

STATE ELECTION COMMISSION RAJASTHAN

Bid Document for [Single Stage Two Envelopes

(Two Parts)] Rate contract

**Through online e-Procurement portal For Repairing of Ballot Boxes Including
“Removing dents, repair of locking system and spot/gas welding where ever
required, along with oiling and greasing.”**

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Important Instruction

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://ppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provision of the Act and the Rules along with amendments before participating in the Bidding Process. If there is and 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 & condition 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
4. The bid is for Rate Contract for Repair of old damaged ballot boxes Small, Medium, Large (Removing dents, repair of locking system and spot/gas welding where ever required, along with oiling and greasing. Testing and Checking as per the satisfaction of officer-in-charge.)
5. Bid security declaration and performance security declaration are permitted only for those bidders who are permitted in RTPP Act 2012 and Rules 2013.



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State Election Commission, Rajasthan

NIB (Notice Inviting Bids)

F3(56)/Store/Np/SEC/2024 /875

Jaipur, Date: 20/03/2025

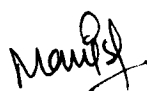
Sealed Single Stage Two-envelops unconditional online Bids are invited on e-Proc website/portal for Rate Contract For the repair of ballot boxes **up to 02:00 PM of 03.04.2025 (last date/time)**. Other Particulars of the bid may be visited on the procurement portal (Eproc.rajasthan.gov.in, spps.raj.nic.in) of the state. The approximate value of the procurement is Rs. 29/- lacs
UBN.....


Secretary
State Election Commission
Rajasthan, Jaipur

NIB (Notice Inviting Bids)**Sr no.****Date:**

1.	Reference of Invitation of Bids	S.No. /dated:
2.	Name & Address of officer as the Procuring Entity (PE) and for clarification purposes	State Election Commission, Rajasthan Secretariat, Jaipur- 302005
		Name: Nalini Kathotia
		Designation: Secretary
		Address: State Election Commission, 2nd Floor, Development Block, Secretariat, Jaipur (Rajasthan) - 302005
		Phone No. 0141-2227280, 2227037
		E-mail secraj@rajasthan.gov.in
3.	Placing Work Order/ Payment Authority	Secretary, State Election Commission, Rajasthan, Jaipur
4.	Subject Matter of Procurement	Rate Contract for repair of ballot boxes
5.	For Destination	District warehouse mentioned in the bid document
6.	Joint Venture/Consortium/Association of Bidders	Shall not be allowed
7.	Rate Contract Period	1 year from the date of signing of agreement (can be extended with mutual consent if required as per per RTPP Act 2012 and RTPP Rule 2013).
8.	Bid Procedure	Single stage two envelopes bidding (two parts) open competitive bid procedure given at http://eproc.rajasthan.gov.in
9.	Bid Evaluation Criteria	Least cost base selection As per RTPP Act 2012 and RTPP Rule 2013
10.	Website for downloading bidding document Corrigendum addendum etc.	http://sppp.rajasthan.gov.in secraj@rajasthan.gov.in http://eproc.rajasthan.gov.in
11.	Bid Document Fee	Rs 500/- (Rupees one Thousand only) in Demand Draft in favour of Secretary, State Election Commission, Rajasthan payable at "Jaipur"
12.	RISL. Processing Fees	Rs 500/- (Rupees Two Thousand only) in Demand Draft in favour of Managing Director. RISL Rajasthan "payable at " Jaipur"
13.	Estimated Procurement Cost	Rs 29 Lacs (Rupees twenty nine Lacs Only)
14.	Bid Security	2% of the estimated procurement cost bid



		value (0.5% of the above procurement of bid in case of small scale industries of Rajasthan, 1% of the value of bid in case of Sick industries of Rajasthan) (refer details given in this bid) Mode of Payment: Bid security deposit demand draft in favors of Secretary, State Election Commission, Rajasthan” Payable at Jaipur of Scheduled bank
15.	Period of Sale of Bidding Document (Start/End Date)	Start Date:20.03.2025 03:00 PM. End Date: 03.04.2025 01:00 PM.
16.	Date/Time/Place of Pre-Bid Meeting	Pre-Bid Meeting Date: 26.03.2025 12:00 PM. Pre-Bid Queries Submission till 26.03.2025 06.00 PM After which no query would be accepted & also PBQ should be sent to the prescribe E-Mail only and not to be uploaded on E-Proc website (Signed hardcopy & Softcopy both should be sent through E-Mail address secraj@rajasthan.gov.in). In case of repeat queries uploaded on E-Proc website, these queries will not be treated responsive and will not be entertained. Pre-Bid Meeting Place Chamber of Secretary, State Election Commission, Secretariat, Jaipur
17.	Submission of Banker's Cheque/DD for Tender Fee, Bid Security and RISL Processing Fee	Start Date: 20.03.2025 03.00 PM End Date: 03.04.2025 12.00 PM
18.	Date for the Submission of Bids	Manner: Online at e-proc website: http://eproc.rajasthan.gov.in from 28.03.2025 03.00 PM to date 03.04.2025 Time 02.00 PM.
19.	Date/Time/Place of Technical Bid Opening	Date: 03.04.2025 Time: 03.00 PM. Place: Chamber of Secretary, State Election Commission, Rajasthan Jaipur
	Date/Time/Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders only
21.	Bid Validity	90 days from the last date of bid submission
22.	Language of Bid	English/Hindi
23.	Alternate Bids	Not Permitted
24.	Bid Submitted	Original Bid: Unconditional and with no deviation

Note:-

1. Bidder (authorized 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 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.
2. In case any of the bidders fails to physically submit the Banker's cheque/ Demand Draft for Tender Fee and RISL Processing Fee. Bid Security on or before the Prescribed last date/ time in the BDS,

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its bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favors of "Secretary, State Election Commission" and the RISL Processing Fee in favors of "Managing Director" RajCOMP info Services Ltd." Payable at "Jaipur" from any Scheduled Commercial Bank.

3. 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.
4. Bidders are also advised to refer "Bidders Manual kit" available at e-Proc website for further details about the e-Tendering Process.
5. Training for the bidders on the usage of e-Tendering system (e-procurement) is also being arranged by DOIT & Con a regular basis. Bidders interested for training may contact as per details given below:-

Contact No: 0141-4022688 (helpdesk 10 AM to 6 PM on all working days),
24x7 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, Jaipur

6. The provision of RTPP Act, 2012 and Rules, 2023 thereto including amendment(s) shall be applicable for this procurement. Furthermore in case of any inconsistency in any of the Provision of this bidding document with the RTPP Act, 2012 and Rules thereto including amendment(s) the later shall prevailed.
7. The Bid Document Fee, Bid Security & RISL Processing Fee in the Form of Demand Draft or Banker's cheque shall be submitted personally or by post in sealed envelopes up to 03.04.2025 at 12:00 PM. The Secretary, State Election Commission, Rajasthan, Secretariat, Jaipur bearing "Bid for Short- listing Offset Printers for paper Printing of Various material.
8. RISL processing Fee Rs 500/- (Rupees on thousand only) in form of Demand Draft in favors of "Managing Director, RISL" payable at "Jaipur" and bid document fee, Bid Security fee in form of DD/Banker's cheque in favors of "Secretary, State Election Commission, Rajasthan Jaipur".
9. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
10. 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, safe crypt, N code 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 <https://eproc.rajasthan.gov.in> before 30-09-2011 must register again).


Secretary
State Election Commission,
2nd Floor, Dev. Block, Secretariat,
Rajasthan Jaipur

Introduction

The State Election Commission, Rajasthan, invites Sealed Single Stage Two-envelope unconditional online Bids for repair of ballot boxes. A detailed specification schedule is given below.

S. No.	Specification of ballot boxes	Qty (Quantity required is tentative and it may vary)
1	Small	5286
	Medium	1993
	Large	5334
	Total	12613 <i>ast</i>

Note-One rate should be quoted for all size ballot boxes.

[Signature] *Manish* *L*

Section II

Evaluation and Qualification criteria

A. Qualification Criteria

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

S.No.	Baise Requirement	Specific Requirements	Documents Required
1.	Legal Entity/Status	The bidder should be a proprietorship firm duly registered either under the Rajasthan shops & other Act of state/Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under companies Act,1956/2013 OR A partnership firm registered under India partnership Act,1932.	-copy of certificates of Registration OR incorporation
2.	Financial; Turnover	Rupees 7.5 Lacs Average Annual Turnover of the bidder during last three financial years up to year 2023-24	Copy of Turnover Certificate issued by CA's with Registration Number and UDIN No. with Seal
3.	Financial Net worth	The Net Worth of the bidder as on 31/03/2024 should be positive.	Certificate issued by CA with CA's Registration and UDIN no. with Seal should be enclosed.
4.	Tax Registration	The Bidder should have (i) Registration number of GST-In where his business id located. (ii) Income Tax/Pan number.	Copies of relevant certificates of registration should be enclosed.
5.	Authorization	Authority Letter of authorized signatory that the Authorized signatory can sign the bid contract on behalf of the firm.	One letter Head of Firm/Company
6.	Debarrement/black list	The bidder must not have been debarred or blacklisted by any procuring entity	An affidavit duly attested by notary/magistrate
7.	P.F and E.S.I Registration	Provide copy of Registration Certificate if applicable if not than provide Declaration	Certificate/Declaration

- (B) Payment will be made as per Terms and Conditions mentioned in the payment clause of the Tender Document.

Technical Bid document (Online only)

(List of required Formats / documents to be submitted online duly signed by Authorized Signatory)

- 1) Upload the scanned copy of DD/Pay Order towards Cost of tender document, processing fee of RISL and EMD / Exemption certificate (in. pdf).
- 2) All Non-financial information in the Formats as per tender (in. pdf).

NOTE:- The financial bid (Price bid) is to be submitted as per format attached. This format is to be downloaded from <http://eproc.rajasthan.gov.in>. filled & uploaded back to <http://eproc.rajasthan.gov.in>. Bid may be rejected if look alike format (.xls) is created / filled and uploaded on <http://eproc.rajasthan.gov.in>.

Note:- No physical submission of documents, except original Tender fee / EMD / Security Deposit deposited through offline mode, will be allowed.

- (D) There shall be no provision of arbitration.
- (E) Validity period of bid will be 90 days from the last date of submission of technical bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any further reason thereof.
- (F) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Commission. The authority reserves the right to accept or reject any offer without assigning any reason, whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
- (G) **Refund of EMD:** The Earnest Money of all the unsuccessful tenderers, deposited in favour of the Commission, will be refunded by Commission as per rtpa Rules 2013.
- (H) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in "Instructions to Bidders" stated in Section - 'A' before tendering the bids.
- (I) **Conditional / Incomplete tender will not be accepted under any circumstances.**
- (J) **The intending tenderers are required to quote the rate online in INR.**
- (K) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper are incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice and EMD shall be forfeited.
- (L) The State Election Commission, Rajasthan reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- (M) If there be any objection regarding tender process bidders may appeal as per rtpa Act and Rules
- (N) The tender inviting and Accepting Authority through a "Tender Evaluation Committee" will determine the eligibility of each bidder. The bidders shall have to meet the minimum criteria regarding:
- 1) Technical Capability
 - 2) Credential
 - 3) The eligibility of a bidder shall be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in Bid document and **the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized.** If any document submitted by a bidder is false the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice.
- (O) Before issuance of the repair order, the tender, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is false in that case work order will not be issued in favour of the said tenderer under any circumstances and penal action including forfeiture of EMD amount shall be undertaken.

- (P) If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede the former one.
- (Q) Escalation of Price on any ground and consequent cost overrun shall not be entertained under any circumstances. Firm rates should be quoted accordingly.
- (R) No concession will be allowed, other than registered MSME Units of Rajasthan and Situated in Rajasthan as per Government instructions.

NB: Any changes / corrigendum / revised tender related to this Tender Document will be published on website <https://seeraj@rajasthan.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.



Secretary

State Election Commission,
2nd Floor, Dev. Block, Secretariat,
Jaipur Rajasthan-302005



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Section - A

INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering:

Instructions / Guidelines electronic submission of the tenders have been annexed for assisting the bidders to participate in e-Tendering.

i. Registration of Bidders:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <http://eproc.rajasthan.gov.in>. A link of the same will be available at the website of the Commission (secraj@rajasthan.gov.in)

ii. Digital Signature certificate (DSC)

Each bidder is required to obtain requisite Digital Signature certificate (DSC) for submission of tenders.

iii. The bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on the website mentioned in Clause A.(i). Using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Participation in more than one work:

A prospective bidder shall be allowed to participate in the bid either in the capacity of an individual or as a partner of a firm or as company. If found to have applied severally in a single bid all his applications will be rejected for that.

v. Submission of Tenders;

Tenders are to be submitted through online to the website stated in Clause A.i. in two folders. one is Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature certificate (DSC). The documents are to be uploaded via scanned copy duly Digitally Signed. The documents will get encrypted (transformed in to non-readable formats).

vi. Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

B. Statutory Cover Containing the following documents:

- i. Pre-qualification Application
- ii. Receipt copy of Tender Fee as prescribed in the N.I.T.
- iii. Receipt copy of Earnest Money (EMD) deposited as prescribed in the N.I.T.
- iv. Special terms & conditions and specification of works.
- v. NIT (each page of the NIT and other enclosure submitted with NIT must be signed by the bidders)

C. Non-statutory Cover Containing the following documents:

- i. PAN Card, IT return for the last three year and GST Registration Certificate and Turnover certificate issued by CA
- ii. List of Technical staffs along with structure & organization

a) **Tender Evaluation Committee (TEC)**

- 1) Evaluation Committee constituted as per order of the State Election Commission, RAJASTHAN will function as Evaluation Committee for selection of technically qualified bidders.
- 2) **Opening & Evaluation of tender:**
If any bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- 3) **Opening & of Technical proposal:**
Technical proposal will be opened by the Secretary, by the Secretary, Rajasthan State Election Commission, and his authorized representative electronically from the website using their Digital Signature Certificate (DSC).
- 4) Intending renderers may remain present if they so desire.
- 5) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non- Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
- 6) Decrypted (transformed into readable formats) documents. of the non -statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
- 7) Summary list of technically qualified renderers will be uploaded online.
- 8) Pursuant to scrutiny & decision of the Tender Evaluation Committee. The summary list of eligible renderers will be prepared and will be uploaded on the web portals.
- 9) During the Evaluation Committee may summon the renderers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

b) **Financial proposal**

1. The financial proposal should contain the following documents in one cover (folder) i.e bill of Quantities (BOQ). The bidder is quote the rate online through computer in the space marked for quoting rate in the BOQ.
2. Only downloaded copies of the above documents are to be uploaded via scanned & digitally signed by the bidder. Financial capacity of a bidder will be judged on the basis of information furnished in section-B
3. **penalty for suppression / distortion of facts:** If any tendered fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenders and action may be referred to the appropriate authority for prosecution as per relevant IT Act, apart from forfeiture of EMD amount.
4. **rejection of Bid**
Rajasthan State Election Commission reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Commission's action.
5. **Award of Contract:**
The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.
The notification of award will constitute the formation of the Contract.
6. The rate quoted by the tender should include all related costs like any logistics support. The rate shall be inclusive of all types of taxes including GST as applicable. The rate should be quoted as the unit cost for repair of the specified quantity of boxes of the specification provided; one rate should be quoted for all sizes of ballot boxes. The quantity may increase and decrease.
7. Rates should be quoted for per ballot box.

c) Performance security:

- a. The successful short-listed bidder, have to execute agreement and furnish performance security.
- b. Prior to execution of agreement, performance security shall be solicited from the successful short – listed bidder 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 undertaking 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 5% of the order value for general firms and relaxation will be given to the MSME firms which are situated in Rajasthan as per Govt of Rajasthan rules.
- d. Performance security shall be furnished in any one of the followings forms:-
 - i) Bank draft or Banker's Cheque of a scheduled bank;
 - ii) National savings certificates and any other script/ instrument under National saving schemes for promotion of small saving 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 if bid and formally transferred in the name of procuring entity with the approval of head Post Master;
 - iii) 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 maintenances and defect liability period.
- f. Failure of the successful short-listed bidder 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:-
 - i) When the Bidder short-listed does not execute the agreement in accordance with the Bid within the specified time period; after issue of latter of acceptance/placement of supply order; or
 - ii) When the Bidder short-listed fails to commence the supply of the Goods or related Service as per supply order within the time specified; or
 - iii) When Bidder short-listed fails to commence or make complete supply of the goods or Related Service satisfactorily within the time specified; or
 - iv) When any terms and conditions of the contract is breached; or
 - v) Failure by the Bidder short-listed to pay the procuring entity any established dues under any other contract; or
 - vi) If the Bidder short-listed breached 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 bidder 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.

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SECTION - C

Special Terms and Condition

1) General:

Unless otherwise stipulated, all the repair of Ballot Boxes is to be done as per general conditions and specifications as mentioned in previous columns of main NIT.

2) Terms & Conditions in extended period:

If an extension of the time for completion of the work is granted by the Commission for cogent reasons for which bidder has no control. it will be taken for granted by the working bidder that the validity of the agreement is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated up to the extended period.

3) Location for repair work:-

The Selected firm will repair the ballot boxes at the Warehouse of District Authorities of Rajasthan at following locations:-

Sr. No.	Name of District	No. of repairable ballot boxes		
		Large	Medium	Small
1	Ajmer	189	82	118
2	Banswara	50	0	625
3	Barmer	870	589	127
4	Bhartpur	245	0	10
5	Bhilwara	10	1199	0
6	Chittorgarh	135	0	145
7	Churu	200	0	180
8	Dholpur	186	0	72
	Dungarpur	30	0	40
9	Jaipur	1000	23	1409
10	Jaisalmer	41	0	35
11	Jhunjhunu	140	0	1275
12	Kota	250	0	150
13	Nagour	500	100	450
14	Partapgarh	197	0	46
15	Rajasmand	223	0	54
16	Sawai Madhopur	166	0	104
17	Sikar	500	0	0
18	Udaipur	354	0	494
Total		5286	1993	5334
Grand Total		12613 <i>as</i>		

The bidder must consider this aspect while quoting rate.

4) Bidder' Office:

The bidder shall have a close liaison with OIC Store of the Commission so that any urgency may be handled properly and promptly.

5) Incidental and other charges:

The cost of hire charges, all materials, labour for loading-unloading and storing in warehouse, and other charges like Income Tax, GST etc. will be deemed to have been covered by the rates quoted by the bidder. All other charges for the execution of the specified work, including supply of materials and related

carriage, complete or finished in all respect up to the entire satisfaction of the Commission for the work shall be borne by the bidder.

6) Subletting/Assigning of Agreement:

The bidder shall not assign the agreement or sublet any portion of the work.

7) Power of Attorney:

The provision of the power of attorney, if any, must be subject to the approval of the Commission. Otherwise the Commission shall not be bound take cognizance of such power of attorney.

8) Amenities for bidders:

All materials, tools and plants and all labour (skilled and unskilled) including their housing, procurement of food for staff & crews, medical aids, etc. are to be arranged by the bidder at his own cost. The cost of transport of labour, materials and all other incidental items as required for work shall also have to be borne by the Bidder without any extra claim from the Commission.

9) Bidder's risk for the loss or damage:

All risk on account of carriage including loss or damage of, if any, will have to be borne by the bidder without any extra claim towards the Commission.

10) Idle labour & additional cost:

Whatever may be the reason for claim on idle labour, enhancement of labour rate, additional establishment cost, cost of Toll and hire and labour charges of tools etc. would not be entertained under any circumstances.

11) Charges and fees payable by bidder:

a) The bidder shall receive all notices and pay all fees required to be given or payable to by any statute or any regulation or by-law local or other statutory authority which may be applicable to the works and shall keep the Commission agree against all penalties and liabilities of every kind for breach of such statute regulation or law.

b) The Bidder shall indemnify the Commission from and against all claims, demands, suits and proceedings for or on account of respect of any plant, thing or process used for or in connection with works or temporary works or any of them.

12) Testing of qualities of materials & workmanship:

The quality of work executed will be verified by the Committee constituted by the state Election Commission, Rajasthan. and the Committee may visit any location during repair of Ballot Boxes to check the quality of material and workmanship for repair of Ballot Boxes.

13) Realization of Departmental claims:

Any sum of money due and payable to the bidder (including security deposit returnable to him) under this agreement may be appropriated by the Commission and set off against any claim of the Commission for the payment of sum of money arising out of this contract to under any other contract made by the bidder with the Commission>

14) Compliance of different Acts:

The bidder shall comply with the provision to the Apprentices Act, 1961, Minimum Wages Act 1848, Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Commission of the work may at his discretion, take necessary measure over the contract.

The Bidder shall also make himself liable for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Bidder must obtain necessary certificated and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

The bidder shall be bound to furnish the commission all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the bidder will be liable for breach of contract and the Commission may at his discretion take necessary measures over the contract.

15) Commencement of repair:

The repair must be taken up within the date as stipulated in the repair order and complete in all respect within the period specified.

16) Timely completion of repair:

Time for completion of repair as specified in the tender shall be deemed to be the essence of the contract. Repair of Ballot Boxes must be completed within 45 days from the date issuance of repair order or time mentioned in the work order.

17) Fore Closure:

In case of fore closure or abandonment of the works by the Department the bidder will be eligible to be paid for the finished work and reimbursement of expanses actually incurred thereof by him but not for any losses.

18) Delay in repair:

The bidder shall not be entitled for any delay in repair of the ballot boxes as it is an election related urgent item.

19) Governing Language:

The contract shall be written in English Language and any interpretation of the contract will also be made in English Language, unless otherwise.

20) Payment Clause:

Payment will be made after receiving the Certificate of Satisfactory Performance by designated authority. Bill and Challahs are to be prepared in favour of the Secretary. Rajasthan State Election Commission, in duplicate, duly marked Original and duplicate to be submitted to the in-charge of the Stores of the Rajasthan State Election Commission.

21) Repair Clause:

The repair must be completed within the stipulated date and time and at the place(s) as specified in the tender order.

22) Dispute. All legal proceeding, if necessary, arise to institute may by any of the parties (Government or Contractor) shall have be lodged in courts situated in Jaipur and not elsewhere. will be subject to Jaipur jurisdiction only.

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 Secretary State Election Commission of Rajasthan" & whose decision shall be final and abided by all stakeholders.

23) L.D. CLAUSE

The timelines for the prescribed Scope of Work Will be effected from the date of work order and completed by supplier within the period of 45 days or as mentioned in work order.

In case of extension in the 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 installation & completion of work	5.0%
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%

FORM No. 1
[See rule 83]

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

Appeal Noof

Before the

(First/Second Appellate Authority)

First appellate Authority: Princ. Secretary/Secretary Panchayatiraj Department, Rajasthan
GoR second Appellate Authority: 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 VI-(A)

Technical Sheet Submission Sheet

Date:-

Secretary
State Election Commission
Secretariat, Jaipur (Raj.) 302005

We, undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document.
- (b) We declare that we fulfill eligibility criteria as per technical evaluation and qualification criteria in conformity with the Bidding Document and offer to supply of service in accordance with the specifications, the delivery schedule and other requirements as specified in bidding document for printing various paper printing items/ material.
- (c) Our Bid shall be valid for a period as mentioned in the BDS form 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;
- (d) If our Bids is accepted, we commit to obtained a performance security in the amount of percent of the Contract price or shall submit the performance the contract;
- (e) We are not participating, as Bidder in more than one Bid for supply of the service in this bidding process in the Bidding Document;
- (f) Our firm for any part of contract have not been debarred by the state Government or the procuring Entity or a regulatory authority under any applicable law;
- (g) 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;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may received;
- (i) We agree to permit the Procuring Entity or their representative to inspect our accounts and record and other Documents relating to the bid submission and to have them audited by auditors appointed by them;
- (j) 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 Binding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

Name:

In the capacity of:

Signed:

Date:

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

Complete Address:

Tel: _____ Fax: _____ E-mail: _____

Form TECH-2

BIDDER'S STRUCTURE AND ORGANIZATION

1. Bidder's Details

Fill in the required details in following Table:-

Name of Firm / Applicant					
Name of Contact Person with Designation					
Registered Office Address					
Type of Firm Put Tick (") mark	Public Limited	Private Limited	Partnership	Proprietary	Others
Telephone Number (s)					
E-mail Address					
Mobile No.					
Name and address of banker's					
Goods and Service Tax Registration No.					
PAN Number					

Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data.

**Signature of applicant including title
and capacity in which application is made**

BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}
(To be given on the letter head of the Bidder)

To,

Secretary,
State Election Commission,
Secretariat, Jaipur (Raj.) 302005

Ref:

NIB No.

Date:

WHEREAS

We, do
hereby authorize (Name) (Contact Numbers) Mobile
..... Fax Email
..... to submit 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 for repairing of ballot boxes including " **Removing dents, repair of
locking system and spot/gas welding where ever required, along with oiling and greasing.**" We hereby
extend our full guarantee/ warranty in accordance with Clauses given in bid document/ conditions of
contract, with respect to the services offered by the above firm in reply to this Invitation for Bids.

Thanking you,

Name of the Bidder:

Verified Signature:

Authorized Signatory:

Name:

Seal of the Organization

Position:

(Includes complete address)

Date:

Place:

SELF-DECLARATION (Declaration by Bidder regarding Qualification) (to be filled by the bidder on rs 100 stamp paper)

To,

Secretary,
State Election Commission,
Secretariat, Jaipur (Raj.) 302005

Declaration by Successful Bidder

In relation to my/our bid submitted for repairing of ballot boxes including " **Removing dents, repair of locking system and spot/gas welding where ever required, along with oiling and greasing.**" conforming to specification in Bid 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 Documents 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 activates 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 qualification 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 RTTP 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 qualification 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;
- 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 work/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..

Thanking you,

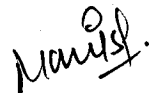
Name of the Bidder:

Authorized Signatory:

Seal of the Bidding Organization

Date:

Place:

Section-VI-(B)
(Part-B: Financial Bid)

BIDDING FROM NO.-2

Financial Bid Submission Sheet

To,

Secretary,
State Election Commission,
Secretariat, Jaipur (Raj.) 302005

Date:

NIB No.:

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 Services:
.....
- (c) 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.
- (d) We give our in principle consent to be shout-listed subject to mutually agree.
- (e) We understand that you are not bound to accept the lowest evaluated bid any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

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

Complete Address _____

Tel.: _____ Fax: _____ E-mail: _____



Manish



FINANCIAL BID COVER LETTER FORMAT {to be submitted by the bidder on his Letter head}

To,

Secretary,
State Election Commission,
Secretariat, Jaipur (Raj.) 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. taxed/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. I/We will not sublet the contract if awarded to us.
9. 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.

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:





Financial Bid Format (BOQ-)

To be filled online only

S. No.	Description of Work	Rate per Unit (inclusive of all govt. taxes, other levies, duties and charges except GST)	GST on Unit Rate (in %) if applicable	Unit Rate (In INR) (inclusive of all govt. taxes, other levies, duties and GST)
	Repairing of ballot boxes including " Removing dents, repair of locking system and spot/gas welding where ever required, along with oiling and greasing.			

Note:- Qty (Quantity required is tentative and it may vary)

One rate should be quoted for all size boxes

Seal and Sign of Bidder



Naresh



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 of rs 500/- of Rajasthan govt stamp the cost of stamp will be borne by the bidder)

Agreement

An agreement made this day of between

..... [hereinafter called which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ [name of the Procuring Entity if other than a department of the State (hereinafter called "the Procuring Entity") shall be performing all jobs/grievance redressed/activities etc, for this Bid duringse contract period], 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 Services, viz., and has accepted a Bid by the Supplier for the supply of those Services for the sum of (amount in figures and words) herein after "the Contact 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. The 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.
3. Period of contract will be to (the contract will be renewed after one year and can be extended further as mentioned in the Bid).
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 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%
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