

2022

de, v
050

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 signed as a token of acceptance of bid by the authorized signatory or bidder.

① d, v

✓

INDEX:

S. No.	Particulars/Sections	Page No.
	NIB	4-5
	Bid Data Sheet (BDS)	6-7
	Instructions to Bidders	8
1	Background	9
	Scope of Work	9
	Specification and Destinations	9
	Process of Selection	10
	Others	10-11
2	Important Information Related to Bid	12-16
3	General Terms and Conditions of Contract	17-19
4	Grievance Handling Procedure: Appendix A	20
5	Memorandum of Appeal under RTPP - Form No.1	21
	Certificates and Formats (Annexures 1-6)	24-29
6	Financial Bid: Form No. 2	30
	Annexures 7	31
	Agreement Format: Annexure 8	32-33

**Government of Rajasthan
Election Department**

NIB (NOTICE INVITING Bids)

S.No: F.9(1)(7)III-A/Elec./M3-EVM/ 2020-21/ 1191

Dated: 30/3/22

Sealed Single Stage One-envelope unconditional Open competitive Bid is invited by Election Department from transport /roadline agencies of Rajasthan, for transporting obsolete BEL Make M3 VVPAT (Obsolete Machines) to Bharat Electronics Limited, Panchkula, Haryana Unit from districts of Rajasthan up to 12:00 PM of 05.04.2022 (Last date / time) as below :-

S. No.	Name of the items to be transported	Quantity/numbers of EVM (M3) to be transported	Estimated value of work	Price of bid document	Validity of bid
1	M3 VVPAT (Obsolete Machines)	4286 approx.	2.75 lacs	500	90 days

1. Transport roadlines agencies are required to provide trucks/containers along with driver and a helper (two persons) to deliver the items above to Panchkula, Haryana address mentioned in bid document.
2. The items will be collected from 5 districts of Rajasthan and will be deliver to BEL, Panchukala, Haryana.
3. The complete bidding document including the conditions of contract and procedure, bidding forms, delivery destination, list of districts etc. can be seen and downloaded from the website <http://sppp.rajasthan.gov.in>, www.ceorajasthan.nic.in, The price of bidding document may be paid along with user charges/ processing fee at the time of online submission of the Bid.
4. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted to office of CEO Rajasthan Secretariat, Jaipur.
5. The bid document fee, bid security fee in the form of demand draft or banker's cheque shall be submitted personally or by post in sealed envelopes up to **04.04.2022** to the **Addl.CEO, Election Department, Rajasthan, Government Secretariat, Jaipur** .
6. Draft in favour of bid document fee, Bid Security fee in form of DD/Banker's cheque in favour of "**CEO, Rajasthan**" payable at "**Jaipur**".
7. The Financial Bids shall be opened on **05.04.2022 at 15.00 PM** office in the office of Additional CEO.

sd/-

Officer on Special Duty

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

**Government of Rajasthan
Election Department**

NIB (Notice Inviting Bids)

Food Building, Secretariat, Jaipur (Rajasthan) - 302005

Telephone: 0141-2227194, 2227638 Fax: 0141-2227794 Email: ceojpr-ri@nic.in

S.No: F.9(1)(7)III-A/Elec./M3-EVM/ 2020-21/ 1191

Dated: 30/3/22

Sealed Single Stage One-envelope unconditional Open competitive Bid is invited by Election Department from transport /roadline agencies of Rajasthan, for transporting obsolete BEL Make M3 VVPAT (Obsolete Machines) to Bharat Electronics Limited, Panchkula, Haryana Unit from districts of Rajasthan up to 12:00 PM of 05.04.2022 (Last date / time) as below :-

S. No.	Name of the items to be transported	Quantity/numbers to be transported	Estimated value of work	Price of bid document	Validity of bid
1	M3 VVPAT (Obsolete Machines)	4286 approx.	2.75 lacs	500	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, and may be downloaded from these websites or may be taken from Election Department office secretariat, Jaipur.

sd/-



Officer on Special Duty

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

Bid Data Sheet (BDS)

1.	Reference of Invitation of Bids	S. No. F.9(1)(7)III-A/Elec./M3-EVM/ 2021-22/ 119) dated: 30/3/22												
2.	Name & Address of officer as the Procuring Entity (PE)** and for clarification purposes	Election Department (ED), Secretariat, Rajasthan, Jaipur-302005 on behalf of the District Election Officers (Collectors), All Districts, Rajasthan <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Name</td> <td>Krishna Kunal</td> </tr> <tr> <td>Designation</td> <td>Additional Chief Election Officer</td> </tr> <tr> <td>Address</td> <td>Election Department, Food Building, Secretariat, Jaipur (Rajasthan), Jaipur – 302005</td> </tr> <tr> <td>Phone No.</td> <td>0141-2227194</td> </tr> <tr> <td>Fax</td> <td>0141-2227794</td> </tr> <tr> <td>E-Mail</td> <td>ceojpr-rj@nic.in</td> </tr> </table>	Name	Krishna Kunal	Designation	Additional Chief Election Officer	Address	Election Department, Food Building, Secretariat, Jaipur (Rajasthan), Jaipur – 302005	Phone No.	0141-2227194	Fax	0141-2227794	E-Mail	ceojpr-rj@nic.in
Name	Krishna Kunal													
Designation	Additional Chief Election Officer													
Address	Election Department, Food Building, Secretariat, Jaipur (Rajasthan), Jaipur – 302005													
Phone No.	0141-2227194													
Fax	0141-2227794													
E-Mail	ceojpr-rj@nic.in													
3.	Placing Work Order/Payment Authority	District Election Officer (Collectors), All districts of Rajasthan State												
4.	Subject Matter of Procurement	“Bids are invited by election department from transport /roadline agencies for transporting obsolete M3 VVPAT (Obsolete Machines) to Bharat Electronics Limited, Panchkuka, Harayana Panchkula Haryana from different districts of Rajasthan”												
5.	Joint Venture/Consortium/Association of Bidders	Shall not be allowed												
6.	Contract Period	Three months												
7.	Bid Procedure	Single stage single envelope bidding												
8.	Bid Evaluation Criteria (Selection Method)	Single Financial bid of transport agencies will be opened. Work will be allotted on lowest rate to L1 firm, in exceptional case work may be divided at lowest rate.												
9.	Website for downloading bidding document, Corrigendum's, Addendum etc.	http://sppp.rajasthan.gov.in http://ceorajasthan.nic.in												
10.	Bid Document Fee	Rs. 500/- (Rupees One Thousand only) in Demand Draft in favour of “Chief Electoral Officer, Rajasthan” payable at “Jaipur”												
11.	Estimated Procurement Cost	Rs. 2.75 Lacs (Rupees Two Lacs Seventy Five Thousand only)												
12.	Bid Security and Mode of Payment	2% of the estimated value (Rupees Five Thousand Five Hundred Only) [(0.25% of the above procurement of bid in case of Small Scale Industries of Rajasthan, 0.5% 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												
13.	Period of Sale of Bidding Document (Start/End Date)	Start Date: 30.03.2022 End Date: 04.04.2022												
14.	Date/Time/Place of Pre-Bid Meeting	Pre-Bid Queries Submission: 31.03.2022 (Office time) after which no query would be accepted &												

		also PBQ's should be sent to the prescribed E-Mail only (signed hardcopy & softcopy both should be sent through E-Mail address ceojpr-rj@nic.in). Queries received from any other method will not be treated responsive and will not be entertained.
15.	Submission of Banker's Cheque/DD for Tender Fee, Bid Security	Start Date: 30.03.2022 End Date: 04.04.2022
16.	Date for the Submission of Bids	Manner: At CEO Office Secretariat, Rajasthan up to 05.04.2022 till 12:00 Hrs.
17.	Date/Time/Place of Financial Bid Opening	Date: 05.04.2022 Time: 15:00 Hrs. Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur
18.	Bid Validity	90 days from the bid submission last date of bid submission
19.	Language of Bid	English/Hindi
20.	Alternate Bids	Not Permitted
21.	Bid Submitted	Original Bid: Unconditional and with no deviation
22.	Bidder's Detail	
23.	Name of Bidder	
24.	Address of Correspondence	
	Name of Authorized Signatory	
	Mobile Number 1	
	Mobile Number 2 (if any)	
	Telephone Number	
	Fax Number	
	Name of Website	
	E-Mail 1	
	E-Mail 2	

Instructions to bidders

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.
2. Bidders are advised to thoroughly read the bidding document.
3. Each page of the Bid Document should be signed as a token of acceptance of bid by the authorized signatory or bidder.
4. Bidder (authorised signatory) shall submit their offer Financial Bid (Single Stage Single Envelope Bid, DD for Bid Document Fees, Bid Security and should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time.
5. The Procurement entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving reasons thereof.
6. 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.
7. Bidder (authorised signatory) shall submit their offer financial proposal and DD for Tender Fees, Processing Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB.
8. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender 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 and Bid Security should be drawn in favour of "Chief Electoral Officer" payable at "Jaipur" from any Scheduled Commercial Bank.
9. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
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.

①

ok, ✓

2

~

29) Conflict of interest:

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

Breach of Code of Integrity by the Bidder: as per RTPP Act

31) Interference with Procurement Process: as per RTPP Act :

32) 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.

33) Offenses by Firms/ Companies:

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:

34) Debarment from Bidding : As per Act

35) Monitoring:

Regular monitoring will be done by election department at HQ level and the nodal officer will be nominated by the department.

(2)

✓, ✓



The BEC/DPC shall correct arithmetical errors in substantially responsive Bids.

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:

Negotiations may, 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) Right to vary quantity:

a) The procuring entity may increase or decrease the volume of work as per RTPP.

24) Performance Security: All the successful bidder, have to execute agreement and furnish performance security amounting 2.5% of tender value.

25) Execution of agreement: 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.

26) Confidentiality:

a. Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.




b. Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

27) Cancellation of procurement process:

a) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement.

28) Code of Integrity for Bidders:

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.



- D. 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.
- E. The bid security may be given in the form of a banker's cheque or demand draft. The bid security must remain valid 90 days beyond the original or extended validity period of the bid.
- F. 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.
- G. The Bid security taken from a bidder shall be forfeited in few unavoidable cases, as per RTPP: -

12) Deadline for the submission of Bids:

- a. 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 the date may be extended by the procuring entity. Late bids will not be entertained.

13) Selection:

- a) Financial bids of Bidders with required documents submitted, shall be opened.
- b) L1 will be preferable and considered

14) Lack of Competition:

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

15) Clarification of Bids:

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. Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

16) Evaluation & Tabulation of Financial Bids:

The self certificate in accordance with table 1 and

- a. The rate quoted will be all inclusive as rates of five vehicles, unloading charges, delivery and fuel charges, 1 driver and 1 helper, all taxes. Toll charges will be paid on actual basis.
- b. The offers shall be examined and marked L1, L2, L3 etc.
- c. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

18) Correction of Arithmetic Errors in Financial Bids:

Document

- c) The bid should also include written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document.
- d) Copy of necessary documents including copy of R.C of at least 5 vehicles (open Trucks/containers) registered as commercial loading vehicle.
- e) A Self Certified letter as per (Self-Declaration) as mentioned table 1 of the bid document.
- f) Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
- g) Any other document required in the BDS.

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

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid.

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.

A. 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.

B. In case of open competitive bidding, bid security shall be 1% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:

i. Small Scale Industries (SSI) of Rajasthan it shall be 0.25% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid, and

ii. 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 0.5% of the estimated value of bid.

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

C. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.

Important Information Related to Bid

1) Sale of Bidding/ Tender Documents:

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. 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:

All rates quoted must be FOR destination (as mentioned in the bid) and should include all charges. However, Toll tax (if paid by the agency) will be paid in addition to the rate quoted for the transport services. The proof of payment of the toll tax can be submitted along with the bill of actual payment.

3) Pre-bid Clarifications:

- a) Pre-Bid query submission, redressal etc management shall not be done through mentioned mail Id.
b) Any prospective bidders may, in writing, seek clarifications from the procuring entity.
c) The bidders may seek clarifications till mentioned date.

4) Changes in the Bidding Document:

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum.

5) Period of Validity of Bids : Mentioned in BDS

6) Submission of Bid:

The bid is for " Selection of agency or Transporting / Delivering M3 VVPAT (Obsolete machines) from 5 different districts of Rajasthan to Bharat Electronics Limited , Panchkula, Haryana."

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 Financial bids will be opened will be evaluated. However self certificate must be attached with the bid.
c) The committee or official of the department may inspect the vehicles being provided and may visit the office premises.

8) The Bid shall contain the following:

- a) Bidding Form and Declaration related to Financial Bid and Code of Integrity given as specified in annexure/appendix/bid and self certificate related to Qualification Table 1
b) proof of payment of price of Bidding Document, Bid Security, in accordance with Bid

vi) A bidder participating in the procurement process should possess the following minimum qualification.

S. No.	Basic Requirement	Specific Requirements
1.	Any legal entity	
2.	Category of Bidder	The bidder should be Transportation/Roadline agency.
3.	Experience	The agency should have minimum 3 years experience of the business of Transportation / Roadlines or related work.
4.	Tax Registration and Clearance	GST Registration certificate Last GST return filed copy. The bidder should have a registered number of: I. GST where his business is located. II. Income tax/PAN number

Note :

- I. Though the bid is only on financial criteria the above mentioned qualifications are to ensure the the capacity of the transporter to deliver on time. For this a self certification by the bidder will suffice.
- II. In addition to the provisions regarding the qualifications of the bidders:
 - The drivers driving the vehicles should have proper driving license required (Heavy vehicle, commercial vehicles etc.) which will be checked by the department while allotting work.

D. Process of selection:

The bids are being invited as open competitive single bid as per section 29 of RTTP Act 2012 and Rule 37 of RTTP Rules 2013 under open competitive bid process as per RTTP Rules.

- According to which one single bid will be submitted for Financial Bid in one cover.
- Financial bid will include total cost including - vehicles provided (containers/open truck), fuel, services of 1 driver and 1 helper, unloading charges, collecting of items from mentioned districts of Rajasthan and delivering them to destination mentioned in Panchkula, Haryana. Thus rates will be inclusive of all services and taxes.
- On the basis of Lowest rate received in Financial Bids, work will be allotted to L1, however work may be divided among more than one bidder on lowest rate (if required) giving preferences to L1 firm in dividing the work.
- Negotiations may also be done if the rates received in Financial bids are found on the higher side.
- After execution of the agreement, the selected agency /agencies will also contact and coordinate with their allotted DEOs (or its designated officers, if any), concerned during the contract period.

E. Others:

- i) The agency / agencies to whom the work will be allotted, shall collect the obsolete M3 VVPAT Machines from District Election Offices provided in the above list (located at Collectorate) of each district.
- ii) The agency will report to concern District Offices as per the work order issued to them and obsolete machines will be loaded under the supervision of District Offices.
- iii) The machines will be transported to destination in Panchkula, Haryana (mentioned in bid document).
- iv) The agency will be required to execute the work of transportation (collecting and delivering) within the maximum period of 7 days. However, the work period may be increased in exceptional circumstances (if required) by the department.
- v) Directions will be issued to District Election Officers to follow the guidelines and protocol prescribed by Election Commission of India that will be conveyed to the successful bidder also by the Department/DEO.

①

Handwritten mark

Handwritten mark

SCOPE , BACKGROUND, REQUIREMENT & SPECIFICATIONS

A. Background:

Election Department, Rajasthan, Jaipur on the directions of Election Commission of India, New Delhi requires to deliver 4286 obsolete M3 VVPAT (Obsolete machines) to Bharat Electronic Limited, Panchkula, Haryana for disposal. For this services competent, efficient and responsible Transport/Road lines agencies are required to provide Trucks/Containers along with one driver and helper to collect above mentioned items from different districts of Rajasthan and deliver them to BEL Panchkula, Haryana.

B. Scope:

Items (M3 VVPAT (Obsolete machines) are to be collected from different District Collectors Office/District Election Office. Names of district from where obsolete machines are to be collected. Number of items to be collected and tentative number of Containers/Trucks required are as -

S.No.	Districts Name (from where items are to collected)	Total Units	No. of Container
[1]	[2]	[3]	[4](Approx.)
1	DEO, Jaipur	670	1
2	DEO,Rajsamand	880	1or 2
3	DEO,Pratapgarh	957	2
4	DEO,Udaipur	903	2
5	DEO,Bikaner	876	1
Grand Total		4286	6 or 7 Approx.

C. Specification and Destination:

Specification	BEL Make M3 VVPAT	
No. of Machine*	VVPAT (as per EMS Portal)	4286
Weight (per machine in kgs)#	VVPAT	7 - 7.5 kgs (with case)
Size (in inch)#	VVPAT	L=20", W=12", H=18.5"
Destination Place	Bharat Electronic Limited (BEL), Plot No. - 405, Industrial Area Phase-3 Panchkula (Haryana) - 134113 Sh. Rajesh Agarwal Manager BEL Panchkula Mob- 9417303309	

@ V

✍

[Handwritten signature]

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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) **Language:**

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only.

3) **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.

4) **Specifications and Standards:**

All items/services a supplied shall strictly conform to the specifications, laid down in the bidding documents.

5) **Delivery period as per work order:** The time specified for delivery shall be deemed to be the essence of the contract/ as per bidding document and the successful bidders shall arrange transportations and delivery supplies within the period on receipt of the work order.

6) **Payment Terms:**

a) 100% Payment shall be made as per details mentioned below by the department within a month's time, after submission of an invoice by the successful bidder in a triplicate for payment:-

- On complete delivery of items from various districts to Panchkula, Haryana.
- After deducting all types of penalties, due to any reasons mentioned in the bid, if any.

b) The bidder will provide proof of delivery in the form of receipts supported by GPS reports.

7) **Penalties:**

I. **Risk and Cost:** In case, the contractor doesn't commence the work as required by Election Department within the stipulated period, the work can be allotted to other bidder at L1 rate 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 agency who was placed the order & could not commence the work.

II. Liquidated Damages (LD):

- a) 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 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%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) 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.
- e) 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.

8) 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.

9) 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.

10) Force Majeure:

- a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events

may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

11) **Termination:** 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.

✓

Ⓝ

dx

APPENDIX-A:

GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS

(APPEALS)

(1) Filing an appeal:

- a. If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose 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) Form and procedure of filing an appeal (Annexed):

(3) Procedure for disposal of appeals:

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, - (i) hear all the parties to appeal present before him; and
- c. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- d. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- e. The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

FORM No. 1
[See rule 83]

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

Appeal No of
.....

Before the
.....

(First / Second Appellate Authority)

First Appellate Authority: Secretary, Election Department, GoR

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

1. Particulars of appellant:
 - i. Name of the appellant :
 - ii. Official address, if any :
 - iii. Residential address :
2. Name and address of the respondent(s):
 - i.
 - ii.
 - iii.
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
.....
..... (Supported by an affidavit)
7. Prayer:
.....
.....

Place

Date

Appellant's Signature

✓ (A) ✓



Annexure: 1

Date:

NIB No.:

Alternative No., if permitted:

To,

{Procuring Entity}

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

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document.
- b) We declare that we fulfil the eligibility in conformity with the bidding document Table 1 and offer to transport in accordance with the specifications, the delivery schedule and other requirements as specified in bidding document for transport of M3 VVPAT.
- 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:

v

Ⓝ

dv



ANNEXURE: 2

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 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 with a subject line of **"PBQ for Short-listing for Personalized PVC EPICs"**

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

(To be given on the letter head of the agency/firm)

To,

{Procuring Entity}

Additional Chief Electoral Officer

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

Ref: NIB No. Date

WHEREAS

We, who are "a transport/road line agency" of
having offices/offices at

do hereby authorise (Name) (Contact Numbers) Mobile
Fax Email to submit a Bid in relation to the Invitation for Bids

indicated above, the purpose of which is to provide the following services by us and to
subsequently negotiate and sign the Contract:

**"For Transporting/Delivering M3 VVPAT machines (obsolete machines) from 5
different districts of Rajasthan to BEL Panchkula, Haryana"**

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

Thanking you,

Name of the Bidder:

Verified Signature :

Authorised Signatory:

Name :

Seal of the Organization:

Position :

(Includes complete address)

Date:

Place:

(Handwritten signatures and initials)

DECLARATION BY BIDDER {to be filled by the bidder}
(To be given on the letter head of the agency or firm or company)

To,

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

Ref: **NIB No.** **Date**

I/We a legally constituted firm and
represented by

.....
declare that I am/ we are "transport/road line agencies" and are in business of
transporting/delivering goods by road that conform to the specifications mentioned in the bid.
If this declaration is found to be incorrect then without prejudice to any other action that may
be taken, my/ our Bid Security may be forfeited in full and the bid may be cancelled.

Signed: _____

Name: _____

In the capacity of: _____

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

Date: _____

Tel: _____ Fax: _____ e-mail: _____

Certificate of Conformity/ No Deviation {to be filled by the bidder}

To,

{Procuring Entity}

Additional Chief Electoral Officer

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

CERTIFICATE

I/ We certify that the price I/ we have quoted is inclusive of all the cost factors involved in
"collecting, transporting, unloading and delivering M3 VVPAT machines.

Thanking you,

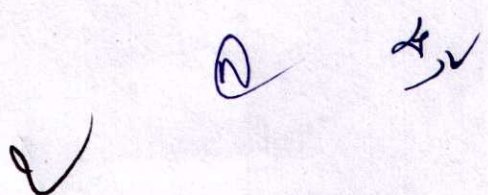
Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date :

Place:



Bill of Material (BOM)
(Requirement of Services to be provided)

Description of services	No. of Machines to be collected from district	Requirements			Bidders Acceptance for providing services as per terms and condition mentioned in the bid document (Yes/No)
		Vehicles	Persons	Services to be provided	
Collecting, transporting, unloading and delivering of M3 VVPAT (obsolete machines) from different districts of Rajasthan to BEL Panchkula Haryana	4286 (specifications of machines, weight etc, name of districts and address of BEL Panchkula, Haryana mentioned in Bid document)	6 or 7 Containers/ Open trucks of specifications mentioned in bid document	Two persons (1 Driver and 1 Helper)	Collection, unloading transporting and delivering of M3 VVPAT machines (Obsolete machines) from different districts of Rajasthan and transporting and delivering them to BEL Panchkula Haryana	

BID SECURING DECLARATION

Form of Bid Securing Declaration

Date: [insert date (as day, month and year)]
Bid No.: [insert number of bidding process]

To,

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

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with you, for the duration of contract starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- a. withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- b. having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - I. fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - II. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS,
- c. not accept the correction of arithmetical errors in accordance with the ITB; or
- d. breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful short-listed bidders , upon the earlier of (i) our receipt of your notification to us of the name of the successful short-listed bidders ; or (ii) thirty days after the expiration of our Bid.

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

Name:.....[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of:.....[insert legal capacity of person signing the Bid-Securing Declaration]

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

[insert complete name and address of the Bidder] Dated on day of , 20.... [insert date of signing]

Corporate Seal.....[affix corporate seal of the bidder]

Note:

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

Three handwritten signatures in blue ink are visible at the bottom of the page. The first is a simple cursive signature, the second is a more complex signature with a large loop, and the third is a long, sweeping signature.

Form No.2

Financial Bid Submission Sheet

Date:

NIB No.:

To,

{Procuring Entity}

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document
- (b) We offer to provide services in conformity with the Bidding Document and in accordance with the specifications, requirements of vehicles, delivery period, delivery destination and other requirements as specified in the bid for following -
Collecting, transporting, unloading and delivering M3 VVPAT machines (obsolete machines) from different districts of Rajasthan to BEL Panchkula Haryana (as mentioned in the bid).
- (c) The total Price for our Bid is:
- (d) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (e) We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be up to 3 short-listed successful bidders.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

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

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

R

K, V

|

✓

Financial Rate Quotation Format (BoQ)

For transporting/delivering M3 VVPAT machines (Obsolete Machines) from different districts of Rajasthan to BEL Panchkula Haryana

S. No.	Name and Description of Work	Cost including all services mentioned in column 2 with vehicles, fuel charges, halting charges of 2 persons etc and including all taxes
1	2	3
1	<p>Collection of M3 VVPAT machines (Obsolete Machines) from districts of Rajasthan and transportation, unloading and delivering of these items to BEL, Panchkula, Haryana. Providing 6 Open trucks/Containers including fuel, along with 1 Driver and 1 helper for execution of above work</p> <p>(Names of districts, destination at Panchkula Haryana, specifications of machine to be transported, type of vehicles required etc. are mentioned in bid document</p>	

Total amount in figures

Total amount in words

DRAFT AGREEMENT OF CONTRACT FORMAT
{to be mutually signed by selected bidder and procuring entity}
(This agreement shall be executed on the non-judicial stamp-paper)

Agreement

An agreement made this day of between
.....

(hereinafter called "the Supplier and service provider" [here "the means selected transport agency
"]), which expression shall, where the context so admits, be deemed to include his heirs
successors, executors and administrators of the one part and the Governor of Rajasthan/
..... (name of the Procuring Entity which expression shall, where the context so
admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for transport services certain Goods and Related
Services, viz., _____ and has accepted a Bid
by the Supplier and service provider for providing 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
4. In consideration of the payments to be made by the Procuring Entity to the service
provider as indicated in this Agreement, the service provider 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 resources shall be effected from the date of work order i.e. _____ and
completed by service provider within the period as specified in the bid document and as
per directions given by Election Department Rajasthan Jaipur.
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:-

(N)

de, ✓

↓

✓

Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5 %
Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0 %
Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5 %
Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10 %

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier
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. The Election department hereby covenants to pay the Supplier and service provider in consideration of the provision of the Goods and 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 time and in the manner prescribed by the Contract.

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

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