

**Government of Rajasthan**  
**Election Department**  
**NIB (Notice Inviting Bids)**

S.No.F9(1)(7)IT/Elec./PPPVC/EPIC/23-24/ 301

Jaipur, Date: 10-1-24

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 "Production and Supply of Hologram for PVC Electors Photo Identity Cards (EPIC)" for rate contract for two years the item as listed below up to 12.30 PM of 31-01-2024 (last date/time).

S. No.	Name of Article	Specifications	Quantity and Unit	Estimated Procurement Cost (Rs.)	Price of Bidding Document (Rs.)	Amount of Bid Security (Rs.)	Validity of Bid
1.	"Production and supply of Holograms for PVC Elector's Photo Identity Cards(EPIC)"	As mentioned in the bid/EI guidelines	80 Lakh (Approx.)	32 Lakh	1000/-	2% of estimated procurement cost Rs. 64,000/-	90 days

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://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.

**Note:-**

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 above mentioned 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.
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](http://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

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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 & Bid Security in the form of Demand Draft or Banker's cheque shall be submitted personally or deposited through e-GRAS or by post in sealed envelopes **up to 31-01-2024 to the OSD, Election Department, Rajasthan, Government Secretariat, Jaipur** bearing "**Bid for Short-listing for Hologram producer and supplier**".
7. 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, Bid Security fee in form of DD/Banker's cheque in favour of "CEO, Rajasthan" payable at "Jaipur".
8. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
9. Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding Document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
10. The Technical Bids shall be opened on 31-01-2024 **at 04:00 PM in the** office of OSD, Election Department, Jaipur.
11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all bids without assigning any reason thereof.
12. The Bidders shall have to submit/upload a valid 'GST' registration and the 'PAN' issued by Income Tax Department.
13. 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).



**OSD**

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

**2023**

**ELECTION DEPARTMENT,  
RAJASTHAN, JAIPUR**

**Bid Document for Rate Contract**

**[Single Stage Two Envelope (Two Parts)]**

**Through e-Procurement Method "Production and  
Supply of Hologram for PVC Electors Photo Identity  
Cards (EPIC)" 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.

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**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Rules, 2013)
<b>ARO</b>	Assistant Returning Officer
<b>Authorized Signatory</b>	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.
<b>AV</b>	Audio-Video
<b>BG</b>	Bank Guarantee
<b>BDS</b>	Bid Data Sheet
<b>Bid/ eBid/Tender/RFP</b>	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
<b>Bid Evaluation Committee (BEC)</b>	Alias Departmental Purchase Committee (DPC) duly constituted by the Department for opening received bids and evaluate the bids till agreement is executed.
<b>Bid Security/EMD</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder/Tenderer/TSP</b>	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
<b>Bidding Document</b>	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
<b>BoM</b>	Bill of Material
<b>Cards</b>	PVC Cards
<b>CEO</b>	Chief Election Officer
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	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.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful short-listed.
<b>Contract/ Project Period</b>	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.
<b>Day</b>	A calendar day as per GoR/ GoI
<b>DEO</b>	District Election Officer (Collector of District)
<b>DPC</b>	Alias Bid Evaluation Committee (BEC) duly constituted by the Department for opening received bids and evaluate the bids till agreement is executed and placing award of contract.
<b>ED</b>	Election Department, Secretariat, Rajasthan, Jaipur headed by the Chief Electoral Officer
<b>ETDC</b>	Electronic Testing & Development Centre
<b>eProc/e-Proc Website</b>	State e-Procurement Website/Portal i.e. <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>EPIC</b>	Elector's Photo Identity Card
<b>ERO</b>	Electoral Registration Officer
<b>FOR/ FOB</b>	Free on Road or Freight on Road
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	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
<b>ICT</b>	Information and Communication Technology.
<b>IFB/NIT/NIB</b>	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)

<b>INR</b>	Indian Rupee
<b>In Writing</b>	Communicated in writing form through letter, fax, email etc.
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>JV/Consortium/Association</b>	Joint Venture or Consortium or Association of Bidders participating in the bid
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>Lowest Bidder/Bidders</b>	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.
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate

<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>Personalization</b>	Printing of Electors' details such as Photo, Name, Relation, Relative Name, DoB, Gender, Address, AC, Part Number etc. with ERO Signature on PPPVC EPIC as per ECI guidelines/SoW and E-Roll Data
<b>PBQ</b>	Pre Bid Query(ies)
<b>PVC</b>	Poly Vinyl Chloride (PVC)
<b>PPPVC EPIC</b>	Pre-Printed PVC EPIC card is Pre-Personalized or Non-Personalized PPPVC EPIC card
<b>PBG/Security Money</b>	Performance Bank Guarantee
<b>PC</b>	Procurement / Purchase Committee
<b>PQ/EC</b>	Pre-Qualification bid criteria/Eligibility criteria
<b>Procurement Process</b>	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
<b>Procurement / Public Procurement</b>	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
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	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.
<b>RISL</b>	RajCOMP Info Services Limited, Yojana Bhavan, Tilak Marg, Jaipur.
<b>RISL processing fee</b>	As per the prevalent rates notified by RISL. Bidders are advised to go through the circular issued.
<b>RFP</b>	Request For Proposals
<b>RO</b>	Returning Officer
<b>RTPP Rules</b>	Rajasthan Transparency in Public Procurement Rules-2013 correlated with Act-2012
<b>GST</b>	Goods and services Tax
<b>Services</b>	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
<b>Singular/Plural</b>	If the context so requires singular means plural and vice versa.
<b>Signed Document</b>	Signed Document using electronic Digital Signature Certificate (DSC)
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SP</b>	Service Provider
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>Successful Bidders</b>	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.
<b>GSTIN</b>	Goods and services Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>Vendors/Vendors</b>	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.
<b>Website of CEO, Rajasthan</b>	<a href="http://ceorajasthan.nic.in">http://ceorajasthan.nic.in</a>
<b>WO/ PO</b>	Work Order/ Purchase Order

**Government of Rajasthan**  
**Election Department**  
**NIB (Notice Inviting Bids)**

S.No.F9(1)(7)IT/Elec./PPPVC/EPIC/23-24/

Jaipur, Date:

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 "Production and Supply of Hologram for PVC Electors Photo Identity Cards (EPIC)" for rate contract for two years the item as listed below up to 12.30 PM of 31-01-2024 (last date/time).

S. No.	Name of Article	Specifications	Quantity and Unit	Estimated Procurement Cost (Rs.)	Price of Bidding Document (Rs.)	Amount of Bid Security (Rs.)	Validity of Bid
1.	"Production and supply of Holograms for PVC Elector's Photo Identity Cards(EPIC)"	As mentioned in the bid/ECI guidelines	80 Lakh (Approx.)	32 Lakh	1000/-	2% of estimated procurement cost Rs. 64,000/-	90 days

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://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.

**Note:-**

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 above mentioned 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.
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](http://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 & Bid Security in the form of Demand Draft or Banker's cheque shall be submitted personally or deposited through e-GRAS or by post in sealed envelopes **up to 31-01-2024 to the OSD, Election Department, Rajasthan, Government Secretariat, Jaipur** bearing **"Bid for Short-listing for Hologram producer and supplier"**.
  7. RISE Processing Fee: Rs. 1000/- (Rupees one thousand only) in form of Demand Draft in favour of "Managing Director, RISE" payable at "Jaipur" and bid document fee, Bid Security fee in form of DD/Banker's cheque in favour of **"CEO, Rajasthan" payable at "Jaipur"**.
  8. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
  9. Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding Document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
  10. The Technical Bids shall be opened on 31-01-2024 **at 04:00 PM in the** office of OSD, Election Department, Jaipur.
  11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all bids without assigning any reason thereof.
  12. The Bidders shall have to submit/upload a valid 'GST' registration and the 'PAN' issued by Income Tax Department.
  13. 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).

**OSD**

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



12.	RISL Processing Fees	Rs. 1000/- (Rupees One Thousand only) in Demand Draft in favour of “Managing Director, RISL, Rajasthan” payable at “Jaipur”
13.	Estimated Procurement Cost	Rs. 32 Lakh (Rupees Thirty Two Lakh 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 in favour of “Chief Electoral Officer, Rajasthan” payable at “Jaipur” of Scheduled Bank
15.	<b>Period of Sale of Bidding Document (Start/End Date)</b>	<b>Start Date: 10-01-2024 05.00 PM</b> <b>End Date: 31-01-2024 12.30 PM</b>
16.	<b>Date/Time/Place of Pre-Bid Meeting</b>	<b>Pre-Bid Meeting Date: 19-01-2024 at 04.00 PM</b> <b>Pre-Bid Queries Submission: 19-01-2024</b> (Office time) after which no query would be accepted & also PBQ’s should be sent to the prescribed E-Mail only and not to be uploaded on E-Proc website (signed hardcopy & softcopy both should be sent through E-Mail address ceojpr-rj@nic.in). In case of repeat queries uploaded on Eproc website, these queries will not be treated responsive and will not be entertained. Pre-Bid Meeting Place: Chamber of OSD, Food Building, Secretariat, Jaipur
17.	<b>Submission of Banker’s Cheque/DD for Tender Fee, Bid Security and RISL Processing Fee or through e-GRAS</b>	<b>Start Date: 11-01-2024</b> <b>End Date: 31-01-2024 (upto 02.00 PM)</b>

18.	<b>Date for the Submission of Bids</b>	<b>Manner: Online at e-Proc website: <a href="http://eProc.rajasthan.gov.in">http://eProc.rajasthan.gov.in</a> up to 31-01-2024 till 12.30 PM</b>
19.	<b>Date/Time/Place of Technical Bid Opening</b>	<b>Date: 31-01-2024 Time: 04.00 PM Place: OSD, Food Building, Secretariat, Jaipur</b>
20.	Date/Time/Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders only
21.	Bid Validity	90 days from the bid submission 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

### **Important directions for Online Bid**

- 1) Bidder (authorized 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 and RISL Processing Fee should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time
- 2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving reasons thereof.
- 3) 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.
- 4) 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.
- 5) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft or deposit through e-GRAS Tender Fee and RISL Processing Fee, Bid Security 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.
- 6) 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) 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.
- 11) 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.
- 12) It will be Rate contract for two years as per section 36 of RTPP act 2012 and as per Rule no.29 of RTPP Rule 2013.

### 13) Online submission of Bid security, bid document Fee and RISL processing fee

Bidder are requested to deposit sum amount required bid security, bid document fees and RISL bid processing fees in consolidation on E-GRAS, online government of Rajasthan revenue receipt system at web Portal <http://egras.raj.nic.in/> following this procedure :-

Election Department, Jaipur			
Particulars of Items	Budget Head	Amount in Rs.	Remarks
Bid Document Fees	0075-00-800-52-01	1000/-	
Bid Security	8443-00-103-00-00	2% of the estimated procurement cost/bid value	
RISL Processing Fees	8658-00-102-16-01	1000/-	

- Bidders are required to register as registered user on E-Gras web portal.
- Bidders are required to deposit the above mentioned sums in rupees against bid security bid security, Bid document fees and RISL fees in respective budget heads at E-Gras web portal through online payment gateway system.
- After successful payment of all above fees in a single challan, Bidder will generate CIN no. receipt. Bidders are required to upload scanned copy of CIN no. receipt along with their technical bid proposal at procurement portal Error! Hyperlink reference not valid . Absence of CIN no. receipt bid proposal may be rejected.
- For more information regarding above procedure of E-Gras the bidders are suggested to go through circular no:-

- (i) F.6(5)FD/GD&AR/2018 Dated 27.04.2020 of finance department of Rajasthan government.
- (ii) F.6(5)FD/GD&AR/2018 Dated 09.07.2020 of finance department of Rajasthan government.

- In case of failure of E-Challan generation or deposit through E Grass in proper manner, The bid document fees, bid security fees and RISL processing fees can be deposited by Demand draft/Banker Cheque to be submitted to Chief Electoral Officer, Rajasthan.

For help please see <https://egras.raj.nic.in/userManual/eGRAS.pdf>

- **How to deposit bid fee on E-Gras:-**

- Please visit on <https://e-gras.raj.nic.in/>
  - To participate in e-Gras one has to click on new user creation and required to fill up their credentials. Once the login ID is generated then one is authorized to use e-Gras for all types of challan submission.
  - After login on <https://egras.raj.nic.in>
  - Service challan - Choose department (204 Election department) select service (tender fee, E Proc).
  - Cont.
  - Then select district Jaipur Office name 22294: Dy secy to Govt & Joint CEO, Jaipur Location Jaipur (SECTT.) and fill the amount according above mentioned budget head.
- The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short listed successful bid and signing of Agreement and submitting performance security.
  - The bid Security taken from a bidder shall be forfeited in the following cases, namely:-
    - a. When the bidder withdraws or modifies its bid after opening of bids.
    - b. When the bidder does not execute the agreement, if any, after placement of work order within the specified period.
    - c. When the bidder fails to commence the service or execute work as per work order within the time specified.
    - d. When the bidder does not deposit the performance security within specified period after the work order is placed. And
    - e. If the bidder breaches any provision of code of integrity, prescribed for bidders,

specified in the bidding document/in the act, chapter VI of the RTPP rules.

f. If the bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document [ Correction of Arithmetical Errors.

- Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- No interest shall be payable on the bid security.
- In case of the successful short listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short listed bidders furnished the full amount of Performance security.
- The procuring entity shall return the bid security after the earliest of the following events, namely:-
  - a. The expiry of validity of bid security.
  - b. The execution of agreement for procurement and performance security is furnished by the successful short listed bidders.
  - c. The cancellation of the procurement process.

# Section-I

## 1. Introduction

Election Commission of India is an autonomous constitutional authority responsible for administering election processes in India. The body administers elections of Lok sabha and Rajya sabha, State Legislative Assemblies in India and the offices of the President and Vice President of India. The commission operates in the authority of the constitution as per the article of article 324 and subsequently enacted representation of People act.

In an effort to prevent electoral fraud in 1993 EPICs or Electoral Photo Identity Card were issued. With passage of time and in view of major advances in technology in past year, Election Commission of India, after series of discussions and brain storming sessions has decided that **quality of cards, security features and other specifications** can further be improved.

ECI has directed that PVC card manufacturer and security printer with in house capacity of Printing on PVC sheet with security features an personalization are to be selected for printing EPIC cards with new security features. As hologram is one of the important feature of new EPIC card specifications, separate agencies/service providers for production and supply of holograms are to be short listed by CEOs.

The work of printing and delivery of EPIC cards has been executed at the level of CEO Office in each state. As Election Commission of India plans to provide EPIC card with new security features and hologram, EPIC cards will be printed in respective states. A Bid of printing of EPIC cards will be invited and executed by CEO/DEO office in state.

This "BID Document" document is therefore intended to invite bids from reputed and reliable companies for undertaking the work of manufacturing and supply of Holograms which will be used for hot stamping on EPIC cards.

The Holograms shall be supplied with prescribed features and details. However, the specification(s) of Holograms may change as and when directed by the Election Commission of India (ECI) and the vendor will have to follow the revised specification(s) without any extra cost.

## 2. Specifications of Hologram

To manufacture & supply **Security Holographic Hot stamping Foil** (Gold/Silver Foil) for EPIC PVC Cards as per the holographic features prescribed by Election Commission of India (ECI). The bidder shall NOT outsource hologram master work (or any other intermediate process) to any other organization, and must have complete in-house infrastructure to manufacture EPIC hologram as per the specifications as mentioned below.

S. No.	Area	Requirement
1.	Holographic Features	<p>Indicative list of high security anti-counterfeiting holographic features are:</p> <p>Overt:</p> <ul style="list-style-type: none"> <li>• Motion Effects</li> <li>• Multi channel Effects</li> <li>• True Color Effects</li> <li>• Gradient Effects</li> </ul> <p>Covert:</p> <ul style="list-style-type: none"> <li>• Micro Security Features</li> <li>• CLR based Effects</li> </ul> <p>Forensic:</p> <ul style="list-style-type: none"> <li>• Nano Security Features</li> </ul> <p>Note: Selected bidder will be required to provide 5 sample designs in consultation with ECI based on aforesaid (or other better) features for finalization by ECI.</p>
2.	Hologram Size	<p>Hologram size (before stamping) : 20mm x 15mm</p> <p>Job size or die size (after stamping) : 16mm x 12mm</p>
3.	Hologram Type	The security hologram must be suitable for hot stamping on EPIC card.
4.	Film Type	Vacuum metalized, 19 to 23 micron polyester film of Silver and Gold shade to be used.
5.	Adhesive	Thermo Plastic polymer based adhesive to be used.
6.	Hologram color	Gold/Silver Foil to be used
7.	Numbering	Each hologram has to be serially numbered to ensure proper accountability of the holographic hot stamping foil (numbering must not vanish by rubbing fingers upon it). Numbering may be on the holographic hot stamping foil over the holographic design or on the foil. However, upon hot stamping it must not get transferred on to the card.

- Selected bidder will be required to make delivery for the holograms to CEO Office, Rajasthan, Jaipur store without any extra cost.
- Bidder should maintain delivery proofs duly signed by Bidder as well as receiving agency indicating Date/Time/Quantity etc.
- The diagrammatic representation of the ECI hologram for dimensions pre hot stamping and post hot stamping are as under:

### Sample of Hologram



To ensure that the hot stamped hologram is durable each order delivery should be accompanied by a “quality test report from a Govt. Lab” based on the following tests :

#### **Chemical Checks:**

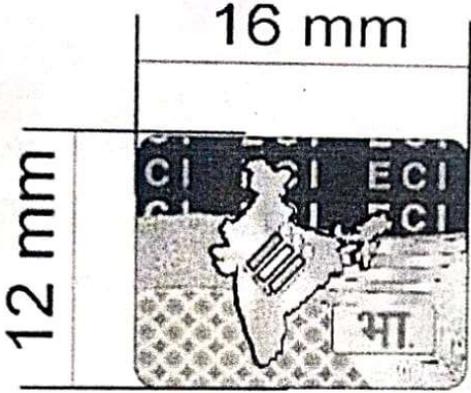
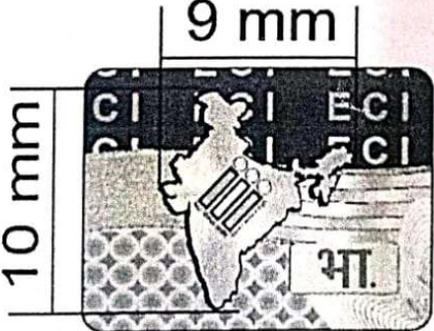
S.No.	Agent	Total Time	Concentration
1	Petrol	5 minutes	Pure
2	Diesel	5 minutes	Pure
3	Hot water (65° C)	30 minutes	Pure
4	Normal Soap Water	1 hour	5%

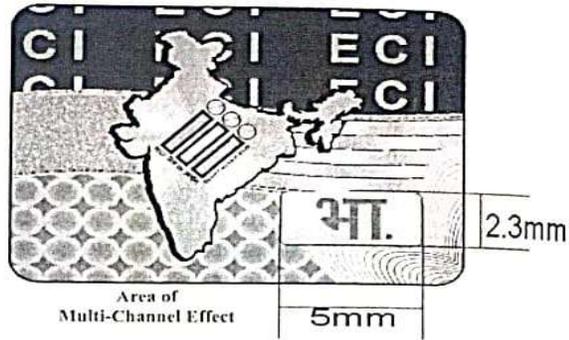
**Physical Checks:**

<b>S.No.</b>	<b>Agent</b>	<b>Test Procedure</b>
1	Image Quality	Check visually for the Brightness, visible defects/spots.
2	Flakes	The stamped image should be free from flakes along the sides of the hot stamping area.
3	Smudge Test	Briskly rub the image with your finger about 10 to 12 times & check visually for any deterioration to the image.
4	Tape Test	Apply 3M 810 Scotch tape (Magic Tape), on the sample & pull it abruptly in a single jerk at 25° angle to check visually for any residue on the Tape. The sample should withstand Tape Test without peel-off.
5	Effect of Humidity	Exposing the card to 27°C at 65% RH for 18 hrs in a Humidity Chamber.
6	Effect after exposing the card to 50°C & 80% RH for 18 hours	Expose the card to 50°C & 80% RH for 18 hours in a humidity chamber & check visually for any deterioration to the image after rubbing the surface with tissue paper.

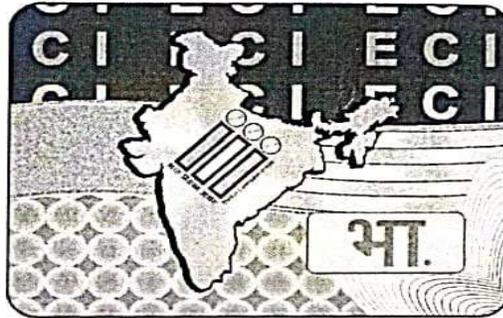
**Specifications of HOLOGRAM**

The Hologram shall be hot stamped on the EPIC to provide additional security features. The security features of the hologram along with its dimensions are as follows:-

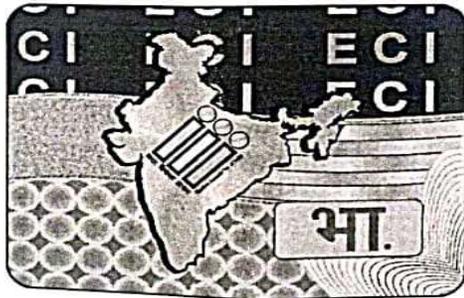
Sr.No.	Detailed description
1	<p>The final hologram dimensions after hot stamping shall be 16mm X 12mm.</p>  <p>16 mm</p> <p>12 mm</p> <p>Finish Size</p>
2	<p>The size of the map of India in the hologram shall be 9mm X 10 mm.</p>  <p>9 mm</p> <p>10 mm</p>
3	<p>The area of multi-channel effect has been marked and highlighted.</p>



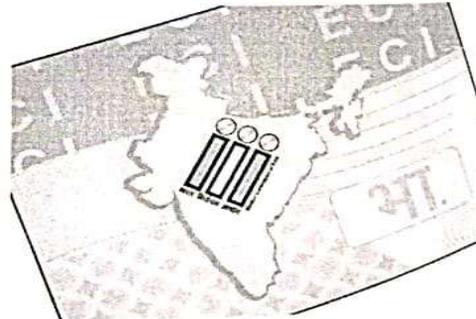
4 Motion Effect takes place in the blue background where the letters ECI move horizontally out and in simultaneously giving a wavy effect.



5 True Colour effect – The true colours of the ECI symbol are manifested only at certain tilt and at all other angles you can see different colours.

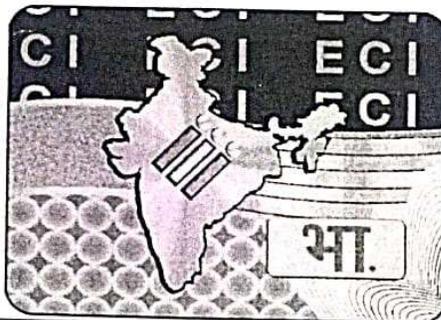


Not true Colours



True Colours

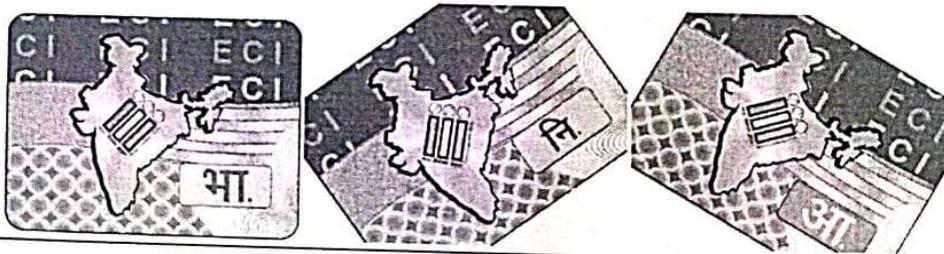
6 Gradient effect has been introduced all over country's map and the adjacent silver bands on the right and left of the country map. The gradient effect manifests like a rainbow effect in the mentioned areas of the hologram.



- 7 CLR Based effect – The Letter ECI are shown on plain paper when the laser is pointed at a certain region of the hologram.

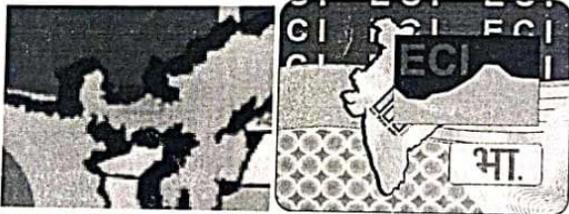


- 8 Multi-channel effect – 3 channel flip effect shows the first three letters of Bharat Nirvachan Aayog ( Bha, Ni, Aa in Hindi ) as follows.



- 9 Micro Security features – There are two lines running across the hologram horizontally. The first line contains the micro-text “ELECTION COMMISSION OF INDIA” and the second line contains the micro-text “NAME OF STATE/UT” as shown below.

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10	<p>Nano-security feature – The region just next to the right side of Sikkim has the Nano text “ECI” embedded. This security feature needs a very high-resolution lens to read it hence detecting this would be a big challenge, thereby discouraging forgery.</p> 

**Delivery Schedule:** Turn Around Time (TAT) to deliver Holograms to card manufactures Selected bidder shall deliver the Holograms to the Chief Electoral Office Jaipur as per the below schedule:

<b>Order Size</b>	<b>Turn Around Time (Working Days as per Rajasthan Govt. Calendar)</b>
Up to 500,000	7 days
Above 500,000	10 days

Selected bidder shall maintain a minimum Hologram inventory at any point of time as prescribed by CEO Office from time to time.

Hologram Supplier should submit documentary evidences on delivery (duly signed by hologram receiver at PSP) along with details like date, time, location, quantity of delivery etc. to CEOs.

### **SECURITY OF DATA**

Ensuring Security of electronic data provided by the ECI/CEO is of paramount importance. In addition to the standard guidelines of the Government of India on Data Security, the Security Guidelines issued by ECI.

The SP (Service Provider) has to comply with the existing Information Security Guidelines of ECI. These are updated periodically as per requirement and at all times.

### **Information Security Guidelines**

Information security guidelines applicable to Service Provider are outlined in the ECI Information Security Policy Document. The Service Provider shall ensure the confidentiality, integrity and availability of ECI related data and services. The Information Security directives applicable has been categorized as below:

- Human Resources
- Asset Management
- Access Control
- Password Policy
- Cryptography
- Physical and Environmental Security
- Operations Security
- Communications Security
- Information Security Incident Management
- Compliance
- Change Management

### **3. Commence of Work:**

Successful bidders should be ready for manufacturing and supply of ECI holographic hot stamping foils to CEO Rajasthan, Jaipur Office within 30 days of signing of the contract. In-case of failure to start work in 30 days, CEO may choose to terminate the contract and PBG can be forfeited. In exceptional case, CEO may consider to extend the timeline of start of work beyond 30 days. The Selected bidder shall guarantee the quality and life of hologram for a period of twelve months from the date of manufacture, subject to holograms being stored in a cool and dry area. If part of the hologram quantity is rejected or a quality defect has been identified, the selected bidder shall replace such holograms within 2 working days. In case of quantity defer, penalty will be applicable as mentioned below:-

S.No.	Incidence	Penalty
1.	More than 3 incidences in a month	2 percent of the total order quantity
2.	More than 5 incidences in a month	5 percent of the total order quantity
3.	More than 10 incidences in a month	10 percent of the total order quantity
4.	More than 15 incidences in a month	Shall be disqualified for Hologram manufacturing

Here incidences means hologram quantity is rejected or a quality defects has been identified by Selected Card Manufacturers, ECI or empaneled Test Labs(s).

**Note:** In case of any dispute, the stand of CEO shall be final and binding to the service provider.

#### 4. Important Directions

The supply chain method is as follows:

- (a) The Successful short-listed bidders have to coordinate with the Election Department Officials, DEO, CEO etc. during execution of the work.
  - (b) CEO office will place Work/Supply Order for “Production and Supply of holograms” within the duration of the contract period as per their need with the short-listed successful bidders called “vendors”.
  - (e) The vendor will deliver holograms to the 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. of the cards to the respective districts.
5. CEO office, Rajasthan, Jaipur will maintain a record of holograms received from hologram vendors.

#### 6. Contract Period:

Contract period of the project of “Production and Supply of holograms” initially kept for the duration as mentioned in the “Bid Data Sheet – BDS” of this bid document.

- All the expenses towards replacing defective holograms to CEO office will be borne by successful short-listed bidders only.
- Management, Supervision of Supply/Coordination etc. by short-listed bidders. All the successful short-listed bidders have to establish a setup in the State of Rajasthan appropriately to coordinate, track, manage and control supplies. SPOC (single point of contact) of short-listed bidders shall be intimated to all districts of their area and CEO office along with email, fax and landline number etc. The successful short listed bidder will supply holograms. There should not be any lapses in this regard otherwise the period for supply of holograms to the correct destination shall be counted in the delay in supply on which LD clause will be applicable.
- This bid is being invited by the Election Department due to minimizing the total cost and early supply looking to the volume.
- After executing the agreement, CEO office/officials of the department will perform all (post agreement) activities and duties, such as order placing/processing on time, foresee requirement leading to placing order and responsible for the smooth flow of goods, from order and storage to distribution, tracking order, management, monitoring, taking action, ensures orders adhere to agreement, payment on their own as per supply without any need of approval/information of this Department, auditing, testing/checking, grievance redressal, approve the ordering goods, terminate due to shortlisted bidders become defaulter, finalize purchase details of orders and deliveries, supervising compliance with rules and procedures, etc. (but not limited to these only).

## Section-II

### Eligibility/Qualification Criteria and Technical Evaluation

#### 1. Technical Qualification criteria

Evaluation of technical qualification criteria will be as per the information/response provided by the bidders against qualification criteria along with the relevant supporting documents.

S. No	Technical Qualification Criteria	Supporting Documents if any	Compliance (Yes/No)	Page No.
1	Name of the bidder			
2	Mailing address			
3	Telephone and Fax Number			
4	E-mail address			
5	Name and designation of the authorized person (Certificate of Authority to be provided)	Annexure-3		
6	Year of establishment of firm			
7	Company registered in India under the Companies Act 1956/companies Act, 2013.	Registration in the name of the bidder valid as on the date of bid submission.		
8	The Bidder's Average Annual Turnover of at least Rs 50 Lakh (Rupees Fifty Lakh only) from security holographic hot stamping on PVC card within India only, during the previous three financial years (2020-2021, 2021-22 and 2022-23).	Certified copies for the same of audited financial statements and annual report for three financial years i.e. (2020-2021, 2021-22 and 2022-23). (CA certificate in given format Annexure-4)		
9	Bidder should have filed Income Tax returns for the three financial years (2020-2021, 2021-22 and 2022-23).	Certified copies of the ITR filed by the entity for the immediately preceding three financial years i.e. (2020-2021, 2021-22 and 2022-23)		

10	The net worth of the bidder as on 31.03.2023 should be positive.	CA certificate with CA's Registration Number and Seal.		
11	Mandatory undertaking (Annexure- 5)	Bidder should -		
		not be insolvent, bankrupt etc.		
		not have and their directors, being convicted of any criminal offence		
		not have any conflict of interest in the procurement comply with the code of integrity		
		not have been blacklisted by any Government agency.		
		not sublet the contract		
	have submitted only one bid (a self-certified letter as per Self Declaration)			
12	The bidder should be a member of Authentication Solution Provider Association (ASPA) at the time of bid submission.	Copy of the ASPA membership certificate valid on date of bid submission (duly signed by authorized signatory).		
13	The bidder should be a member of International Hologram Manufacturers Association at (IHMA) the time of bid submission.	Copy of the IHMA membership certificate valid on date of bid submission (duly signed by authorized signatory).		
14	The bidder should have ISO 9001 certifications, valid the time of bid submission.	Copy of the certification valid on date of bid submission.		
15	The bidder must be certified under Security Certification-TUV-ASPA (Formerly known as HOMAI) Hologram Security Standards.	Copy of the certificate valid on date of bid submission (duly signed by authorized signatory).		



Note: Documents must be signed by the CS/authorized signatory of the Bidder. Relevant portions in the documents submitted in pursuance of eligibility criteria, should be highlighted.

The bidder should have completed manufacturing facilities, including MASTER MAKING PROCESS and intermediate processes to produce holographic hot stamping foils in-house. The bidder must provide a self-certification (Annexure-1) for the existence of the following:

S. No.	Plant & Machineries
1	Master Origination Machine
2	Electroforming System (Nickel plating on Glass Master for Production of Shims)
3	Embossing Machines
4	Adhesive Coating Machine
5	Slitting Machine
6	Inspection/Numbering Machine
7	Quality Control Department
8	Control Room Equipped with facility of Monitoring through CCTV
9	CCTV Cameras (Nos.)
10	Access control system

Note: None of the processes shall be allowed to be subcontracted or sublet to any other agency

**Important:**

1. Bidder may be called to present the presentation and video detailing in CEO office after opening the technical bid (in-line with Election Department requirements). Date and time will be communicated at that time.
2. Election Department reserves the right to visit the Bidder's premises and include the same for evaluation.
3. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

## **2. SELECTION PROCESS**

### **a. EVALUATION OF PROPOSALS:**

The evaluation of the proposal will be done in following parts:

Scrutiny: Each proposal will be scrutinized by the Committee 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 rejected.

### **b. SELECTION OF FIRMS:**

- i. On the basis of technical analysis of the bids, bidder will be qualified for the next stage that is financial bid.
- ii. The Financial Bid of only the 'Technically Qualified Bidders' "will be opened.
- iii. Bids received will be arranged from Lowest Cost (L1) to highest cost.
- iv. The lowest rate L1, received from a qualified bidder will be treated as the "Discovered Rate".

### **To be precise the bidders will be finally selected as :**

- A. The financial bids of only the "Technically Qualified Bidders" will be opened to prepare first list of L1, L2 etc.
- B. 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 if required so .
- C. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously.
- D. 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.
- E. 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.

## Section-III

### INSTRUCTION TO BIDDERS (ITB)

#### 1) **Sale of Bidding/ Tender Documents**

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 CEO office 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) Pre-Bid query submission, redressal etc management shall not be done through e-Proc website. Only date of Pre-Bid meeting and the responses to the queries would be available on e-Proc website.
- b) Any prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents shall also be emailed to [ceojpr-rj@nic.in](mailto: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.
- c) 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.

- d) 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.
- e) 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: -
  - Last date of submitting clarifications requests by the bidder: as per bid document.
  - Response to clarifications by procuring entity: as per bid document.
- f) The finalised minutes and responses, if any, shall be provided through appropriate 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 (CEO office) 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. 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 producer and supplier of holograms".

- 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) 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.
- c) 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..
- d) 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.
- e) While uploading Technical Bid/submitting bid, the bidder should physically submit 10 nos. of sample of Holograms conforming to technical specifications as mentioned in the bid document/ECI guidelines. All the samples shall be suitably numbered with marking of bidder's name (in short) & have authorised sign (bidder's name) in such a way that while they are sent for testing by PE, the bidder's annotations may not create any hurdle or problem on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected.
- f) The PE shall get the samples supplied separately by the bidders, tested. If result of testing of any one of the sample(s) attached is not conforming to the specifications mentioned in the bid and ECI standards/Guidelines then the corresponding bid shall be rejected. Therefore, bidders must be careful while submitting sample of Hologram with bid.
- 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. 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) 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.

## **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 , pre-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, Bid Security, 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) samples conforming to the ECI standards/guidelines and as required in the Bid

- Document;
- vi) any other document required in the BDS; and
- vii) 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.

#### **9) Cost & Language of Bidding**

- i) 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.
- ii) 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/Hindi 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) Bid Security**

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- i) 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.
- ii) In case of open competitive bidding, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
  - a. Small Scale Industries (SSI) of Rajasthan it shall be 0.5% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid, and
  - b. In case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the estimated value of bid.

- c. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the NIB.
- iii) Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
- iv) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- v) The bid security may be given in the form of a banker's cheque or demand draft or deposit through e-GRAS. The bid security must remain valid 90 days beyond the original or extended validity period of the bid.
- vi) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- vii) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- viii) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short-listed successful bid and signing of Agreement and submitting performance security.
- ix) The Bid security taken from a bidder shall be forfeited in the following cases, namely:
- a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the Act, chapter VI of the RTPP Rules.
  - f. if the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
  - g. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

- X. No interest shall be payable on the bid security.
- XI. In case of the successful short-listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short-listed bidders furnished the full amount of performance security.
- XII. The procuring entity shall return the bid security after the earliest of the following events, namely:
  - a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful short-listed bidders;
  - c. the cancellation of the procurement process; or

### **12) Deadline for the submission of Bids**

- a. 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.
- b. 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.
- c. 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, 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 RTTP Act, 2012 and RTTP 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**

- i) 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.
- ii) 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 (DPC/BEC) 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:

- i) 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;
- ii) the process of opening of the financial Bids shall be similar to that of technical Bids.
- iii) conditional Bids are liable to be rejected;
- iv) 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 BEC/DPC shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

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**

- i) 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.
- ii) 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**

- i) 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**

- i) 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.
- ii) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it.

## **25) Right to vary quantity**

- i) 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.
- ii) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RPPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: - up to 50% of the value of goods or services of the original contract.

## **29) Performance Security**

- i) All the successful short-listed bidders, have to execute agreement and furnish performance security.
- ii) 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.
- iii) The amount of performance security shall be as per rules .
- iv) 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.
- v) 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.

- vi) 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.
- vii) 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 the 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 RTPP Act & Rules and this Bidding Document.
- viii) 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.
- ix) No interest shall be payable on the Performance Security deposited by the bidders short-listed.

### **30) Confidentiality:**

- i) 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.
- ii) 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.

### **31) Cancellation of procurement process**

- i) 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.

- ii) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

### **32) Code of Integrity for Bidders**

- i) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- ii) Any person participating in the procurement process shall -
  - a) 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;
  - b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - c) not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
  - e) 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;
  - f) not obstruct any investigation or audit of a procurement process;
  - g) disclose conflict of interest, if any; and
  - h) 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.
- iii) 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.

### **36) 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.

### **37) 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.

### **38) 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.

### **39) Offenses by Firms/ Companies**

- i) 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 subsection 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.
- ii) 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.
- iii) For the purpose of this section-
  - a) "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
  - b) "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- iv) 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.

#### **40) Debarment from Bidding**

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.

#### **41) Monitoring:**

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

- 42).** Apart from the above conditions of bid document all the conditions/provisions mentioned in RTPP act 2012 and rules 2013 and other financial rules will be applicable.

## 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.

- I. "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.

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/Hindi 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, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance. Testing shall be done as mentioned in the bid in the clause of "Testing"
- b. All articles/ goods being bid should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c. The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d. The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e. 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 -
  - i) delivering it to the person personally; or
  - ii) leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
  - iii) 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.
- 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 with in the period as mentioned in the BDS.

**7. Delivery & Installation (whichever is applicable)**

- a. Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b. 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. 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.

## **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**

- 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 Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c. 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.
- d. 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.
- e. 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.
- f. 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, trademark laid down

in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards as laid in the bidding document. The supply shall be of the best quality and description. The decision of CEO office whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

b. **Technical Specifications and Drawings**

- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

**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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

**17. Insurance**

- a. The goods will be delivered at the destination godown in perfect condition. The Goods

supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

- b. The goods will be delivered at the for destination i.e. Store of CEO office in perfect condition.

#### **18. Drawl of Samples**

In case of tests, wherever feasible, samples shall be drawn as mentioned in the bid.

#### **19. 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 CEO office i.e. destination. For which no extra cost shall be payable to vendor.

#### **20. 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. If, however, due to exigencies of PE's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates (as payment will be made by CEO office). The deduction so made shall be final.
- c. The rejected articles shall be removed by the supplier/bidder/selected bidder within 15 days of intimation of rejection, after which Purchase Officer 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.

#### **21. Delivery period & Extent of Quantity – Repeat Orders**

- a. The time specified for delivery shall be deemed to be the essence of the contract and the successful short-listed bidders shall arrange supplies within the period on receipt of the firm order from the CEO office.
- b. The selected bidder shall arrange supplies within the stipulated time period.
- c. If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Supply orders may be placed during the contract period on the approved rate and conditions given in the bidding document. If the short-listed bidder fails to do so, the CEO office shall be free to arrange for the balance supply by other short-listed bidders. Even if the short-listed bidders fails to do so, the CEO

office will be free to invite limited tender or otherwise and the extra cost incurred shall be recoverable from the concerned short-listed bidder.

## **22. Transportation**

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination as mentioned in the BDS. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. In the case all the damaged material has to be supply immediately. No extra cost on such account shall be admissible to vendor.

## **23. Payment Terms and Schedule:**

- a. Payment shall be made as per details mentioned below by CEO office after submission of an invoice by the bidder in a triplicate for payment: -
  - After acceptance of positive testing report by CEO office for every supply order placed;
  - After deducting all types of penalties, due to any reasons mentioned in the bid, if any.
  - After checking all provisions as per rules.
- 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.
- 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 and regulations by CEO office.
- g. Payment shall be made to the successful short-listed bidders by CEO office after all necessary formality as per rules have been fulfilled.

## **24. Penalties**

### **i) Risk and Cost:**

In case, the contractor 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:-

- 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%
  
- Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the contract value.
- 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.
- 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. Bidders must make their own arrangements to obtain import licence, if necessary & applicable. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Procuring Entity.

26. **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 Secretary to the Government of Rajasthan" & whose decision shall be final and abided by all stakeholders.

27. **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.

## 28. Patent Indemnity:

- a. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:-
  - i) the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
  - ii) the sale in any country of the products produced by the Goods

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c. If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days or no. of days as decided by the PE after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser/PE shall be free to conduct the same on its own behalf.
- d. The Purchaser/PE shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e. The Purchaser/PE shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright,

or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. 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 its 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.

**30. Termination:**

**a. Termination for Default**

- i) 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:
  - 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
  - if the Supplier fails to perform any other obligation under the Contract.
  - 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.

- ii) 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.

**b. Termination of insolvency**

The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

**c. Termination of Convenience**

- i) The Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for CEO/Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- ii) The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by CEO at the Contract terms and prices.

### 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
    - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - (d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.
  - (e) First Appellate Authority: Secretary, Election Department, GoR  
Second Appellate Authority: Secretary Budget, Finance Department, GoR

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: Secretary Budget, 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)

**BIDDING FORM NO.-1:**

### Technical Bid Submission Sheet

Date:

NIB No.:

Alternative No., if permitted:

To,

{Procuring Entity}  
OSD, Election Department,  
Food Building, 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 Hologram.
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (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 receive;
- (i) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to

inspect our accounts and records 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 Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

(k) 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: \_\_\_\_\_

**Producer and Supplier of Hologram Certificate**

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

Date: \_\_\_\_\_

NIB No.: \_\_\_\_\_

To,

{Procuring Entity}

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

WHEREAS

We, who are "Producer and Supplier of Hologram" in our in-house factory(ies) situated at ..... and also hereby declare that above Holograms to be supplied shall be conforming to ECI standards, specification of the bid , and other guidelines.

We have following Plant & Machineries :-

- Master Origination Machine
- Electroforming System (Nickel plating on Glass Master for Production of Shims)
- Embossing Machines
- Adhesive Coating Machine
- Slitting Machine
- Inspection/Numbering Machine
- Quality Control Department
- Control Room Equipped with facility of Monitoring through CCTV
- CCTV Cameras (Nos.)
- Access control system

We also know that if our sample(s) submitted with the bid when tested does/do not conforming

to ECI standards/guidelines/norms as mentioned in the bid document (as the case may be), our bid may liable to be rejected.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Manufacturer' seal: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

## 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 [raj.pvc.epic@gmail.com](mailto:raj.pvc.epic@gmail.com) 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 [raj.pvc.epic@gmail.com](mailto:raj.pvc.epic@gmail.com) with a subject line of **"PBQ for Short-listing of Producer and Supplier of Holograms"**.

**BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}**

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

To,

{Procuring Entity}

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

**Ref: NIB No.                      date:**

WHEREAS

We, who are "Producer and Supplier" of ..... having factory(ies) at ..... do hereby authorize (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 Producer and Supplier of Holograms"**

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:  
Authorized Signatory:  
Seal of the Organization:  
(Includes complete address)  
Date: .....  
Place: .....

Verified Signature :  
Name :  
Position :

**Turnover Certificate**  
(To be given by authorized CA)

Date: \_\_\_\_\_

NIB No.: \_\_\_\_\_

To,

{Procuring Entity}

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

We, the Statutory Auditors of (Name & Address of M/S)

.....  
.....

hereby certify that the total Annual Turnover of the company from the Hologram hot stamping on PVC Card printing within India only during the previous three financial years as per audited financial statements are as follows:-

Rs. in Crore

SI No.	Financial Year	Annual Turnover from the Hologram hot stamping on PVC Card Printing within India only
1	2020-21	
2	2021-22	
3	2022-23	

Authorized CA Signature & Seal

Address:.....

.....

Date.....

Place:-.....

**SELF-DECLARATION (Declaration by Bidder regarding Qualifications) (to be filled by the bidder)**

To,

{Procuring Entity}

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

**Declaration by Successful Bidder**

In relation to my/our bid submitted for "Production and Supply of Holograms cards " conforming to specifications in Bid & ECI standards 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;
- 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.
- p) We, during the contract period, will collect only those EPIC data of electors by some mutually agreed mechanism (Election Department) which are required to personalize the PVC EPICs otherwise immediately for extra data/incomplete data, we will bring this into the knowledge of Election Department to rectify.
- j) We, will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled

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:

**CERTIFICATE OF CONFORMITY/ NO DEVIATION**{to be filled by the bidder}

To,

{Procuring Entity}  
OSD, Election Department,  
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

**CERTIFICATE**

1. This is to certify that, the specifications of “Holograms” 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 “Production and Supply of Holograms”, to meet the desired Standards set out in the bidding Document/ECl.
4. I/We are “Producer and Supplier of Holograms” and declare that Holograms supplied shall be conforming to the specifications mentioned in the Bid Document and to the ECI norms/guidelines/circulars.
5. I/We, will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

Thanking you,

Name of the Bidder :

Authorised Signatory :

Seal of the Organization :

Date:

Place:

**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 to Produce and Supply of Holograms Conforming to ECI Guidelines & Compliance to Bid.	80 Lakh Holograms (Approx.)	

**Financial Bid Submission Sheet**

Date:

NIB No.:

To,

{Procuring Entity}  
OSD, Election Department,  
Food Building, 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) 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 short-listed subject to mutually agree.
- (e) 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 authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

To,

{Procuring Entity} OSD, Election Department,

Food Building, 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/ prices 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. The rate quoted is applicable for all the districts of the State of Rajasthan.
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 office and other authorities of concerned area, as per bid terms & condition mentioned herein.
12. We, will hereby undertake that the given data shall not be copied in any form, not shown/given

to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the bid etc.

13. We undertake the accountability of security of data.

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:

## Financial Bid Format (BoQ)

**(Short-listing of Producer of Holograms conforming to ECI guidelines/ standards and specification in bid document)**

S. No.	Name & Description of Item	Estt. Qty.	Rate of per unit hologram inclusive of all taxes, lavies and any other expenses excluding GST	Applicable rate of GST	Applicable GST per unit of hologram	Total cost of one unit of hologram inclusive of GST (column 4+6)	Total Cost of bid in INR	
1	2	3	4	5	6	7	8	
1.	Production and supply of Holograms for PVC Elector's Photo Identity Cards (EPIC)	80 Lakh (Approx.)	<b>Rates are not to be quoted here</b>					

Note:

1. 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>).
2. Bidders should not fill any information in the above format & submit physically; otherwise the bid shall be treated as nonresponsive.
3. Bidder should submit their financial bid online on e-Proc website/Portal only.
4. No additional payment will be given towards packing, delivery etc. of the Holograms supply.

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 "Producer and Supplier" [here " it means short-listed producer 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 if other than a department of the State Government (hereinafter called "the Procuring Entity") authorized officials of CEO Office. CEO office, Rajasthan, Jaipur (after execution of this agreement will be performing all jobs/grievance redressal/activities etc. for this Bid during 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 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. 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 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 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%.
  - 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 is on account of hindrances beyond the control of supplier.
7. The RTPP Act, 2012/Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.
  8. We will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.
  9. 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.
  10. The CEO office 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.
  11. 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:	Designation:
Company:	Election Department, Govt. of Rajasthan
In the presence of:	In the presence of:
Designation:	Designation:
Company:	Company:
Designation:	Designation:
Company:	Company: