit	Kit being sent to new voters along with EPIC Card it includes-multicolor Envelope, Welcome Letter with voters pledge on the back side, User Manual.
Website of CEO, Rajasthan	http://ceorajasthan.nic.in

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Government of Rajasthan Election Department

NIB (NOTICE INVITING BID)

NIB No:

6672

Date:

17-12-21

Sealed Single Stage Two-envelopes unconditional online Bids are invited on e-Proc website/portal on behalf of the Governor of Rajasthan / Election Department, for the short-listing of "Offset printers for paper printing of Voter Manual Kit" for rate contract for the item as listed below up to 05:00 PM of 29.12.2021 (last date/time).

S.No	Name of article	Specifications	Quantity and unit	Estimated Procurement Cost	Price of Bidding Document (Rs.)	RISL Processing Fee (Rs.)	Validity Period of bid	Place of Delivery
1.	Printing of Voter Manual Kit including envelope, Welcome letter and User manual	As mentioned, in the bid/ECI guidelines	Unit-No. 40 Lacs (Approx.)	2.25 Crore (Approx.)	1000/-	1000/-	90 Days	FOR Destination: at the store of CEO Office (Chief Electoral Officer) Rajasthan concerned

1. Price preference and / or purchase preference as per Instructions to Bidders shall be admissible in evaluation and award of Contract.
2. The bid is for Rate Contract for short-listing of suppliers for the abovementioned items.
3. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.

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4. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website <http://sppp.rajasthan.gov.in>, www.ceorajasthan.nic.in, and <http://eproc.rajasthan.gov.in>. The price of Bidding Document may be paid along with user charges/ processing fee at the time of online submission of the Bid.
5. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <http://eproc.rajasthan.gov.in> by following the electronic Bid submission procedure as specified on the portal.
6. The Bid Document Fee, RISL Processing Fee & Bid Security Declaration in the form of Demand Draft or Banker's cheque shall be submitted personally or by post in sealed envelopes up to 05:00 PM on 29.12.2021 to the **Addl.CEO Election Department, Rajasthan, Government Secretariat, Jaipur** bearing "**Bid for Short-listing of Offset Printers for Printing of Voter Manual Kit- envelope, Welcome letter and User manual of EPIC-Cards**". RISL Processing Fee: Rs. 1000/- (Rupees one thousand only) in form of Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur" and bid document fee in form of DD/Banker's cheque in favour of "CEO, Rajasthan" payable at "Jaipur".
7. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
8. Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding Document, user charges/ processing fee & Bid Security Declaration etc. shall be as provided on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
9. The Technical Bids shall be opened on 30.12.2021 at 03:00 PM office of additional CEO.
10. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
11. The Bidders shall have to submit/upload a valid 'GST' registration and 'GST' return of last year and the 'PAN' issued by Income Tax Department.
12. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).

sd/-

Additional Chief Electoral Officer
Election Department, Food Building, Secretariat
Jaipur (Rajasthan) - 302005 India

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**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT**

NOTICE INVITING BIDS (NIB)

Food Building, Secretariat, Jaipur (Rajasthan) - 302005.
Telephone: 0141-2227194, 2227638 Fax: 0141-2227794 Email: ceojpr-rj@nic.in

NIB No :

Date:

Sealed Single Stage Two-envelopes unconditional online Bids through e-Proc website <http://eproc.rajasthan.gov.in> are invited on behalf of the Governor of Rajasthan / Election Department, for the short-listing of "Offset printers for paper printing of Voter Manual Kit" for rate contract as per details of items given below up to 05:00 PM of 29.12.21

S.No.	Name of article	Specifications	Quantity and unit	Estimated Procurement Cost	Price of Bidding Document (Rs.)	RISL Processing fee (Rs.)	Validity Period of bid	Place of Delivery
1.	Printing of Voter Manual Kit including envelope, Welcome letter and User manual	As mentioned in the bid/ECI guidelines	Unit-No. 40 Lacs (Approx.)	2.25 crore (Approx.)	1000/-	1000/-	90 Days	FOR Destination: at the store of CEO office (Chief Electoral Officer) Rajasthan Concerned

Details may be seen in the Bidding Document available on the websites of <http://sppp.rajasthan.gov.in> and our website www.ceorajasthan.nic.in, <http://eproc.rajasthan.gov.in> and may be downloaded from these websites. While bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-Procurement Portal <http://eproc.rajasthan.gov.in>. RISL Processing fee Rs. 1000/- shall also required to be paid.

sd/-

Additional Chief Electoral Officer

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Election Department, Food Building, Secretariat
Jaipur (Rajasthan) - 302005 India

(Abridged Form of NIB for Publication in the Newspapers)

Bid Data Sheet (BDS)	
1. Ref. of invitation of Bids	NIB No. F.9(1)(7)IT/Elec./PPPVC/EPIC/2020-21/6672 dated:17.12.21
2. Name & Address of officer as the Procuring Entity (PE)** And For clarification purposes	Election Department (ED), Secretariat, Rajasthan, Jaipur - 302 005 on behalf of the District Election Officers (Collectors), All Districts, Rajasthan.
	Name Krishna Kunal
	Designation Additional Chief Electoral Officer.
	Address Election Department, Food Building, Secretariat, Jaipur (Rajasthan) - 302005 India
	Phone No. 0141-2227194
	Fax 0141-2227794
	Email ceojpr-rj@nic.in
3. Placing Work Order /Payment authority	District Election Officer (Collector), All Districts of Rajasthan State
4. Subject Matter of Procurement	"Bid for Short-listing of Offset Printers for Printing of voter Manual Kit-envelope, Welcome letter and User manual of EPIC-Cards" as per Scope of Work (SoW) & Specifications as mentioned in the Bid Document/By ECI
5. FOR Destination	Store of the Chief Electoral Officer, office Secretariat, Rajasthan
6. Joint Venture / Consortium / Association of Bidders	Shall Not Be Allowed
7. Contract Period	1 year, can be extended to one more year with mutual consent. (On the completion of one year period from the date of commencement.)
8. Bid Procedure	Single Stage Two Envelops Bidding (Two Parts) rate contract Open Competitive Bid procedure given at http://eProc.rajasthan.gov.in
9. Bid Evaluation Criteria (Selection Method)	Short-listing up to 3 (max.) bidders whose rates are financially L1 after technically qualified
10. Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: http://sppp.rajasthan.gov.in , http://ceorajasthan.nic.in , http://eProc.rajasthan.gov.in Bidding document fee*: Rs. 1000/- (Rupees One thousand only) in Demand Draft in favour of "Chief Electoral Officer, Rajasthan" payable at "Jaipur". RISL Processing Fee*: Rs. 1000/- (Rupees one thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
11. Estimated Procurement Cost	Rs. 2.25 crore (Rupees Two crores and twenty five lacs only)
12. Bid Security* Declaration on Stamp Paper	(refer details given in this bid)
13. Period of Sale of Bidding	Start Date: 20.12.2021

	End Date: 29.12.2021 by 12:00 PM
14 Date/ Time/ Place of Pre-bid Meeting	Pre Bid Meeting Date/ Time : 22.12.2021 12:00
	Pre-Bid queries submission: by 11:00 AM on or before 22.12.2021, after
	which no query would be accepted & also PBQs should be sent to the
	prescribed email only and not to be uploaded on e-Proc website (signed
hardcopy & softcopy both should be sent through email address only	.In case of repeat queries uploaded on e-Proc
website. these queries will not be treated responsive and will not be entertained.	

Bid Data Sheet (BDS)

		Pre Bid Meeting Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur
15.	Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security and RISL Processing Fee*	Start Date: 20.12.2021 during office time only End Date: 29.12.2021 at 04:00 PM
16.	Date for the submission of Bids	Manner: Online at e-Proc website http://eProc.rajasthan.gov.in Up to 29.12.2021 at 05:00 PM
17.	Date/ Time/ Place of Technical Bid Opening	Date: 30.12.2021 Time: 03:00 PM Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur Will be intimated later to the Technically qualified bidders only
18.	Date/ Time/ Place of Financial Bid Opening	
19.	Bid Validity	90 days from the bid submission last date of bid submission.
20.	Language of Bid	English/Hindi
21.	Alternate Bids	Not permitted
22.	Bid submitted	Original bid : Unconditional and with no deviation
23.	Bidder's Detail:-	
	a. Name of Bidder	
	b. Address of Correspondence	
	c. Name of Authorized Signatory	
	d. Mobile Number1	
	e. Mobile Number2, if any	
	f. Telephone Number	STD Code ()
	g. Fax Number	STD Code ()
	h. Name of Website	
	i. E-Mail1	
	j. E-Mail2	

Note:

- Bidder (authorised signatory) shall submit their offer of Technical and Financial Bid (Single Stage Two Envelops Bid - Two Parts) through e-Proc website/portal. However, DD for Bid Document Fees, Bid Security Declaration and RISL Processing Fee should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time
- The Procurement entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving reasons thereof.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful short-listed bidders.
- Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security declaration should be submitted physically at the office of Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security Declaration and RISL Processing Fee on or before the prescribed last date/time in the BDS, its bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of "Chief Electoral Officer" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid

Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).

- 7) RISL/Election Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow internet speed, choking of web site due to heavy load or any other unforeseen problems.
- 8) Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DOIT&C on a regular basis. Bidders interested for training may contact as per details given below:
Contact No: 0141-4022688 (helpdesk 10AM to 6 PM on all working days),
24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232
Email: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhavan, Tilak Marg, C-Scheme
- 10) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 11) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 12) The provisions of RTPP Act, 2012 and Rules, 2013 thereto including amendment(s) shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules thereto including amendment(s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.

Section-I

1. SCOPE OF WORK (SoW):

1) Background:

EPICs or Electoral Photo Identity Card were introduced issued by **Election Commission of India in the year 1993**. The work of printing and delivery of EPIC cards has been executed at the level of CEO Office in each state.

EPIC is being supplied with prescribed security features and personalization details printed upon them.

As EPIC is the first formal interaction point of voters with the Commission, in order to standardize the experience and give a personalized touch to the EPIC delivery, it has been envisaged that CEOs/DEOs should hand over/deliver/courier this kit to newly registered electors, which contains a personalized letter along with a voter guide/user manual and voters' pledge.

Therefore, ECI has directed that EPIC cards will be send to each voter in designed multicolour envelope with welcome letter and Voters Manual. EPIC Cards are being printed by security printers and will be delivered by speed post. The envelope containing EPIC Card will be multicoloured, and will include Welcome Letter with pledge on back side and User Manual. RFP/BID for printing of Voter Manual Kit includes three items- Multi Colour Designed Envelope, Welcome Letter with pledge for voters at the back side and Voter Manual/User Manual. The selected firms will provide above three items- Envelope, Welcome Letter with pledge, User Manual to CEO Office. The EPIC Card will be added by DEO Office before sending it to voters, the envelope should be printed keeping in the manner to carry the EPIC Card. The specifications provided by ECI are part of the BID.

The Bidders are requested to examine the instructions, terms & conditions, specifications and design of items and guidelines provided in the bid. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.

It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. This Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

It must be clearly understood that the Terms & Conditions and specifications are intended to be strictly enforced in the subject matter. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of contract or throughout the period of completion of contract whichever is later on account of any reasons whatsoever but benefit

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of price fall due to any reason shall be passed on.

The Bidder should be fully and completely responsible to concerning Procurement entity for all the deliveries and deliverables within the stipulated timelines.

The procurement entity reserves right to cancel part or complete bids without giving any reason thereof which shall be accepted by all bidders.

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Election Department is willing to short-list up to 3-4 vendors only (maximum) for supplying of voter manual kit as per prescribed and mentioned specifications, design annexed in the bid/provided by the department.

2 Specifications

(A) ENVELOPE

1. Printing of Envelope shall be as per the specification of design and colour scheme indicated by Election Department.
2. Specifications of envelope:

S.No.	Item	Specifications
1.	Envelope type	Secured, protected window type for address & tracking barcode visibility Window Film-25 microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties. 22.331cmx27.132cm open -10.795cmx23.368cm close size 100 GSM Maplitho paper Die cut with Re moisture glue pasting on flap
2.	Dimensions	To accommodate one EPIC Card, Welcome Letter, User Manual i.e. should support automatic insertion /enveloping
3.	Color	Pre-printing in 4 color (Both side multicolour printing)

(B) WELCOME LETTER

1. Printing of welcome letter shall be as per the specification of design and colour scheme indicated by Election Department.
2. Specifications of welcome letter:

S.No.	Item	Specifications
1.	Welcome letter type	The material/paper should be 80 GSM Maplitho paper. Multicolour printing, data to be printed on the letter along with Auto Folding, card affixing and inserting.
2.	Dimensions	29.7cmx21 cm
3.	Color	Pre-printing in 4 color for logo and tag line data should be in single color (Black)
Note : The matter for printing shall be provided to the selected Bidders.		

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(C) USER MANUAL

12 pages, 115 gsm supershine paper, multicolor printing, center pin binding, 9.5cmx16.5cm

3 Important Directions:

- (a) All jobs related post agreement such as processing, management, monitoring, taking action against vendor, grievance redressal, payment, testing/checking etc. (but not limited to these only), shall be done at the level of all CEO.
- (b) The Successful short-listed bidders have to coordinate with Election Department CEO, Addl. CEO, DEO etc. during execution of the work.
- (c) CEO Office will place Work/Supply Order for "Printing and Supply of Voter Manual Kit including- Envelope, Welcome Letter and User Manual within the duration of the contract period as per their need with the short-listed successful bidders called "vendors".
- (d) Supply schedule is given as follows: Supply will be within the stipulated time, i.e. minimum 7 days and maximum 20 days. However, it will be governed by the work order.
- (e) The vendor will deliver the Voter Manual Kits to CEO Office within the supply period mentioned in the Supply/Work Order and a receipt will be taken. No additional payment will be given towards packing, delivery etc.
- (f) The vendor shall print serial number on envelopes and entire kit, i.e. in envelope, welcome letter and voter manual should be included and supplied. All three items shall not be delivered separately. District wise packets shall be prepared and supplied in the CEO office.

4. Contract Period:-

Contract period of the project of supply of Voter Manual Kit initially kept for the duration as mentioned in the "Bid Data Sheet – BDS" of this bid document.

a Deliverables:

Procuring Entity shall place Supply/Work Order as per their need or urgency during the contract period with reasonable supply period.

b Supply Plan: Estimated Quantity of Voter Manual Kits which can be increased or decreased:

No.	Year	
a.	2021-2022	40 Lacs.
		Grand Total

Note: * Quantity may change any time. No claim from vendor in this regard shall be accepted.

c Replacement of defective items:

All the expenses towards replacing defective/items varying the specifications shall be borne by successful short-listed bidders only. The vendor has to provide items within a stipulated time as mentioned in the work order.

d **Management, Supervision of Supply/Coordination etc. by short-listed bidders:**

All the successful short-listed bidders will coordinate, manage and control supplies. SPOC (single point of contact) of short-listed bidders shall be intimated to Election Department/CEO office along with email, fax and landline number etc.

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Section-II

ELIGIBILITY/QUALIFICATION CRITERIA and technical evaluation

1). Pre – qualification criteria

Evaluation of pre-qualification criteria will be as per the information/response provided by the bidders against Pre-qualification criteria along with the relevant supporting documents (tender fee, processing fee, bid security declaration and all documents related to technical documents).

Important: Those service providers who do not qualify Pre-qualification Criteria(s) will not be considered for any further processing and are liable to be rejected.

A. CRITERIA FOR PRE-QUALIFICATION

- 1 Name of the bidder
- 2 Mailing address
- 3 Telephone and Fax Number
- 4 E-mail address
- 5 Name and designation of the person authorized to make commitments to Election department (Certificate of Authority to be provided)
- 6 Year of establishment of firm
- 7 Other financial activities of the firm/company

2). Qualification Criteria

- I. The Bidder must be a registered entity in India as a proprietorship/partnership firm or a private limited or a public limited company under the Indian Companies Act. The bidder must have a registered office and printing press in Rajasthan.
- II. The Bidder must not have been debarred by the State Government or blacklisted by any other procuring entity.
- III. The Bidder must be in the field of THE WORK OF offset Paper Printing for at least last five years. The Bidder should have completed orders amounting of 2 crores (Single or multiple) (in which one completed order should be of State Government Departments/ State Public Sector Enterprises/ Government Societies of Rajasthan) in the single year, of last three years.
- IV. The Bidder must have an average annual turnover of at least Rupees 5 crore in last three financial years having 5 crore in a single years, i.e. years 2018-19, 2019-20, 2020-21. Copies of audited accounts and a certificate of the statutory auditors of the organization to this effect will have to be attached with the Bid.
- V. Net worth of the company should be positive. A certificate CA with registration number and seal is required.
- VI. The Bidder must have a dedicated team of technical experienced personnel required for providing the Services as follows:

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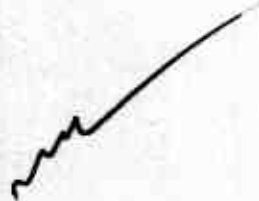


S.No.	DESCRIPTION	Number Required
1.	Graphic Designer	2
2.	Computer Operator	2
3.	Staff on Offset Machines	5
4.	Proof Readers (Having Knowledge of both Hindi and English Language)	2
5.	Staff for Binding of material	1
6.	Technical staff for Pasting, Planning and Plate Marketing	2
7.	Institutional Foreman	1

(Submit Declaration on letter Head of the Firm for the above staff)

- VII. The Bidder must have a Printing Press situated in Rajasthan having at least following machinery and equipment owned by him (The proof of ownership of the machinery in the form of purchase bills must be attached with the Technical Bid): -
- Four colours offset printing machine- 2 numbers, having sizes 18"x23" or above.
 - Single colour offset machine- 1 number having size of 18"x23" OR above.
(This is in addition to serial no. 1).
 - Automatic Plate Processor- 1 Number.
 - Digital Coloured Laser Printer- 1 Number.
 - D.P.T. Computer with coloured monitors connected with high-speed internet facility- 3 Number.
 - Scanner- 1 Number.
 - Stitching Machine-1 Number.
 - Folding Machine- 1 Number.
 - Perfect Glue Binding machine- 1 Number.
 - Lamination Machine- 1 Number.
- VIII. Hard copies of coloured printed publication (At least 2 samples) bearing press line of the bidder should be submitted in Office of CEO Rajasthan on the date and time of opening of Technical Bids between 10 AM to 12 Noon along with physical submission of instruments of price of bidding Document, Processing Fee for e-procurement and Bid Security Declaration.
- IX. If benefits of being an MSME are claimed by the Bidder then copy of certificate issues by authorized officer of the Department of Industries of Rajasthan valid for claiming such benefit must be attached with the Bid.
- X. The Bidder must be registered for Goods and Service Tax.
- XI. The Bidder must have PAN number issued by Income Tax Department. Firm should Attached Registration copy

XII. . Inspection may be conducted by a team of department officials on the directions of CEO, to check infrastructure , machines and equipments, personnels as per the bid document Any deviations may result in immediate disqualification.



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3) SELECTION PROCESS

1. EVALUATION OF PROPOSALS: The evaluation of the proposal will be done in following parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a Screening Committee/DPC of Election department to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The minimum qualifying criteria mentioned in Qualification Criteria of Section-...2.will need to be met to be considered for technical evaluation.
3. **Technical Evaluation:**
 - a. The bid will be evaluated based on the weightings and parameters detailed in Bid document- Qualification Criteria.

2. SELECTION OF FIRMS:

1. The Financial Bids of only the 'Technically Qualified Bidders' will be opened to prepare first list of L1, L2 etc.
2. The lowest rate L1, received from a qualified bidder will be treated as the "**Discovered Rate**"
3. Once the L1 bidder is identified, the bidder at L2,L3 will be given first rights to match the L1 rate in order to receive an order for carrying out the services.
4. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously
5. In case of a tie:
 - A. In case of a tie between 2 bidders at L1 level (Discovered Rate), no further bid will be considered for L2. Bidder with Higher Technical Score will be treated as L1 (Discovered Rate) and other as L2 (Matching L1). Remaining qualifying bidders will be treated as L3 and so forth.

6. In case only one bidder qualifies after the technical evaluation, Election department will have right to select the single qualified bidder or cancel the RFP. In case Election department decides to continue with single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.
7. The Election department reserves the right to call for a second bid process to select a total of two firms for execution of the project.
8. Bidder need to provide their financial bid as per the format provided in the RFP. Financial evaluation shall be conducted on the basis of the unit rate quoted by the respective bidders.

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Section-III INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid on the <http://eproc.rajasthan.gov.in>. The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the bidding document price while submitting the Bid to the procuring entity through e-Proc method.

2) Bid Prices

- a) The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified in bid document.
- b) Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- c) All rates quoted must be FOR destination (as mentioned in the bid) and should include all incidental charges except Central/ Rajasthan Sales Tax/ VAT, Entry Tax, or applicable prevalent tax, charges etc. which should be shown separately. No cartage or transportation charges will be paid by DEO concerned and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises as mentioned in the bid.

3) Pre-bid Meeting/ Clarifications

- a) Any prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents shall also be emailed to ceoipr-rj@nic.in and not to be uploaded on e-Proc website. In case the soft copy of the dully filled in Pre- Bid query format, is uploaded on e-Proc website then it would not be entertained and processed.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) Prospective bidders may attend Pre-bid meeting. The procuring entity may clarify doubts of only to potential bidders in respect of the project which are given in written in the prescribed format received within the time frame given in the bid document and a softcopy to the email address given herein. Beyond prescribed time, no PBQ shall be entertained and rejected.
- d) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
- a. Last date of submitting clarifications requests by the bidder: as per bid document
- b. Response to clarifications by procuring entity: as per bid document

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- e) The finalised minutes and responses, if any, shall be provided through departmental website/email promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall also be published on the other websites as mentioned in NIB.

4) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

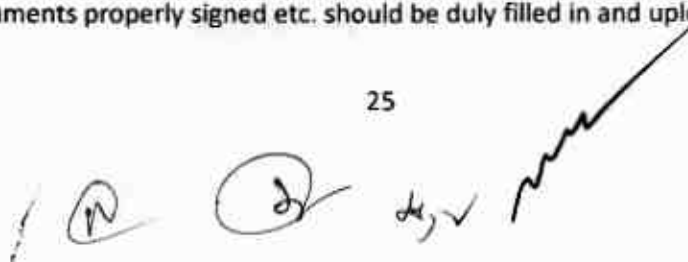
5) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document and as per RTPP Rules. A Bid valid for a shorter period shall be rejected by the procuring entity as non- responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

6) Submission of Bid

The bid is for "Short listing of Offset printers for paper printing of Voter Manual Kit for rate contract

- a) All prospective bidders advised to carefully go through the bid document provided on the various websites as mentioned in the bid-document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
- b) The bidders required to digitally sign each page of the bid as a token of acceptance of bid by the authorised signatory failing which the bid may liable to be nonresponsive and rejected. The signed bid shall be uploaded using DSC to e-Proc website the <http://eproc.rajasthan.gov.in>
- c) All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their associated necessary documents properly signed etc. should be duly filled in and uploaded.

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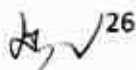
- d) Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and Financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document..
- e) While submitting the complete Bid Document as mentioned above instruments for tender fee amount and bid security fee amount should be physically sent to the PE on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected.
- f) Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.
- g) Bidders may submit their Bids through electronic method i.e. through <http://eproc.rajasthan.gov.in> on or before bid submission date/time.
- h) The Procuring Entity is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bid.

7) Opening of Bids

- a) The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b) Only Technical bids will be opened first and as per Pre- qualification criteria technical bids of firms meeting Pre-qualification criteria will be evaluated and marks will be allotted as per the Technical evaluation criteria given. Maximum 5 technical bids and minimum 3 technical bids will qualify for financial bid opening stage in order of merit PE will evaluate Technical Bid(s) as per criteria set-forth in this Bid Document or RTPP Rules.
- c) The Financial Bids will remain unopened until the technical bid evaluation is done. The date/time of the opening of Financial Bids will be intimated by the Procuring Entity.
- d) In financial evaluation technical bids qualified will be evaluated and final selection will be done on the basis of lowest rate received, irrespective of the marks obtained in the technical evaluation
- e) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- f) If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
- g) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
- bid is as per pre-qualification criteria
 - bid is accompanied by bidding document fee, bid security or bid securing declaration, relevant duly filled in documents as per annexure(s) given in the Bid Document;
 - bid is valid for the period, specified in the bidding document;
 - bid is unconditional and the bidder has agreed to give the required performance security or performance security declaration; and other conditions, as specified in the bidding document are fulfilled.
 - any other information which the committee may consider appropriate through e-Proc method.
- h) The Financial Bid shall be kept unopened and shall be opened later on the date and time intimated to the

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bidders who qualify in the evaluation of technical bid.

8) Documents comprising the Bid, Bid submission, Formats, Price Schedules and Signing of Bids

- a) The PE shall not consider any bid or its related documents, material, original instrument(s) etc. that arrives after the deadline for submission of bid, such bid shall be declared late, rejected, and returned unopened to the bidder. Offline bid shall not be entertained.
- b) All the documents should be digitally signed by the authorized signatory of bidder, as defined in the bid as the case may be.
- c) The Bid shall be prepared according to the procedure mentioned <http://eproc.rajasthan.gov.in>.
- d) The Technical Bid shall contain the following:
 - i. Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms qualification criteria documents, documents required for technical evaluation and other Declarations related to Technical Bid and Code of Integrity given as specified in annexure/appendix/bid forms in the Bid Document (Note: If the prescribed formats provided in the Bid Document only, are not duly filled in as per the requirement of Bid Document, the bid shall be treated as non-responsive bid and lead to rejection);
 - ii. proof of payment of price of Bidding Document, processing fee, Bid Security Declaration in accordance with Bid Document;
 - iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document;
 - iv. documentary evidence in accordance with Bid Document establishing the Bidder's eligibility to bid;
 - v. any other document required in the BDS; and
 - vi. others considered necessary otherwise to strengthen the Bid submitted.
- e) The Financial Bid shall contain the following:
 - i. Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
 - ii. Any other document required in the BDS.

f) CHECKLIST

S. No.	Category	Detailed description	Compliance (Yes/No)
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1.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per Section II- Point 1	
2.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents as per Section- II, Point 2 (I-X)	
3.	Financial Bid	Financial bid filled out in the formats as financial bid submission sheet, Annexure 11,12,13,14	

9) Cost & Language of Bidding

- 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.
- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may also be in English / Hindi.

10) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

11) Declaration of Bid Security

In compliance of order dated: 23.12.2020 of FD, the firms participating in the Bid will attach Bid Security Declaration in the Bid. This declaration will be submitted with stamp duties of Rs. 50 with sur charge of 3 0% as per rule (As per section 3 of Rajasthan Stamp Act 1998) the format of Bid Security Declaration is annexed

In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

12) Deadline for the submission of Bids

- Bids shall be submitted on e-Proc website up to the time and date specified in the NIB or an extension issued thereof, if any.
- Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity.
- If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

Late Bids: The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids,

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in accordance with bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

13) Lack of Competition:

In case of situation of lack of competition arises the provision given in RTPP Act, 2012 and RTPP Rules, 2013 will be followed.

14) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the BEC/DPC may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the website/email.
- b) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

15) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The BEC/DPC shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission (as per RTPP Act, 2012 and RTPP Rules, 2013): -

16. Tabulation of Technical Bids

If Technical Bids have been invited, they shall be tabulated by a Committee (BEC/DPC) constituted on behalf of PE in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

17) Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in bid examination shall be opened at the notified time, date and place by the BEC/DPC in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) the examination shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities

18. Correction of Arithmetic Errors in Financial Bids

The DPC shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the DPC 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;

19) Price/ purchase preference in evaluation

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Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

20) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre- bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

21) Procuring Entity's Right to accept any bid and to reject any or all bids

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

22) Information and publication of award

Information of award of contract shall be published on the Raj. State Public Procurement Portal i.e. <http://sppp.rajasthan.gov.in> as well as e-Proc website.

23) Execution of agreement

- a. In the written intimation of acceptance of its Bid sent to the successful short-listed bidders, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 7 days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.



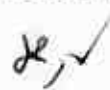

24) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it .

25) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RTPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased.

The limits of repeat order shall be as under: -

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- a. up to 50% of the value of goods or services of the original contract.

26) Performance Security

- a) All the successful short-listed bidders, have to execute agreement and furnish performance security.
- b) Prior to execution of agreement, Performance Security shall be solicited from the successful short-listed bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- c) The amount of performance security shall be as per rules (2.5% of the final tender value).
- d) Performance security shall be furnished in any one of the following forms: -
- a. Bank Draft or Banker's Cheque of a scheduled bank;
- b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Chief Electoral Officer on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- e) Performance security furnished in the form specified in clause [c.] of c) mentioned just above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- f) Failure of the successful short-listed bidders to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- g) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited, including interest, if any, in the following cases:-
- a. when the Bidder short-listed does not execute the agreement in accordance with the bid within th

specified time period; after issue of letter of acceptance/ placement of supply order; or

- b. when the Bidder short-listed fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - c. when Bidder short-listed fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
 - d. When any terms and conditions of the contract is breached; or
 - e. Failure by the Bidder short-listed to pay the Procuring Entity any established dues under any other contract; or
 - f. if the Bidder short-listed breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.
- h) Notice will be given to the bidders short-listed with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.
- i) No interest shall be payable on the Performance Security deposited by the bidders short-listed.

27) Confidentiality:

- a) Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- b) Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

28) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) Any person participating in the procurement process shall -
 - I. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - III. not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - IV. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - V. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - VI. not obstruct any investigation or audit of a procurement process;

- VII disclose conflict of interest, if any; and
- VIII disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a exclusion of the bidder from the procurement process;
 - b calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c forfeiture or encashment of any other security or bond relating to the procurement;
 - d recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) Conflict of interest:

A 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 to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:

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

in-charge/ consultant for the contract.

- h. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and as stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.

Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section

(3) of section 11 and section 46 of the Act.

30) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful short-listed bidders ;
- c) fails to enter into procurement contract after being declared the successful short-listed bidders ;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful short-listed bidders , without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 50 lacs rupees or 10% of the assessed value of procurement, whichever is less.

31) Grievance handling procedures 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 or Second Appellate Authority, as the case may be, as specified in the bid, in accordance with the provisions of RTPP Act & thereto, Rules and as given in Appendix to this bid.

32) Offences by Firms/ Companies

- a. Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b. Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is

attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c. For the purpose of this section-

- i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
- ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

33) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

Special instructions

- a) Technically qualified bidder will be asked to submit sample as per the specification and design provided to check the quality of the product.
- b) Vendors/Suppliers will get items checked as per the specifications from the authorised agency. Procuring entity will get select items supplied on random basis and will get the specifications and quality certified from the authorised agency.



34) Monitoring :

Regular monitoring will be done by election department at HQ level.

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Section-IV

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.
Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications..

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1) **Contract Documents**

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, and mutually explanatory.

2) **Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract 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.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) **Eligible Goods and Related Services**

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery,

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equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

- b) Bidder must quote products in accordance with above clause "Eligible goods and related services".

5) **Service of Notice, Documents & Orders**

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

6) **Scope of Supply or Schedule**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document/Work Order (Minimum 7 days and maximum 20 days. Will be governed by the work order).
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The successful short-listed bidders has to supply goods within the period as mentioned in the work order issued to the Vendor by Election Department.

7) **Delivery**

The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

8) **Supplier's/ Selected Bidder's Responsibilities**

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

9) **Purchaser's Responsibilities**

Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

10) **Contract Price**



- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid.

11) Recoveries from Supplier/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

12) Taxes & Duties

- a) The prevailing taxes, charges etc., if applicable, shall be deducted at source by PE as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-Form", or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

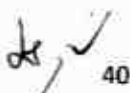
13) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

14) Confidential Information





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- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications in the bidding document and work orders. The supply shall be of the best quality and description. The decision of the CEO Office whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

16) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

17) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn.

18) Testing charges

Testing charges of test being done by PE shall be borne by the Government for supply of goods. Test conducted by vendor test charges will be borne by the firm. In case of test results showing that supplies are not up to the prescribed standards or specifications, the concerned lot shall be resupplied at the cost of bidder to the CEO Office i.e. destination. For which no extra cost shall be payable to vendor.

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19) **Rejection**

- a) Articles not approved during inspection or testing shall be rejected and will have to be provided by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer/CEO shall not be responsible for any loss, shortage or damage and shall have the right to dispose safely of such articles as he thinks fit, at the selected bidder's risk and on his account.

20) **Transportation**

The supplier/ selected bidder shall be responsible for transport and delivery of the material in the good condition to the consignee at destination as mentioned in the BDS

21) **Payment Terms and Schedule:**

- a) 100% Payment shall be made as per details mentioned below by CEO Office within a month's time, after submission of an invoice by the successful short-listed bidder in a triplicate for payment: -
 - On complete delivery
 - After acceptance of positive testing report
 - After deducting all types of penalties, due to any reasons mentioned in the bid, if any.
- b) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- c) All remittance charges will be borne by the supplier/ selected bidder.
- d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute by CEO Office.
- e) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments by CEO Office.
- f) Taxes, as applicable, will be deducted, as per the prevalent rules

22) **PENALTIES:**

I. **Risk and Cost:**

In case, the vendor doesn't commence the work as required within the stipulated period, the work can be allotted to other short-listed bidder at the risk and cost (in case of difference in the cost of supply) of the contractor firm and LD clause shall be attracted to the short-listed bidder who was placed the order & could not commence the work.

II. **Liquidated Damages (LD):**

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 with the bidder has failed to supply/ install/ complete:-

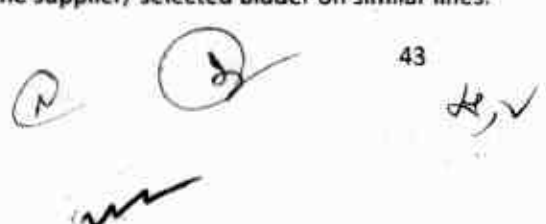
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- delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- a) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - b) The maximum amount of liquidated damages shall be 10% of the contract value.
 - c) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- 25) **Settlement of Disputes/Dispute Resolution Mechanism:** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer and Ex-Officio Principal Secretary to the Government of Rajasthan" & whose decision shall be final and abided by all stakeholders.
- 26) **Legal Proceedings:** All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Jaipur and not elsewhere.
- 27) **Force Majeure**
- a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
 - d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
 - e) In case a Force Majeure situation occurs with the purchaser, the purchaser may take the case with the supplier/ selected bidder on similar lines.


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a) Termination for Default

1. The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i. if the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to the clause mentioned in the bid document; or
 - ii. if the Supplier fails to perform any other obligation under the Contract.
 - iii. if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and Code of Integrity, in competing for or in executing the Contract.
2. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/ or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

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Section-V

Special Conditions of the Contract

1. The service provider shall not sublet any part of the services to any other agency without the written approval of procuring entity.
2. The NIB is for rate contract of bidder on lowest rates as per the Scope of Work. Procuring entity does not make any commitment for the quantity to be procured.
3. The design for printing will be provided by the department/procuring entity. Final printing must be done only after approval of the proof by authorized officers of the department.
4. No advance payment shall be made, nor will any interest be paid for delay in payment.
5. The invoice for claiming payment will be submitted by the service provider in 3 copies. The payment shall be made after verification of materials as per specification and the services performed and examination of its quality by the officer.

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Section-VI

APPENDIX-A:

GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS

(APPEALS)

(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 Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- (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.

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

(4) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank 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
- (c) (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (d) 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.
- (c) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

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FORM No. 1
[See rule 83]

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

Appeal No of

Before the

(First / Second Appellate Authority)

First Appellate Authority: Secretary, Election Department, GoR

Second Appellate Authority: Princ. Secretary, Finance Department, GoR

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 Signature





Section-VII-(A)

BIDDING FORM NO.-1:

Technical Bid Submission Sheet

Date:

NIB No.:

Alternative No., if permitted:

To,

(Procuring Entity)

Additional Chief Electoral Officer to the Government Office of the Chief
Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) -
302005.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document.
- (B) We declare that we fulfil eligibility criteria as per technical evaluation sheet and Pre qualification criteria in conformity with The Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in bidding document for Supply of Voter Manual Kit including envelope, Welcome Letter and User Manual.
Our Bid shall be valid for a period as mentioned in the BDS 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;
- (c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (d) We are not participating, as Bidder in more than one Bid for supply of the subject Goods/Matter in this bidding process in the Bidding Document;
- (e) Our firm for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (f) 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;
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

Handwritten signature and initials in black ink, including a circled 'R' and a circled 'D'.

- (h) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (i) We hereby agree in principle to be short-listed after mutual agreement.

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorised to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

(2)

(Signature)

(Signature)

(Signature)

ANNEXURE-1: PRE-BID QUERIES'FORMAT(to be filled by the bidder)

Name of the Company/Firm: _____

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Company/Firm Contacts:


Contact Person(s)	Correspondence Address	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Query(ies) / Clarification(s) Sought:

S.No.	Bid Page No.	Bid Clause No.	Existing Clause Details	Query/ Clarification sought	Suggestion/
1.					
2.					
3.				
4.				

Note:-

1. Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/ .DOC/ .DOCX) in virus free file. Queries not submitted in the prescribed format will not be considered/ responded at all by the Procurement Entity.
2. Prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document shall be emailed to ceojpr-rj@nic.in and not to be uploaded on e-Proc website. **In case the soft copy of the dully filled in Pre-Bid query format, is uploaded on e-Proc website then it would not be entertained and processed.**
3. The Bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held along with softcopy, which can be emailed to ceojpr-rj@nic.in with a subject line of "Offset printers for paper printing of Voter Manual Kit".



ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

(To be given on the letter head of the Manufacturer)

To,

{Procuring Entity}

Additional Chief Electoral Officer

Office of the Chief Electoral Officer, Election Department,
Secretariat, Jaipur (Rajasthan) - 302005.

Ref: NIB No. date:

WHEREAS

We, who are "Offset Printers" of _____

having factory(ies) at _____

do hereby authorise (Name) _____

(Contact Numbers) Mobile _____ Fax _____ Email _____

to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract:

"Short-listing of Offset printers for paper printing of Voter Manual Kit"

We hereby extend our full guarantee / warranty in accordance with Clauses given in bid document/conditions of contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Name:

Seal of the Organization: -

Position:

(Includes complete address)

Date: -----

Place: -----







ANNEXURE-3: SELF-DECLARATION (Declaration by Bidder regarding Qualifications) (to be filled by the bidder)

To,

{Procuring Entity}

Additional Chief Electoral Officer to the Government Office of the Chief Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) - 302005.

Declaration by Successful Bidder

In relation to my/our bid submitted for "Offset printers for paper printing of Voter Manual Kit" conforming to specifications in Bid and in response to the NIB Ref. No. _____ dated _____ as an Owner/ Partner/ Director/ Auth. Signatory of _____, I/ We hereby declare that: -

- a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in RTPP Act, RTP Rules and this bidding document which materially affects the fair competition.
- f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- g) We do not have any previous transgressions with any entity in India or any other country during the last three years
- h) We do not have any debarment or black-listed by any other procuring entity
- i) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;



- 5
- j) We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.
 - k) We agree to extend the validity of bid submitted on the communication of the PE.
 - l) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid.
 - m) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.
 - n) We have submitted only one bid.
 - o) We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be up to 3-4 short-listed successful bidders.
 - p) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Bidding Organization: -

Date: _____

Place: _____

ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION(to be filled by the bidder)

To,

(Procuring Entity)

Additional Chief Electoral Officer to the Government Office of the Chief
Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) -
302005.

CERTIFICATE

1. This is to certify that, the specifications of Voter Manual Kit which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the commodity mentioned in the bidding document and that there are no deviations of any kind from the required specifications.
2. Also, I/ we have thoroughly read the bidding document, RTPP ACT, 2012 and thereto Rules, 2013 and amendment(s) issued and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in "Supply of Voter Manual Kit to meet the desired Standards set out in the bidding Document
4. I/We are offset Printers and declare that Voter Manual Kit- Envelope, Welcome Letter, User Manual supplied shall be conforming to the specifications mentioned in the Bid Document and work order

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

②



55
Handwritten initials

Section-VII-(B) Formats Related to Qualification Criteria

ANNEXURE-5

Bidder's Experience

1. List previous assignments of PAPER PRINTING WORK performed by the Bidder in the last 03 years for government Departments/ Undertakings/ Organizations or Reputed private entities.
2. List in the following format only those assignments for which the Bidder was legally contracted by the Client as a Bidder. The Bidder should substantiate the claimed experience by attaching copies of relevant work orders/ documents.

Summary sheet for the most relevant assignments in the following format:

Name of the assignment	Client (address and contact number)	Time Period (From....to.....)	Amount of Work Order in Rupees	Copy of Work Order/other document

(TO BE SUBMITTED ON Rs. 100/-NON-JUDICIAL STAMP PAPER
DULY NOTARISED BY NOTARY PUBLIC)

MACHINERY AND EQUIPMENT OWNED BY THE BIDDER

Provide details of the machinery and Equipment owned by the Bidder in following format:-

(The given information may be verified by a team of officers of CEO, Rajasthan by inspecting the factory premises of the Bidder and if any information is found false, action will be taken as per provisions of the Act and Rules)

1. Four colour offset printing machine- 2 number, having 18"x23" or large size.
2. Single colour offset machine- 1 number having size of 18"x23" or large size. (This is in addition to serial No. 1).
3. Automatic Plate Processor- 1 Number.
4. Digital Coloured Laser Printer- 1 Number.
5. D.P.T. Computer with coloured monitors connected with high-speed internet facility- 5 Number.
6. Scanner- 1 Number.
7. Stitching Machine- 2 Number.
8. Folding Machine- 1 Number.
9. Perfect Glue Binding machine- 1 Number.
10. Lamination Machine- 1 Number.

S. NO.	Name of the Machine	Make	Model	Size	Capacity Per Day/Hour
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

DECLARATION

The above information given is true and we understand that any false declaration may lead to disqualification of the tender.

Authorized Signature

NOTARIZED

②

②

de ✓

[Faint signature]

[Signature]

(To be submitted on Letter Head of the Firm)
TECHNICAL PERSONNEL WORKING ON PAY ROLL OF THE BIDDER

Provide details of the Technical personnel working of the Bidder in following format:-

(The given information may be verified by a team of officers of CEO, Rajasthan by inspecting the factory premises of the Bidder and if any information is found false, action will be taken as per provisions of the Act and Rules)

S.No.	DESCRIPTION	Number of persons actually working
1.	Graphic Designer	
2.	Computer Operator	
3.	Staff Offset Machines	
4.	Proof Readers (Having Knowledge of both Hindi and English Language)	
5.	Staff for Binding	
6.	Technical staff for Pasting, Planning and Plate Making.	
7.	Institutional Foreman	

AUTHORIZED SIGNATURE

2



Section-VIII Other Formats

ANNEXURE-8: BILL OF MATERIAL (BOM)

S. NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY TO BE SUPPLIED DURING THE CONTRACT PERIOD	BIDDERS ACCEPTANCE OF SUPPLY AS PER T&C MENTIONED IN THE BID DOCUMENT (YES/NO)
1.	SHORTLISTING OF SUPPLIERS UP TO 3 IN NUMBERS (MAX.) TO SUPPLY Printing of Voter Manual Kit including Envelope, Welcome letter and User manual of EPIC-Cards	40,00,000	

ANNEXURE-9: BID SECURING DECLARATION

Form of Bid Securing Declaration

Date :

Bid No :

Alternative No. :

To :

.....
.....

We, the undersigned, declare that:

We understand that, according to your condition, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of Integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :

Name :

In the capacity of :

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal

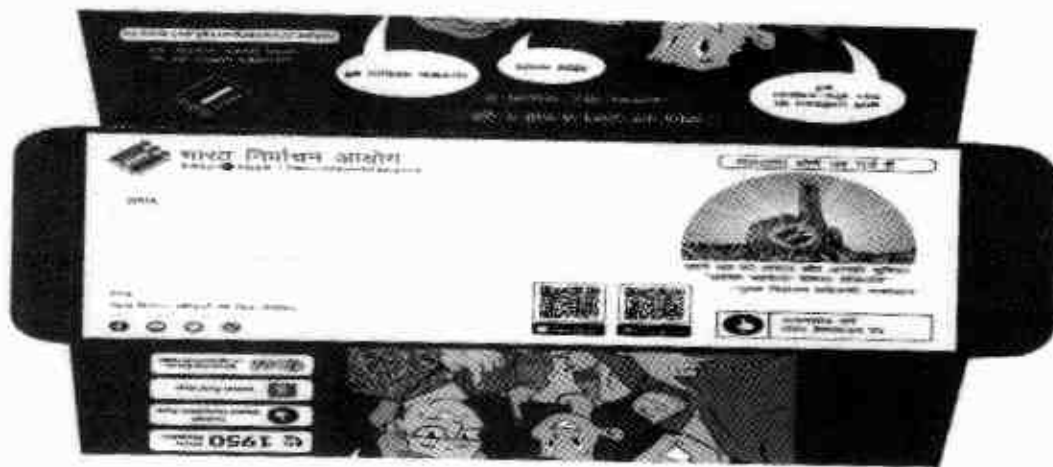
[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

digital signature

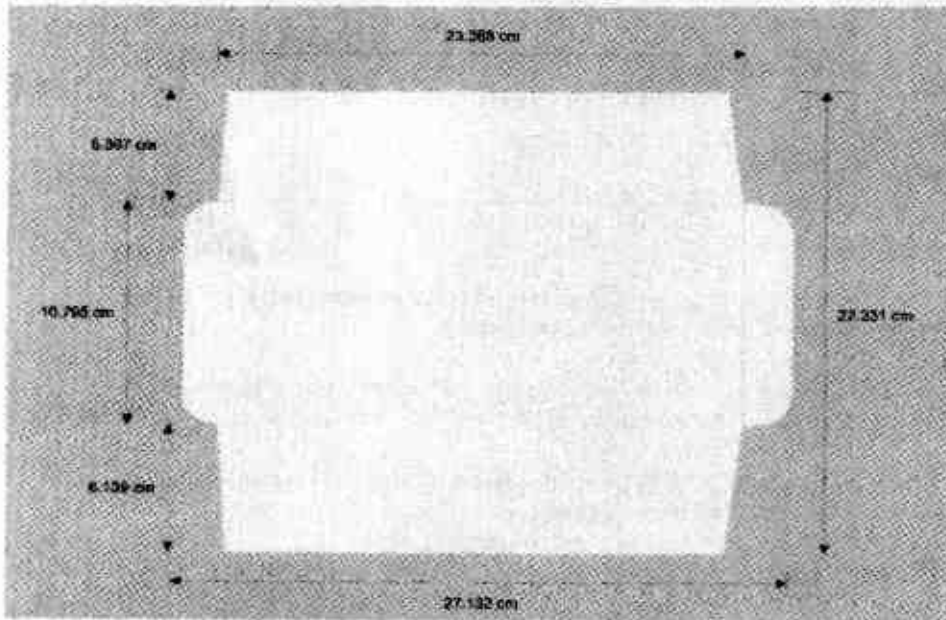
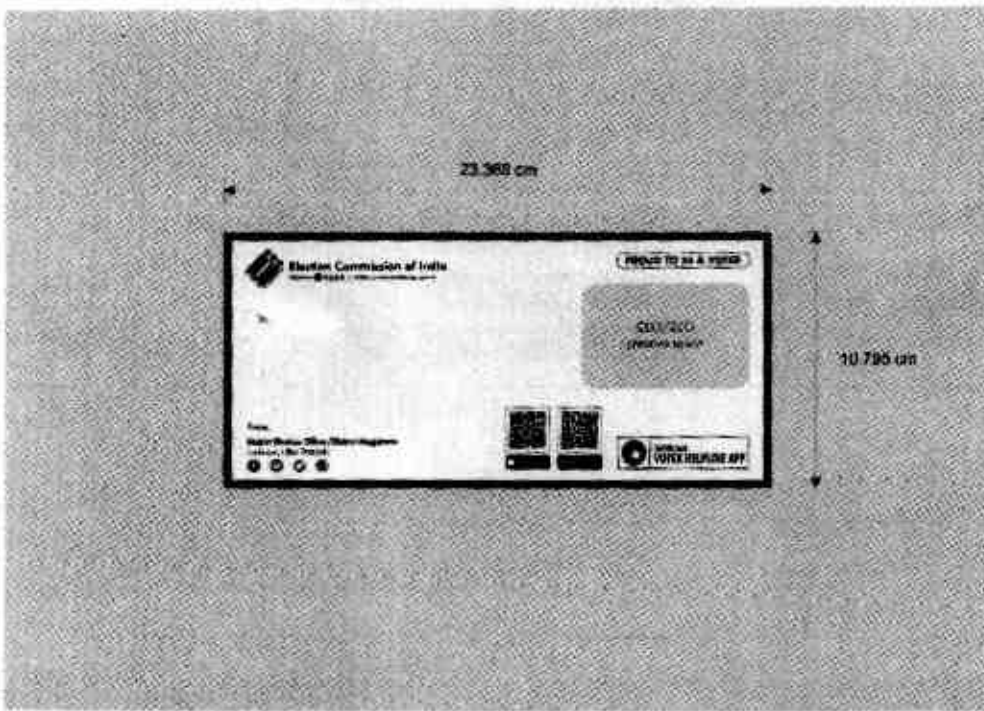
Handwritten signatures and marks at the bottom of the page, including a circled '2', a jagged line, a signature in a circle, and another signature.

Indicative Sample of Voter Manual Kit

Sample of Pre-Printed-Envelope (Indicative only):



नोट :- (प्रेषक जिला निर्वाचन अधिकारी के स्थान पर निर्वाचक रजिस्ट्रीकरण अधिकारी मुद्रित कराया जा सकता है। जिसके दिशा-निर्देश कार्यादेश में दिये जायेंगे।)



2

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Sample of Welcome Letter (Indicative only):

District Election Officer
Rajasthan

YOUR VOTE, YOUR RIGHT.

आपका मत आपका अधिकार



Dear Voter,

Congratulations on receiving your EPIC – Electors Photo Identity Card! The Election Commission of India welcomes you as an integral and valued member of the world's largest democracy.

We are happy that you have enrolled as a voter – Right to vote bestows privilege and responsibility. Election Commission of India is committed to free, fair, accessible, inclusive, transparent and ethical elections.

Your vote is valuable and hence we urge you to participate in each election by choosing your representative wisely. Prior to Poll day, check details of contesting candidates, your name in voter list and polling booth details. The attached Voter Guide provides detailed information on all election related queries.

On poll day, press the EVM button against the candidate of your choice and verify your selection on the screen of VVPAT. Be a proud voter and showcase your inked finger!

Greetings from Election Commission of India for embarking on this epic journey.

Happy Voting!

With Best Wishes,

District Election Officer &
District Collector

प्रिय मतदाता,

आपको एपिक - निर्वाचक फोटो पहचान कार्ड प्राप्त करने पर बधाई। भारत निर्वाचन आयोग दुनिया के सबसे बड़े लोकतंत्र के एक अभिन्न अंग और मूल्यवान सदस्य के रूप में आपका स्वागत करता है।

हमें खुशी है कि आप मतदाता के रूप में नामांकित हुए हैं - मतदान का अधिकार निर्वाचक अधिकार तो देस ही है उतरदायी भी बनता है। भारत निर्वाचन आयोग स्वतंत्र, निष्पक्ष, सुगम, समावेशी, पारदर्शी और नैतिक चुनावों के लिए प्रतिबद्ध है।

आपका वोट मूल्यवान है और इसलिए हम आपसे आग्रह करते हैं कि आप प्रत्येक चुनाव में भाग लेकर अपने प्रतिनिधि का चुनाव सुदृष्टिमानी से करें। मतदान दिवस से पहले, चुनाव स्थान वाले अभ्यर्थियों का विवरण, मतदाता सूची में अपना नाम और मतदान कक्ष के विवरण की जांच करें। संलग्न मतदाता गाइड में चुनाव संबंधी सभी प्रश्नों पर विस्तृत जानकारी दी गई है।

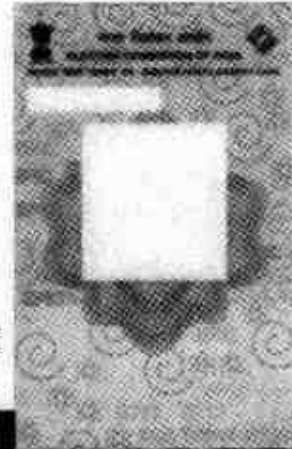
मतदान के दिन, अपनी पसंद के उम्मीदवार के सामने ईवीएम का बटन दबाएं और वीवीपैट की स्क्रीन पर अपने चयन का सत्यापन करें। स्वाभिमानी मतदाता बनें और अपनी स्वाही सभी उम्मीद दिखायें।

इस एपिक यात्रा का शुभारंभ करने के लिए भारत निर्वाचन आयोग की ओर से बधाई।

ईन्वी वोटिंग

सुभेच्छा,

District Election Officer &
District Collector



भारत निर्वाचन आयोग

भारत निर्वाचन आयोग

भारत निर्वाचन आयोग

नोट - जिला निर्वाचन अधिकारी एवं जिला कलेक्टर के साथ जिले का नाम भी मुद्रित किया जायेगा। जिसकी सूचना एवं संख्या कार्यदेश के साथ उपलब्ध करा दी जायेगी।



ELECTOR'S PLEDGE

We, the citizens of India, having abiding faith in democracy, hereby pledge to uphold the democratic traditions of our country and dignity of free, fair and peaceful elections and to vote in every elections fearlessly and without being influenced by religion, race, caste, community or any inducement.

निर्वाचक द्वारा ली जाने वाली शपथ

हम, भारत के नागरिक, लोकतंत्र में अपनी पूर्ण आस्था रखते हुए यह शपथ लेते हैं कि हम अपने देश की लोकतांत्रिक परंपराओं की मर्यादा को बनाए रखेंगे तथा स्वतंत्र, निष्पक्ष एवं शांतिपूर्ण निर्वाचनों की गरिमा को अक्षुण्ण रखते हुए निर्भीक होकर, धर्म, मूलवंश, जाति, समुदाय, भाषा अथवा अन्य किसी भी प्रलोभन से प्रभावित हुए बिना सभी निर्वाचनों में अपने मतधिकार का प्रयोग करेंगे।

USE YOUR EPIC NUMBER

Voter Helpline App



- Block Navigator: Find driving directions to your polling booth on Map
- Search your name in Electoral Roll
- Know your Polling Officials
- Apply for correction in Voter ID card
- Apply for shifting within Assembly Constituency

Voter Portal



- Find your Assembly Constituency and Polling Station
- Search your name in Electoral Roll
- Know your Polling Officials (DEO/ERO/BLO)
- Apply for correction in Voter ID card
- Apply for shifting within Assembly Constituency



#MyVoteMatters

PROUD TO BE A VOTER

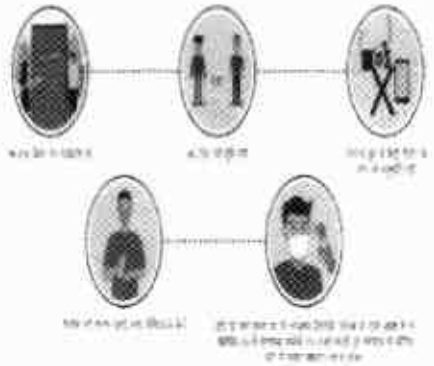
2

वोटर मार्गदर्शिका

भारत निर्वाचन आयोग
1950-51 का मतदाता न कूट

मतदाता वि० न०

1950-51 का मतदाता न कूट



मतदाताओं के लिए प्रमुख सूचनाएँ

मतदाता सूची

मतदाता न कूट

मतदाता न कूट का प्रयोग

मतदाता न कूट का प्रयोग

मतदाता न कूट का प्रयोग

अपना अमूल्य वोट ऐसे डालें

0 मतदाता सूची में नाम की जाँच

1 मतदाता न कूट का प्रयोग

2 मतदाता न कूट का प्रयोग

3 मतदाता न कूट का प्रयोग

Handwritten marks: a circled 'P', a signature, and a checkmark.

Section-IX

(Part-B:Financial Bid)

BIDDING FORM NO. 2:

Financial Bid Submission Sheet

Date:

NIB No.:

To,

{Procuring Entity}

Additional Chief Electoral Officer to the Government Office of the Chief
Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) -
302005.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in the bid, Schedule of Supply, the following Goods and Related Services:

- (c) The total Price for our Bid is:
- (d) 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.
- (e) We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be up to 3(max) short-listed successful bidders.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

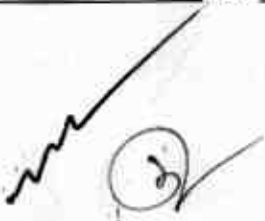
Date: _____

Duly authorised to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

②



dx, v

ANNEXURE-11: FINANCIAL BID COVER LETTER FORMAT (to be submitted by the bidder on his Letter head)

To,

{Procuring Entity} Additional Chief Electoral Officer to the Government
Office of the Chief Electoral Officer, Election Department,
Secretariat, Jaipur (Rajasthan) - 302005.

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

1. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
2. I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.
3. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance security as prescribed in the bidding document.
4. I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
6. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be up to 3 short-listed successful bidders.
9. I/ We will not sublet the contract if awarded to us.
10. I/ We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/para/text from the original bid.
11. I/ We would be responsible to all the CEO and other authorities of the Department.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard. We have submitted only solution/goods based proposal and understand that in case of multiple bids proposed, may lead to reject our bid for which we only are the responsible.

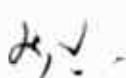
Date:

Signature of Authorized Signatory:

Name:

Designation:

(12)



Financial Bid Format (BoQ)

("Offset printers for paper printing of voter Manual kit" for rate contract as per specifications and guidelines provided in the Bid)

S.No.	Name & Description of item	Unit	Est. Qty	Unit Cost in INR	Total Cost in INR before Tax (this includes all levies & other incidental charges, if any)	Applicable Tax as on date (Tax Name & percentage Tax)	Applicable Tax in INR on Total Cost	Total Cost in INR (inclusive all taxes, charges, levies etc.)
1	2	3	4	5	6=4x5	7	8	9=6+8
1	Printing of Voter Manual kit including envelope, Welcome letter and user manual.	per kit including envelope, welcome letter and user manual	40,00,000					
2	Total		40,00,000					
3	Total amount in figures							
4	Total Amount in words							

Note:

Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-Procurement Portal <http://eproc.rajasthan.gov.in>. Bidders should not fill any information in the above format & submit physically; otherwise the bid shall be treated as nonresponsive. Bidder should submit their financial bid online on e-Proc website/Portal only. Up to 3 bidders will be short-listed on the lowest rate.

Annexure-13: PERFORMANCE SECURITY DECLARATION

Form of Performance Security Declaration

Date: _____ [insert date (as day, month and year)]

Contract Name and No.: _____ [insert name and number of Contract]

To,

(Procuring Entity)

Additional Chief Electoral Officer to the Government Office of the Chief
Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) -
302005.

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for "**Short-listing** of Offset printers for paper printing of Voter Manual Kit"

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract.

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

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

In the capacity of: _____ [insert legal capacity of person signing the Performance Security Declaration]

Name: _____ [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[Insert complete name and address of the Bidder] Dated on _____ [Insert date of signing] Corporate Seal,

Note:

Performance Security Declaration shall only be dully filled in by the Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

	installation & completion of work.	
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d)	Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If 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 work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. The RTPP Act, 2012/Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.
 7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
 7. The CEO hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services 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.

IN WITNESS whereof the parties hereto 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.

Signed By:	Signed By:
() Designation: Company:	() Designation: Election Department, Govt. of Rajasthan
In the presence of:	In the presence of:
() Designation: Company:	() Designation: Election Department, Govt. of Rajasthan
() Designation: Company:	() Designation: Election Department, Govt. of Rajasthan

②

[Handwritten signatures and marks]

ANNEXURE-14: DRAFT AGREEMENT OF CONTRACT FORMAT

(to be mutually signed by selected bidder and procuring entity)

(This Agreement shall be executed on the non-judicial stamp-paper)

Agreement

An agreement made this _____ day of _____ between _____

(hereinafter called "the Offset printer and Supplier" [here "the means short-listed Offset printer and supplier"]), 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] which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of _____ (amount in figures and words) (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. (a) The entire bid document issued vide even no.....dated..... and work order no..... dated..... shall be deemed to form and be read and construed as part of this Agreement including financial Bid, Special Conditions of Contract, General Conditions of Contract, instructions to Bidders, NIB.
- (b) The Statement of Outcomes of Negotiations, the Specifications of item, Work Orders issued will also be integral part of the contract.
- 3.1 Period of contract will be to(the contract will be renewed after one year and can be extended further as mentioned in the Bid)
- 3.2 The period of contract may also be reduced or contract can be terminated on the basis of decision of CEO, Rajasthan.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the bid document.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

a)	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful	5.0%

(Handwritten signatures and initials)

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