wherever it is deemed to be necessary, however, the DEOs are directed to prepare the Bid Document looking to the matter available as above and for every clause of the prepared Bid Document is the sole responsibility of the concerning DEO.

Open Competitive Online Bidding Process through e-Procurement Method for [Single Stage Two cover (Two Parts)] "Data Entry & Processing of Forms, Printing &Supply of Photo Electoral Rolls, Photocopies of E-Rolls& others, E-Roll Data Integration &Rationalization of Polling Stations using SLA Modules,Printing & Binding of BLO Register, Preparation & Supply of PS-CDROMs, Generation of Various Digital Print, Scanning, etc. as per specifications mentioned in the Bid Document under ECI Guidelines."
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 are available on the website of State Public Procurement Portal [http://sppp.rajasthan.gov.in]. 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 deviation.

3. 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 portal on or before the prescribed date/time. The PE/RISL shall not be responsible for any delay if bidder is not able to submit the bid in time due to any technical or non-technical reason whatsoever.

4. The prospective bidder should not wait up to the last date/time of submission of online bid. There might be some issues of internet connectivity, server related issues pertaining to online submission of bids. Bidders must be well-versed with the e-Proc Portal i.e. [http://eproc.rajasthan.gov.in]. Therefore, prospective bidders are advised to submit their bid well before the last date/time to avoid any problem if any arising at the eleventh hour. No reason on this account shall be entertained at any cost.
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<td>Opening of Bids</td>
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<td>On line Bid submission, Formats, Documents etc.</td>
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<td>Selection Method</td>
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<td>14)</td>
<td>Clarification of bids</td>
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<td>15)</td>
<td>Evaluation &amp; Tabulation of Technical Bids</td>
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<td>Evaluation &amp; Tabulation of Financial Bids</td>
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<td>Correction of Arithmetic Errors in Financial Bids</td>
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<td>20)</td>
<td>Procuring Entity’s right to accept or reject any bid or all bids</td>
</tr>
<tr>
<td>21)</td>
<td>Exclusion of bids/disqualification</td>
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<td>22)</td>
<td>Lack of competition</td>
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<td>23)</td>
<td>Acceptance of the successful bid and award of contract</td>
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<td>24)</td>
<td>Information and publication of award</td>
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<td>Right to vary quantity</td>
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<td>26)</td>
<td>Performance security</td>
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<td>27)</td>
<td>Execution of agreement</td>
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<td>28)</td>
<td>Confidentiality</td>
</tr>
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<td>29)</td>
<td>Cancellation of procurement/bidding Process</td>
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<tr>
<td>30)</td>
<td>Code of Integrity for bidders</td>
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<tr>
<td>31)</td>
<td>Conflict of interest</td>
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<tr>
<td>32)</td>
<td>Breach of Code of Integrity by the bidder</td>
</tr>
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<td>33)</td>
<td>Interference with procurement/bidding Process</td>
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<td>34)</td>
<td>Grievance Handling Procedures (Appeals)</td>
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<td>35)</td>
<td>Offenses by Firms/Companies</td>
</tr>
<tr>
<td>36)</td>
<td>Debarment from bidding</td>
</tr>
</tbody>
</table>

### 4. GENERAL TERMS AND CONDITIONS OF CONTRACT (GCC)

**Definitions**

1) Contract Documents
2) Interpretation
3) Language
4) Service of Notice, Documents & Orders
5) Scope of Supply or Schedule for delivery
6) Delivery & Installation (Whichever is applicable)
7) Selected bidder’s responsibilities
8) Purchaser’s responsibilities
9) Contract Price
10) Recoveries from supplier/ selected bidder
11) Taxes & Duties
12) Copyright
| 13 | Confidential Information |
| 14 | Specifications and Standards |
| 15 | Inspection |
| 16 | Testing charges |
| 17 | Rejection |
| 18 | Delivery period & Extent of Quantity – Repeat Orders |
| 19 | Transportation |
| 20 | Payment Terms and Schedule |
| 21 | Penalties |
| 22 | Import licence |
| 23 | Settlement of Disputes/Dispute Resolution Mechanism |
| 24 | Legal Proceedings |
| 25 | Patent Indemnity |
| 26 | Force Majeure |
| 27 | Termination (for default, of insolvency and of inconvenience) |
| 28 | Change Orders and Contract Amendments |
| 29 | Exit Management |

ANNEXURE-T1: Grievance Handling Procedure During Bid Process (Appeals)
ANNEXURE-T2: Form-1
ANNEXURE-T3: Technical Bid Submission Sheet
ANNEXURE-T4: FORMAT FOR PRE-BID QUERIES
ANNEXURE-T5: SELF-DECLARATION BY BIDDER
ANNEXURE-T6: CERTIFICATE OF CONFORMITY/ NO DEVIATION
ANNEXURE-T7: BILL OF MATERIAL (BOM)
ANNEXURE-T8: FORM OF BID SECURING DECLARATION
ANNEXURE-T9: SAMPLE PER & SUPPLEMENT FORMAT
ANNEXURE-T10: SAMPLE BLO REGISTER
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ANNEXURE-F3: FINANCIAL BID FORMAT (BOQ) PART-A & PART-B
ANNEXURE-F4: PERFORMANCE SECURITY DECLARATION
ANNEXURE-F5: DRAFT FORMAT OF AGREEMENT OF CONTRACT
## Abbreviations and Definition (Indicative List of used ones)

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<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC</td>
<td>Assembly Constituency</td>
</tr>
<tr>
<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto</td>
</tr>
<tr>
<td>Agreement/Contract</td>
<td>In a prescribed format of Agreement the successful bidder and the PE on non-judicial stamp paper of appropriate value which is a witness that both the parties shall abide by all the terms and conditions set forth in the agreement though out the contract period are even after that in special condition set forth in the bid document.</td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>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.</td>
</tr>
<tr>
<td>AV</td>
<td>Audio-Video</td>
</tr>
<tr>
<td>BDS</td>
<td>Bid Data Sheet</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>Bid Evaluation Committee (BEC)</td>
<td>Alias Departmental Purchase Committee (DPC) duly constituted by the organization for opening received bids and evaluate the bids till agreement is executed.</td>
</tr>
<tr>
<td>Bid Security/EMD</td>
<td>A security provided to the Procuring Entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents (Bid Security or Bid Securing Declaration, as the case may be).</td>
</tr>
<tr>
<td>Bid/ eBid/Bid/RFP</td>
<td>A formal offer made in pursuance of an invitation by a Procuring Entity and includes any bid, proposal or quotation in electronic format, bidding document (eProc and manual), Request For Proposal and bid document</td>
</tr>
<tr>
<td>Bidder/Bider</td>
<td>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 Procuring Entity.</td>
</tr>
<tr>
<td>Bidding Document</td>
<td>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 competitive bids</td>
</tr>
<tr>
<td>BMC</td>
<td>Bid Management and Monitoring Committee inter-alia Contract Management and Monitoring Committee</td>
</tr>
<tr>
<td>BoM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>CEO, Rajasthan Website</td>
<td><a href="http://ceorajasthan.nic.in">http://ceorajasthan.nic.in</a></td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Management and Monitoring Committee inter-alia Bid Management and Monitoring Committee</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>District Election Officer (Collector) Jaipur.</td>
</tr>
<tr>
<td>Consortium</td>
<td>Joint Venture or Consortium or Association of Bidders participating in the bid</td>
</tr>
<tr>
<td>Contract</td>
<td>A contract entered into between the Procuring Entity and the successful bidder concerning the subject matter</td>
</tr>
<tr>
<td>Contract/Project Period</td>
<td>The Contract/ Project Period shall commence from the date of issue of Work order till Years/Months of Operations &amp; Maintenance Services after commissioning of the project as mentioned in BDS.</td>
</tr>
<tr>
<td>Day</td>
<td>A calendar day as per GoR/ Go.</td>
</tr>
<tr>
<td>DEO</td>
<td>District Election Officer (Collector) Jaipur</td>
</tr>
<tr>
<td>DEO website</td>
<td><a href="http://www.jaipur.rajasthan.gov.in">www.jaipur.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>Digitization</td>
<td>Data entry of forms, correction thru checklist, and uploading</td>
</tr>
<tr>
<td>DPC</td>
<td>Departmental Purchase Committee alias Bid Evaluation Committee (BEC) duly constituted by the Procuring Entity for opening received bids and evaluating the bids till Agreement is executed.</td>
</tr>
<tr>
<td>ECI</td>
<td>Election Commission of India, New Delhi</td>
</tr>
<tr>
<td>ED</td>
<td>Election Department, Secretariat, Rajasthan, Jaipur headed by the Chief Electoral Officer (State Level Department)</td>
</tr>
<tr>
<td>EPIC</td>
<td>Elector's Photo Identity Card</td>
</tr>
<tr>
<td>e-Proc Portal</td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>ERO/AERO</td>
<td>Electoral Registration Officer/Assistant Electoral Registration Officer</td>
</tr>
<tr>
<td>ETDC</td>
<td>Electronic Testing &amp; Development Centre</td>
</tr>
<tr>
<td>FOR/FOB</td>
<td>Free on Board or Freight on Board</td>
</tr>
<tr>
<td>GoI/GoR</td>
<td>Government of India / Government of Rajasthan</td>
</tr>
<tr>
<td>Goods/Items/Material/Services</td>
<td>All articles, material, commodities, electricity, raw material, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods/items/Material/works/services, 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/items/Material/works/services if the value of services or works or both does not exceed that of the goods/items/Material/works/services themselves</td>
</tr>
<tr>
<td>GST</td>
<td>Goods and Service Tax Act 1st July, 2017 shall be abided by all stakeholders.</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology.</td>
</tr>
<tr>
<td>IFB</td>
<td>Invitation for Bids (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)</td>
</tr>
<tr>
<td>IFB/NIT/NIB</td>
<td>Invitation for Bids or Notice Inviting Bids or Notice Inviting Bidders (The document published by the Procuring Entity inviting Bids relating to the subject matter of procurement/bid and any amendment thereto and includes notice inviting bid and request for proposal) published in various newspapers and SPPP Portal i.e. <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>In Writing</td>
<td>Communicated in writing form through letter, fax, email on at-least bidders letter-head etc.</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee or the Currency of Republic of India</td>
</tr>
</tbody>
</table>
Services is entered into, but does not include any acquisition for “Final Publication, 2018 onwards” of any person made by any State Government.

**SLA (State Level Agency)**

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 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.

In this bid, SLA is also known as State Level Agency to facilitate the Election Department for Electoral Services Limited, YojanaBhavan Campus, Tilak Marg, Jaipur.

**SJD**

Rajasthan Transparency in Public Procurement Rules

**RISL**

National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.

**RFP**

Request For Proposals

**RajSWAN/ RSWAN**

Rajasthan State Wide Area Network

**RSDC**

Rajasthan State Data Centre, New IT Building, Jaipur

**RTPP Rules**

Rajasthan Transparency in Public Procurement Rules-2013 correlated with Act-2012 and its amendments

**RVAT**

Rajasthan Value Added Tax/Rajasthan Sales Tax

**SBD**


**Services**

Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a Procuring Entity and does not include appointment of any person made by any Procuring Entity.

**Singular/Plural**

If the context so requires singular means plural and vice versa.

**SLA (Service Level Agreement)**

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.

In this bid, SLA is also known as State Level Agency to facilitate the Election Department for Electoral Processes and its various functions to be digitized / computerized to produce acceptable results in proper format as per ECI Standards. In this case for Election Department, Rajasthan, Jaipur, the State Level Agency is “Rajasthan Electronics and Instrumental Limited – REIL(A Government of Rajasthan Enterprise), situated at 2, Kanakpura, Sarsi Road, Jaipur.”

**State Government**

Government of Rajasthan (GoR)
<table>
<thead>
<tr>
<th><strong>State Public Procurement Portal</strong></th>
<th><a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STQC</strong></td>
<td>Standardisation Testing and Quality Certification, Govt. of India</td>
</tr>
<tr>
<td><strong>Subject Matter of Procurement</strong></td>
<td>Job work of electoral works (electoral work is a very broad term, but only relevant shall be taken into use; such as data entry of electoral forms such as 6, 7, 8, 8A, 001 etc., processing, scanning, cropping/scanning of electors photo, printing of Electoral Rolls, BLO register, Voter-Slips, preparation of PDF files, PS-CD-ROM etc. as mentioned in the bid.</td>
</tr>
<tr>
<td><strong>Turn Key Basis Evaluation</strong></td>
<td>In the financial bid comparable rates of all components are added up bidder wise and thereafter out of the added up rates bidder quoting lowest rate is identified which will be further know as Successful Bidder. In the Turn Key basis project, individual rates of components of the financial bids are not compared.</td>
</tr>
<tr>
<td><strong>TIN</strong></td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td><strong>TPA</strong></td>
<td>Third Party Auditors</td>
</tr>
<tr>
<td><strong>WO/ PO</strong></td>
<td>Work Order/ Purchase Order</td>
</tr>
</tbody>
</table>
OFFICE OF THE DISTRICT ELECTION OFFICER & DISTRICT COLLECTOR, JAIPUR

[ROOM NO 109, COLLECTORATE, BANI PARK JAIPUR, 0141-2209003 E-Mail- dydeojpr@gmail.com]

NIB (NOTICE INVITING BIDS)

NIB No.  

1. Single Stage Two-cover unconditional bids are invited by District Election Officer, Jaipur on behalf of the Governor of Rajasthan for job work of electoral rolls as listed below, from reputed firms up to 11-00 AM of 18-09-2017.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of article/ item</th>
<th>Specifications</th>
<th>Quantity and unit</th>
<th>Price of Bid Document (Rs.)</th>
<th>Amount of bid security (Rs.)</th>
<th>Validity Period of bid</th>
<th>Place of Delivery and Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rates for,</td>
<td>As mentioned in the Bid Document.</td>
<td>As per Bid Document</td>
<td>1000</td>
<td>1 Lacs (02% of bid amount)</td>
<td>90 Days</td>
<td>As directed in the work order</td>
</tr>
<tr>
<td></td>
<td>a. Data Entry &amp; processing of Forms,</td>
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<tr>
<td></td>
<td>b. Supply of Error-Free E-Rolls,</td>
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</tr>
<tr>
<td></td>
<td>c. Integration of E-Roll Data &amp; Rationalization of Polling Stations using SLA modules,</td>
<td></td>
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<td></td>
<td>d. Printing, Binding &amp; Supply of BLO register,</td>
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<tr>
<td></td>
<td>e. Preparation of PDFs of Electoral Matter &amp; its Supply on (error &amp; virus free) optical media,</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>f. Preparation &amp; Supply of PS-CDROMs containing PDFs of E-Rolls&amp; others,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>g. Generation of Various Checklists, Correcting errors &amp; Digital printing, Photocopies of E-Rolls, Voter-Slips, Scanning &amp; others, etc. as per ECI Guidelines.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Price preference and / or purchase preference as per Instructions to Bidders shall be admissible in evaluation and award of Contract.

3. The complete Bid Document including the Conditions of Contract, evaluation and qualification criteria and procedure, bidding forms, designs, drawings, specifications, Delivery Schedule, etc. can be seen at or obtained from the office of the DEO, Jaipur during office hours on working days up to one day before the date of opening of bids, by paying non-refundable price as mentioned in above table in the form of cash, banker's cheque, or Demand Draft of a Scheduled Bank of India drawn in the name of DEO, Jaipur. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, (http://sppp.rajasthan.gov.in) or E Procurement Portal(eproc.rajasthan.gov.in) or the official web site of jaipur collector at (www.jaipur.rajasthan.gov.in) or DIPR (http://dipronline.rajasthan.gov.in) and the price of bidding Document may be paid along with user charges/processing fee, if any, at the time of submission of the bid.

4. Digitally signed duly filled in bid along with enclosures & supporting documents shall be uploaded on the e-Proc Portal i.e. eproc.rajasthan.gov.in upto 11-00 AM of 18-09-2017. Bids have been invited
electronically; therefore, the procedure for submitting price of Bid, bid Security, RISL processing fee etc. shall be submitted physically in the office of Procuring Entity on or before time.

5. The bids shall be opened/downloaded at 03-00 PM on 18-09-2017 in presence of the bidders or their representatives.

6. The Procuring Entity is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.

7. The bidders shall have to submit a valid 'GST' registration and 'VAT' clearance certificate from the concerned State Taxes Officer and the ‘PAN’ issued by Income Tax Department.

[Signature]

(SIDDARTH MAHAJAN)
[District Election Officer, Jaipur]
NOTICE INVITING BIDS (NIB)

Single Stage Two-cover unconditional bids are invited by District Election Officer, Jaipur on behalf of the Governor of Rajasthan for job work of electoral rolls as listed below from reputed firms upto **11-00 AM of 18-09-2017**.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of article/ item</th>
<th>Specifications</th>
<th>Quantity and unit</th>
<th>Price of Bidding Document (Rs.)</th>
<th>Estimated Amount of Bid (In INR)</th>
<th>Amount of bid security (Rs. )</th>
<th>Validity Period of bid</th>
<th>Place of Delivery and Delivery Period</th>
</tr>
</thead>
</table>

Details may be seen in the Bid Document available on the websites of [http://sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in), [http://dipronline.rajasthan.gov.in](http://dipronline.rajasthan.gov.in), our website [www.jaipur.rajasthan.gov.in](http://www.jaipur.rajasthan.gov.in), [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) and may be downloaded from these websites. While submitting their bids electronically, bidders shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). RISL Processing fee Rs. 1000/- shall also required to be paid.

[Signature]

(SIDDARTH MAHAJAN)
[District Election Officer, Jaipur]
## Bid Data Sheet (BDS)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>1.</strong> Ref. of invitation of bids</td>
<td>NIB No. ................. dated: .........................</td>
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</tbody>
</table>
| **2.** Name & Address of officer as the Procuring Entity (PE) And For clarification purposes | **District Election Officer (District Collector), JAIPUR**  
Jaipur  
| **Name** | **Sh. Siddharth Mahajan** |
| **Designation** | **District Election Officer (District Collector)** |
| **Address** | **ROOM NO 109, COLLECTORATE, BANI PARK JAIPUR** |
| **Phone No.** | **0141-2209003,2209043** |
| **Fax** | **-** |
| **Email** | **dydeojpr@gmail.com** |
| **3.** Subject Matter of Procurement | Data Entry & processing of Forms, Supply of Error-Free E-Rolls, Integration of E-Roll Data & Rationalization of Polling Stations using SLA modules, Printing, Binding & Supply of BLO register, Preparation of PDFs of Electoral Material & its Supply on (error & virus free) optical media, Preparation & Supply of PS-CDROMs containing PDFs of E-Rolls & others, Generation of Various Checklists, Correcting errors & Digital printing, Photocopies of E-Rolls, Scanning, Voter-Slips & others, etc. as mentioned in the Bid Document under ECI circulars. |
| **4.** FOR Destination | **Dy. District Election Officer, JAIPUR, ROOM NO 109, COLLECTORATE, BANI PARK JAIPUR** |
| **5.** Joint Venture / Consortium / Association of Bidders | Shall Not Be Allowed |
| **6.** Contract Period | 2 years from the date of executing the agreement |
| **7.** Bid Procedure | **Single Stage Two cover Bidding (Two Parts)**  
Through open competitive online bidding procedure at [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) |
| **8.** Mode of Bid Submission | Online through e-Proc Portal i.e. http://eproc.rajasthan.gov.in |
| **9.** Bid Evaluation Criteria (Selection Method) | Least Cost Based Selection (LCBS)- Financially L1 (Lowest) on Turn Key basis |
| **10.** Websites for downloading bidding document, corrigendum’s, addendums etc. | Websites:  
- [http://sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in)  
- [http://dipronline.rajasthan.gov.in](http://dipronline.rajasthan.gov.in)  
- [www.jaipur.rajasthan.gov.in](http://www.jaipur.rajasthan.gov.in)  
- [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) |
|   | Bid document fee: Rs. 1,000 (Rupees one thousand only) in Cash/ Draft in favour of “**District Election Officer (Collector)**” payable at “Jaipur”. |
|   | RISL Processing Fee: RISL Processing Fee: Rs. 1,000 (Rupees one thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.

| **11.** Estimated Bid Cost/Value | **50,00,000/- (Fifty Lakh Only)** |
| **12.** Bid Security and Mode of Payment | **100000/- in words One Lakh Only** (2% of the Estimated Cost of Bid Value)  
[0.5% of the above procurement of bid value in case of Small Scale Industries of Rajasthan, 1% of bid value in case of Sick Industries of Rajasthan other than SSI whose cases are pending with Board of Industrial and Financial Reconstruction (refer details given in this bid)]  
**Mode of Payment:**  
Banker’s Cheque or Demand Draft in favour of **District Election Officer payable at District: Jaipur** of a Scheduled Bank |
| **13.** Period of Sale of Bidding Document (Start/ End Date) | Start Date: 30-08-2017 from 03-00 PM  
End Date: 15-09-2017 upto 03-00 PM |
| **14.** Date/ Time/ Place of Pre-bid Meeting | Pre Bid Meeting Date/ Time: 06-09-2017 at 03-00 PM |
### Meeting

Pre-Bid queries submission: by 05-09-2017 at 03-00 PM after which no query would be accepted and also PBQs should be sent to the prescribed email only and not to be uploaded on e-Proc portal (signed hardcopy can be handed over to PE & softcopy should be sent through email address <dydeojpr@gmail.com>). Repeat queries handed over/emailed will not be treated responsive and entertained.

### Submission of Banker’s Cheque/ Demand Draft for Bid document, Bid Security and RISL Processing Fee*

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
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<tr>
<td>01-09-2017</td>
<td>15-09-2017</td>
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### Last date for the online submission of bids

Online at eProc website http://eProc.rajasthan.gov.in Up to 18-09-2017 at 11-00 AM

### Date/ Time/ Place of Technical Bid Opening

- **Date:** 18-09-2017
- **Time:** 03-00 PM
- **Place:** Dy. District Election Officer, JAIPUR, ROOM NO 109, COLLECTORATE, BANI PARK JAIPUR

### Date/ Time/ Place of Financial Bid Opening

Will be intimated later to the technically qualified bidders.

### Bid Validity

90 days from the last date of bid submission.

### Language of Bid

English

### Alternate Bids

Not permitted

### 1st Appellate Authority

Additional Chief Electoral Officer, Rajasthan, Jaipur

### 2nd Appellate Authority

Chief Electoral Officer, Rajasthan, Rajasthan, Jaipur

### Type of bid submitted

Original bid : Unconditional and with no deviation in specifications

### Bidder’s Detail:-

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<tr>
<th>a. Legal Name of bidder</th>
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<tr>
<td>Corporation</td>
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<tr>
<td>Individual</td>
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<tr>
<td>Sole Proprietorship</td>
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<tr>
<td>Limited Liability Partnership</td>
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<tr>
<td>Partnership</td>
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<td>Other, Pl Specify</td>
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<tr>
<th>b. Business Category: (Submit proof)</th>
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<tr>
<td>Corporation</td>
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<tr>
<td>Individual</td>
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<tr>
<td>Sole Proprietorship</td>
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<td>Limited Liability Partnership</td>
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<td>Partnership</td>
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<tr>
<td>Other, Pl Specify</td>
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<th>c. Address of Correspondence</th>
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<tr>
<th>d. Name of Authorized Signatory</th>
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<tr>
<th>e. Mobile Number1</th>
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<tr>
<th>f. Mobile Number2, if any</th>
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<tr>
<th>g. Telephone Number</th>
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<tr>
<td>STD Code ( )</td>
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<th>h. Fax Number</th>
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<tbody>
<tr>
<td>STD Code ( )</td>
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<thead>
<tr>
<th>i. Bidder’s Website name</th>
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<tr>
<th>j. E-Mail1</th>
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<table>
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<tr>
<th>k. E-Mail2, if any</th>
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### Note:

1) Bidder (authorised signatory) shall submit their offer of Technical and Financial Bid (Single Stage Two Cover 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 the Procuring Entity as prescribed in NIB on or before the given date/time and scanned digitally signed copy of same should also be uploaded along with the technical bid.

2) The Procuring 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 bidder.
4) In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft for Bid Fee, Bid Security and RISL Processing Fee on or before last date/time, its bid shall not be accepted. The Banker’s Cheque/ Demand Draft for bid document fee and Bid Security should be drawn in favour of District Election Officer, JAIPUR and the RISL Processing Fee in favour of “Managing Director, RajCOMP Info Services Ltd.” payable at “Jaipur” issued from any Scheduled Commercial Bank.

5) 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. 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).

6) RISL/Election Department will not be responsible for delay in online submission due to any reason. Whatever, Bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

7) Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-Bidding process.

8) Training for the bidders on the usage of e-Biding 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
   IP-Phone: 21177
   Email: eproc@rajasthan.gov.in
   Address: e-Procurement Cell, RISL, YojanaBhavan, Tilak Marg, C-Scheme, Jaipur

9) Procuring 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 is intended only to help the bidders to prepare a logical bid-proposal.

10) The provisions of RTPP Act, 2012 and thereto Rules, 2013 including amendment(s) shall be applicable for this procurement/bid. 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 shall be binding.
1. **Scope of Work (SoW):**

**Deliverables & Timelines:**

The bidders are requested to examine the Scope of Work (SoW), instructions, terms & conditions, specifications and ECI guidelines given in the bid or in the office of the DEO/PE. Failure to furnish all required information in every respect will be at the bidder's risk and may result in the rejection of bid.

It will be imperative for each bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. This PE/DEO shall not entertain any request of clarification submitted by the bidder regarding such legal aspects of submission of the bids.

It will be the responsibility of the bidder that all factors have been investigated and considered while submitting the bids and no claim whatsoever including those of financial adjustments to the contract awarded under this bid will be entertained. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the bidder to appraise themselves. The bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its bids for the contract and price quoted in the bid to cover all obligations under this bid.

It must be clearly understood that the terms & conditions and specifications are intended to be strictly enforced along with ECI guidelines in the subject matter or as mentioned in the bid. No escalation of cost by the bidder will be permitted throughout the period of contract or throughout the period of completion of contract whichever is later on account of any reasons whatsoever but benefit of price fall due to any reason shall be passed on to the Procuring Entity.

The Procuring Entity reserves right to cancel part or complete bids without giving any reason thereof which shall be accepted by all the bidders. The bidder should be fully and completely responsible to concerning Procuring Entity and State Government for all the deliveries and deliverables within the stipulated timelines.

**District Indicative Parameters:**

<table>
<thead>
<tr>
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<th>Name of District</th>
<th>Jaipur</th>
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<tbody>
<tr>
<td>1</td>
<td>Total No. of Assembly constituencies in the District</td>
<td>19</td>
</tr>
<tr>
<td>2</td>
<td>Total No. of Tehsils in the District</td>
<td>16</td>
</tr>
<tr>
<td>3</td>
<td>Total No. of Parts (Polling Stations) in the District</td>
<td>4458</td>
</tr>
<tr>
<td>4</td>
<td>Total No. of electors</td>
<td>4552516</td>
</tr>
<tr>
<td>5</td>
<td>Number of tentative electors to be added annually in PER</td>
<td>90,000</td>
</tr>
<tr>
<td>6</td>
<td>Status of last publication</td>
<td>Final publication of PER-2017 containing 2 supplements</td>
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</tbody>
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The contract period for the subject matter of bid is as mentioned in the bid Data Sheet (BDS) from the date of execution of agreement. The Procuring Entity has sole right to cancel any bid or all bids or the contract at any time without assigning any reason. If any other new requirement or work/job emerge which has not been covered in the existing work mentioned in the bid. The bidder may be to directed do it.

First of all, it is very important for the bidders to know all the system that are working in place to achieve the entire goal holistically. The vendor must understand all system/portals he has to work upon to effectively deliver output after completion of job in time otherwise penalty shall be invoked. The vendor must understand modules developed by REIL embedded into the existing Online ERMS system on which vendor will be working and on portals introduced by the Election commission of India (ECI) such as ERO-Net, NVSP etc. of which insight has been given in the section of SoW. Vendors are required to work on the systems as mentioned below. It is the bidders' responsibility to understand the following system carefully.

A. **ECI ERO-Net:**

The ECI ERO-Net is a system to integrate processes of Election Commission of India (ECI). The system enables National Rollout of the e-Services (NRES) to stakeholders. Electoral process has two distinct components, first is the maintenance of healthy Electoral Rolls (ERs) and second is the efficient conduct of elections. Each of these two components is proposed to be integrated at national level and managed through ECI-Net using Information Technology (IT). ERO Net is for ERs management and RO-Net is for assisting in conduct of elections. ECI-Net also envisages e-office to automate process flow in ECI along with digitization of all information & records. The system will enable extending various services to external stakeholders. The system will also help in improving efficiency and decision making of internal stakeholders.
ERO-Net brings in seamless processing of forms, easy handling of the databases, regular and simpler way of monitoring the ERs activities and maintaining the ERs health.

The system has three major components,

- **ERO-Net** links all EROs of Nation.
- **UNPER** Unified National Photo Electoral Rolls Data.
- **NVSP** National Voters Service Portal - Citizen Electoral services.

To provide services on NVSP at national level, data exchange services are deployed at each state. To integrate ERs at national level as Unified National Photo Electoral Rolls Data. The ERs data is managed and maintained on state server by using ERMS of respective states. The ERO-Net system provides a unified ERMS service at national level on secure cloud using UNPER. The data exchange services will still be there to maintain the ERs both at national and state servers. The state servers will have mirror image of latest synchronized data on which all operations related to ERs may be done at state level. The state servers will also act as disaster recovery remote servers for UNPER. The overall scope of ERO-Net is to develop a web based system for Electoral officials. The ERO-NET provides following functionalities in ERs management,

1. **Processing of electoral forms**
   a. View dashboard for overall processing.
   b. Processes and specifications for digitization and scanning.
   c. Assigning part number and BLO.
   d. Generation of checklist for field verification by BLO.
   e. Entering field verification report.
   f. Schedule hearing with electors/ objectors or field re-verification.
   g. Getting feedback from ERO of previous AC.
   h. Sharing outcome of possible repeat entries with ERO(s) concerned.
   i. Approve/ Reject forms.

2. **Maintain electoral rolls**
   a. Generation of EPIC and inclusion in electoral rolls.
   b. Modification in electoral rolls.
   c. Migration/ Deletion in electoral rolls.
   d. Generation of various formats (formats 1 to 11A).

3. **Polling Stations Management System**
   a. GIS location of PS.
   b. Part & Section boundaries on GIS.
   c. AMF Mapping.
   d. Part & Section optimization based on ECI guidelines.

**Electoral Services through ER entries**

- Web Portal (NVSP),
- Mobile App (Android, iOS, Windows),
- SMS gateway,
- E-mail.

Electors and Citizens get following information on the ER entries
The inclusion, shifting/migration, modification or deletion in the electoral roll is done by submitting ER forms. Applications can be filed online through portal, Mobile Application, SMS, National Call Centre (NCC) or by submitting the filled-in forms to ERO/ AERO/ BLO of his or her constituency in paper or through electronic submission using NVSP portal.

In electronic form
- Online Form from http://nvsp.in, or
- Through Mobile App, or
- Through SMS.

In physical form
- Filling up form and submitting to ERO/AERO of his or her constituency.

Different types of forms and their details are as given below:

1. Form Processing Through ERO-Net
   a. Applicant fills form online on NVSP/ Mobile App/ SMS/ or submits physical form.
   b. In ERO-Net digitization of offline forms data is done.
   c. Alert is sent to user indicating submission of forms.
   d. Offline validations and checks are undertaken. Also alert is generated to AERO/ ERO and users indicating the submission/Scanning of forms including supporting documents. The digitization of images done.
   e. The BLO of previous AC does field verification at old address in 7 days and gives feedback as Shifted/ Dead/ No Such person/ still living in the old address.
   f. ERO of old AC sends BLO field verification report to new ERO in 14 days. If found shifted from old place, the ER entry is Marked for Migration to new ERO.
   g. Election Officer ERO/ AERO checks whether the form is ok to process further.
   h. If part IV is filled in Form 6 application - corresponding ERO/ Supervisor/BLO is informed by alert.
   i. The Checklist for field verification by BLO is generated.
   j. Alert is sent to applicant and concerned Supervisor/ BLO.
   k. BLO collects copy of form, supporting documents, and checklist. He does field verification using hard copy of checklist and sends outcome by SMS/ mobile app and sends filled in checklist electronically.
   l. The report of BLO is entered by data entry operator.
   m. Supervisor checks the form and field verification report, add his/ her remarks and submits to AERO.
   n. ERO/ AERO recommends based on inputs, such as documents submitted, field verification report(s), Objections received and remarks of other ERO.
   o. ERO rejects/ accepts/ schedules hearing. ERO may order re-verification process as well.
   p. Alert is sent to applicant about decision/ schedule of hearing.
   q. If ERO accepts the form either new EPIC is generated or old EPIC is retained in case of migration and the record is included in the E-Roll. In case of approved modifications the record in E-Roll is updated.
   r. If EPIC is to be printed then Generation of EPIC image (pdf) and link to printer is activated. Alert is sent to user indicating submission of forms.
   s. On completion of EPIC printing, alert goes to Elector to collect his EPIC from a designated place/ await delivery by BLO.
   t. If Appeal is filed before DEO/ CEO entire data moves to new level & process is repeated.

2. Online Form Processing – In Nutshell
   The applicant submits the form online at www.nvsp.in and on completion of the same gets the SMS/ email alert. Thereafter AERO checks the application for further processing. If ok, AERO assigns part and section number to the form. The BLO is either automatically or manually assigned. BLO can also be reallocated if desired. ERO/ AERO also generates a checklist, which includes demographically matched entries, for BLO to process further. The ERO/ AERO sets target date for BLO to process allocated forms. BLO also takes a physical print of the application as part of package required for field verification. BLO does field verification and executes the checklist. In case age is greater than 25 years, an undertaking is taken from the applicant. BLO makes comments on demographically similar entries and takes signature on physical form from applicant. BLO submits the information to the data entry operator who in turn enters the BLO report, corrections and supporting documents. Supervisor thereafter verifies the checklist and submits it to the ERO/ AERO, who reviews the checklist and gives observation to the ERO. The ERO if approves
application, an EPIC is generated and updations are done in central e-roll. If however ERO rejects the application, information is sent to the applicant about Schedule hearing or for re-initiating the process.

3. **Offline Form Processing – In Nutshell**
   Physical forms from different locations arrive at the ERO office. Data Entry Operator at ERO office fills the count of received forms according to form count and AERO allocates jobs for the data entry operators. AERO thereafter generates QR code data file and assigns SLA for printing and affixing QR codes. These QR codes affixed forms are given to the SLA for scanning. SLA handovers digitized copy of the forms to AERO. The Data Entry Operator uploads digitized forms to ERO-Net one by one manually. Thereafter digitized offline forms are processed as per online processing.

**Note:** Here it is pertinent to mention that all the bidders will work according to ED/DEO/ECI guidelines issued in time to time. As of now, as per the ECI information, QR code has been removed from the system.
B. National Voter Service Portal (NVSP):
The Election Commission of India (ECI) in its endeavour to put in efforts in providing all possible support services to electors with the help of IT tools has created the National Voter Service Portal (NVSP – www.nvsp.in). The portal was launched on 25th January 2015 on the occasion of National Voters’ Day with an aim to provide single window services to electors. Election Commission of India (ECI) has launched the National Voter Service Portal (NVSP) to create a single platform for voters to access all services provided by it. Voters will be able to apply online for new voter card registrations, and also apply for corrections in existing voter cards, through this website. NVSP has been made available from ECI website wwweci.nic.in. Users can visit the website and click on to NVSP link to avail the services. The site has been developed by the Centre for Development of Advance Computing (C-DAC), Pune. Various services being offered through NVSP are:

1. Search the name in Electoral List.
2. Apply on line in English/Hindi Language for new registration in Form 6, 6A, 7, 8 & 8A.
3. Apply online for corrections, if any.
4. User can view details of his Polling booth, Assembly Constituency and Parliamentary constituency.
5. User can get the contact details of Booth Level officer, Electoral Registration Officer and other Election officer.
6. Users can get link to CEO offices websites
7. Users can view audio visual short films to get educated about election processes.
8. Audio Visual scripts are also available for getting to know about the polling processes.
9. Users can watch a short educational film on Electronic Voting Machine (EVM)
10. Year 2015 has been marked for “easy registration and easy correction” During this year, ECI will endeavour to put in efforts in providing all possible support services to electors with the help of IT tools. NVSP is one of them. And now ECI theme is “No voter is left behind”.
11. The NVSP has been revamped looking to the new portals which have introduced in to interlink to provide one stop solution to Indian citizen.

C. About Online ERMS (Electoral Roll Management System):
All data entry of Forms and processing may also be done in ERO-Net system. The ERMS shall be used for State Specific need to be met out after downloading E-Roll data from the Unified National Photo Electoral Roll (UNIPER) i.e. ERO-Net. The use of ERMS would the limited and complement to ECI provided ERO-Net system. Here it very cleared that at some moments ERO-Net will be used and sometime ERMS, therefore, the successful vendor has to work on both the systems after fetching data from the relevant Database System. Looking to this fact, all the stakeholders must know about the ERMS. The Electoral Roll Management System (ERMS) enables to maintain the complete electoral roll of state. The intensive & summary revisions i.e. updation, additions and deletions required in the electoral roll can be easily managed and also the time and expense on the information storing, sharing and publishing will be reduced. The application software provided by the ECI, will reduce the manual work, streamline the operation and hence increase efficiency, transparency and the productivity. It will also facilitate in publishing of accurate and timely electoral roll. Online ERMS allows electoral roll to revise every year to add the names of those who are to turn 18 on the 1st January of that year or have moved into a constituency and to remove the names of those who have died or moved out of a constituency. The ERMS will cover the entire process of Electoral Roll preparation for the state from Electoral Roll Revision data management to final Electoral Roll publishing. One of its salient features is have centralized database system, therefore, at the end the Election Department collects data (PDF/MS SQL Data) in CD/DVD at Headquarter from all the Districts which are a time consuming process to meet the timelines. This complex task will not exist after implementation of Online ERMS as the Database shall be residing on the centralised server kept in the Rajasthan State Data Centre under the supervision of NIC. Also it will automatically force to have data integrity, consistency & validation checks and maintain uniformity across the state. This will minimize errors in E-Rolls and its components.

The system will be a mix of client - server & web-based technologies. System shall work efficiently on even slow client end machines (P-III and above) as compared to faster machines. To stop unauthorized users to exploit the system, ERMS is password protected. System will have auto built-in checks to the extent possible in data entry to minimize errors in E-Roll. System shall update the electors’ data in all related tables once it is entered in a master table (minimizing the data redundancy).

Every possible effort shall be made to make an error free Electoral Roll which is the most important pre-requisite. Detailed “Scope of Work” is given to explain the data preparation (data entry of all kinds of forms specified by ECI), and supply of Electoral Rolls and other electoral related components. The Online ERMS provided by ECI with some customization and addition of modules locally, has the following salient features but not limited to the same:

1. Integration of Electoral Roll (Integration of all E-Roll data of previous Mother E-Roll data with all Supplements as on date shall be required to prepare Mother Roll data) (Sample PER Format Annexure-T9). This shall be applicable before all publication of Draft Publication of E-Roll. This process shall be repeated every year under the direction of DEO/ECI.
2. Rationalization of polling stations shall be done every year as per the ECI guidelines using its module provided by REIL integrated into Online ERMS. This shall be applicable before all Draft Publications of E-Roll. This process shall be repeated every year under the direction of DEO/ECI.
3. Preparation of PDF, Printing of E-Roll Electors and Service Electors on appropriate media
4. Data entry of forms, as the case may be.
5. Merging of photographs from picture format to binary format, as the case may be.
6. Digital printing of error free / 100% corrected PER at the time of Draft Publication, Final Publication and as and when required. In case of error is found in E-Roll/PER, all the relevant pages shall be printed without any extra cost.
7. Searching of electoral data
8. E-Roll Data fetching from ECI ERO-Net server
9. Printing of Part’s header page, electoral roll and many other statistical reports
10. Printing of voter slip at the time of election etc.

The system is using following system software / tools:
1. Microsoft Server Platform Ecosystem
3. RDMS - Microsoft SQL Server 2012 Standard Edition
5. Web Server System Software - Microsoft IIS with Front End Tool as ASP.Net & C#

The Online ERMS software is operational at all the 33 districts with the result the ERMS client software connects to centralized database (Centralized Online ERMS). ECI provided Web-services have also been installed on the centralized server to synch data with NVSP Portal.

Note:
- No vendor shall be allowed to use their own developed software for electoral services as defined in the bid document otherwise it will be treated as a breach of agreement.
- All the salient features of the So imbied in the bid Document will be repeated yearly during contract period (though the PE shall immediately bring the next contract into place in time after completion of this one, however, successful bidder may be asked to do the same job even after expiry of the contract period as a statutory requirement till next successful bidders takes over or is placed properly to start the work for which the work order shall be placed by the concerning DEO in time and payment shall also be given on the basis of the contract made earlier).

D. Role of Vendor:

1. Data Entry of all kinds of forms:
   a. Successful bidder will have to enter data of all kinds of forms viz. Form 6, 6A, 7, 8, 8A, 001 etc., reports, ps-information (rationalization), scanning of electors’ photo, etc. received in systems/from citizens or any other method i.e. regular method - continuous updation, special/summary/de-novo revision, special campaign, etc. and print checklist(s) till all the corrections have been made. This task should be irrespective of the system as to whether ERONET or ERMS or Integration or Rationalization modules. The vendor will also complete the job of entry with processing within the given time period positively otherwise penalty shall be imposed as per LD clause.
   b. Once the data entry has been made, successful bidder/vendor has to provide checklist(s) till all corrections have been made and approved.
   c. Final digital printout and photocopy of the same shall be given as per the directions of DEO/ERO.
   d. If a large amount of forms are received, the successful bidder shall arrange required extra manpower and hardware to complete the job of data entry / processing jobs within the time duration given by the DEO/ERO, otherwise penalty shall be imposed as per the LD clause. For this no extra cost shall be payable.

2. Integration: Process of Integration of all E-Roll data of previous Mother E-Roll data with all supplements through the module developed by the REIL embedded in the Online ERMS shall be done as per the ECI guidelines (Sample PER Format Annexure-T9). Presently
integration will be done on ERMS. This shall be applicable before Draft Publication of PER every year. After processing the integration of E-Roll:

a. Checklist(s) is to be printed for correction
b. Modification in E-Roll by way of entry, correction etc.
c. Final digital print of 100% error/correction-free E-Roll
d. The final publication of Draft E-Roll will be 100% error/correction-free.

3. **Rationalization:** Process of rationalization of all polling stations through the module developed by the REIL integrated in the Online ERMS will be done as per the ECI/DEO/ERO instructions. This will be applicable before Draft Publication of E-Roll every year, if required by DEO/ERO as per ECI instructions. Processing the rationalization of polling stations:

a. Data entry of rationalization proposal into the ERMS system
b. Checklist(s) shall be printed for correction and marked corrections shall be incorporated in the system
c. Final digital printout of Polling Stations with mapping (after all corrections have been made through the checklist/correction list) with new Polling Stations.
d. The rationalization of PSs will be done under the guidance of DEO/ERO & ECI for final publication of Draft E-Roll which will be 100% error/correction-free (in case of error then all the errors will have be corrected by the successful bidder).

4. **ERO-Net (In case it is implemented and made fully operational):**

a. Entering data of all forms, reports etc. into ECI provided unified portal under ERO-Net system with accuracy by providing check-list(s) and correction list as specified in the ERONET system defined. Scanning form & enclosures, capturing/cropping of applicants’ photo as per ECI guidelines & checking quality of Scanned Forms before uploading themas mentioned in the ERO-Net of SoW section (these shall be applicable in all situation whether large number of forms are being processed or less, the vendor has to put sufficient resources such as addition of trained data entry manpower with more computing resources without any extra cost for necessary data entry & processing to be made within the time period given).

b. Entering data of dead voters in lots, its checklist shall be provided for necessary correction and thereafter provide final error/correction free digital print list. After having done so, the updation of E-Roll data shall be done accordingly under the full directions of DEO & ECI guidelines.

c. Correcting various types of errors provided ECI, into E-Roll with checklist of only those electors against which corrections have been made with final 100% error and correction of those electors’ list.

d. Vendor will prepare AC wise directory (name: <S20ACnnn>; n = AC number in 3 digits e.g. for AC no. 9 it will be S20AC009 and for AC no. 200 it will be S20AC200. There will further sub-directory in the name of Parts in the AC viz. <nnn> e.g. 001, 028, 198 etc. Again there will be further sub-sub-directory for Form-6, Form6A, Form-7, Form-8, Form-8A, Form-001 etc. In these directories all the scanned forms will kept and stored locally. This work will be understood by the technical nodal officer of the district.

5. **ERMS (In case ERO-Net has not been implemented):**

a. Entering data of all forms (Hindi & English) into Online ERMS with accuracy and scanning/cropping of applicants’ photo as per ECI guidelines. Thereafter, providing check-list(s) for correction (these shall also be applicable in all situations whether large number of forms are being processed or less, the vendor has to put sufficient resources such as addition of trained data entry manpower with more computing resources without any extra cost for necessary data entry & processing to be made within the time period given).
b. Entering data of dead voters in lots, its checklist shall be provided for necessary correction and thereafter provide final error/correction free digital print list. After having done so, the updation of E-Roll data shall be done accordingly under the full directions of DEO& ECI guidelines.

c. Correcting various types of errors provided ECI, into E-Roll with checklist of only those electors against which corrections have been made with final 100% error and correction of those electors’ list.

6. **Printing and Supply of PER:**
   After having all corrections done, the successful bidders shall have to digitally print and supply of error&correction free PER as per directions of DEO/ERO& ECI guidelines. The vendor will also update the details of control tables of Electoral Rolls of concerned constituency (i.e. master information’s), if required.

7. **Printing BLO Register with spiral bound:**
   The printing of part wise BLO register (sample is placed at Annexure-T10) with spiral bound as defined in the bid.

8. **Maintenance of Control Tables:**
   a. Maintenance of control tables which include necessary data entry, correction, if errors exist, and keeping in final shape and up-to-date database.
   b. Verification of control table, meaning thereby these control table should be updated, error/correction free

9. **Printing of Voter-Slips:**
   The printing of voter-slip in the ECI standard format shall be printed as per directions of DEO/ERO.

10. **Others:**
    a. Successful bidder would execute the complete work as prescribed in bid document under close coordination of DEO/its designated Officer or ERO.
    b. After placing of LoI by DEO, successful bidder shall have to open office within week’s time and start operating with minimum technical/non-technical manpower and equipment as mentioned in the bid.
    c. It is the duty of bidder/vendor to obtain and handing over all the items/data required to execute the work as per scope which ultimately be the property of Government that cannot be reproduced in any form by them or retain with them in any form.
    d. All payment after verification shall be done by the DEO as per payment terms and conditions mentioned in the bid.
    e. After contract period, bidder shall smoothly be exiting.

**Note:**
All kinds of data entry of forms, reports etc. on any portal, scanning electors’ photo, form processing, printing of checklists for marking corrections, making corrections through the checklist providing 100% error and correction free final digital print (as per directions of DEO/ERO) shall be the responsibility of the vendor (for which he cannot deny for any work related to the scope of the work) otherwise checklist shall be printed again which will again be corrected and so on and so forth, meaning thereby, the final digital printout shall be 100% error &correction-free.

**E. Preparation of Draft Photo Electoral Roll:**
1. At present the system has integrated Photo Electoral Rolls-2017 along with other two supplements S01 and S02.
2. Vendor has to process rationalization and integration of ER-Data, after making necessary data entry in to the relevant modules provided in the system as mentioned above to provide their individual checklists for corrections for final digital print-out which should be errorfree otherwise check-list shall be printed and correction will be made before final digital printout is provided.

3. The Contractor firm will also update the details of control tables of Electoral Rolls of concerned constituency (i.e. master information’s), if required.

4. The contractor firms should maintain 100% accuracy while the entering the data and during updation of database of Photo Electoral Rolls.

5. The contractor firm will prepare and supply part wise checklists of Draft Photo Electoral Rolls in the prescribed format. Moreover, there will be maximum 30 entries of electors in one page but page break will be given after each section. The formats of the Electoral Rolls & its supplement have been provided in the bid document.

6. The standard software for integration & generating the printout of Photo Electoral Rolls, MIS reports, has been integrated into ERMS by the State Level Agency (SLA) of the Department.

7. The Contractor firm will be provided the checklists of Draft Photo Electoral Rolls along with the original record (if any), to the concerned DEO/ERO concerned for proof reading again.

8. The DEO will make arrangements for checking of checklists of Photo Electoral Rolls by EROs and mark corrections, if any; and return them to contractor firm for incorporating corrections in the database, the contractor firm will generate one digital printout of part-wise Draft Photo Electoral Rolls and supply it along with the checklists to the concerned DEO for proof reading again.

9. If concerned Electoral Registration Officer finds after 100% checking that all electors along with corrections have been incorporated in checklists and the electors have been shifted at the desired places and there are no unauthorized additions, deletions or changes in the entries of the electors then he will ask the contractor to give final digital printout of Draft Photo Electoral Rolls. However, if there are any mistakes in the checklists then he will mark corrections, which will be incorporated in the checklists, and a revised checklist will be given. The Electoral Registration Officer will ask for final digital printout only after he is satisfied that the firm has carried out all the corrections, shifting etc. If concerned Electoral Registration Officer finds that the final Digital printout is the same as the final checklist then he will authenticate the single side printed final printout of Photo Electoral Rolls (i.e. Draft Photo Electoral Rolls for the decided referenced year) with their seal and signature, otherwise they will mark the corrections in the final printout and send it to contractor firm for fresh printout. After incorporating reported corrections, the contractor firm will again supply the fresh digital printout (single side printed) of these polling stations to the concerned District Election Officer for authentication. The concerned Electoral Registration Officer will authenticate the final printout only after minute checking to ensure that all corrections are incorporated in the final printout.

10. Printout of Division-A of constituency, Map of concerned constituency, and summary report of each part will be prepared and supplied along with printout of supplement. Printout of Division-A & Map of each part will also be prepared & supplied with the Draft Photo Electoral Rolls. List of polling stations will be prepared and supplied along with Draft photo electoral roll and supplement both in time.

11. The contractor firm will also supply **10 sets (or as specified by the DEO)** of photocopy set(s) of Draft Photo Electoral Rolls & **10 sets (or as specified by the DEO)** of PS-CD/DVD ROMs of each assembly constituency to the concerned District Election Officer within specified time period from the date of receipt of the authenticated final printout of Photo Electoral Roll. PS-CD/DVD ROM shall be prepared without images of the electors. Contractor firms should ensure that PS-CD/DVD ROM supplied by them must be identical with the authenticated copy of the Photo Electoral Rolls. These all optical media should be virus free media.

### F. Preparation of Supplement-01 (SR) and Final Publication of PER:

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1. During the Summary Revision of Electoral Rolls after Draft Publication of PER w.r.t. to the reference date of every year, the successful bidder will digitize all the received forms by entering data of all application Forms, as the case may be, in the appropriate system defined/directed by DEO/ERO, with a unique application number, also scan the photograph of the concerned electors and upload it to the database of Electoral Rolls. This should be done within given period of time otherwise penalty shall be imposed.

2. In the database of Photo Electoral Rolls, the details of the electors are maintained in bilingual (Unicode vernacular language) i.e. Hindi & English both. Therefore, the contractor firm will also enter and update the details of electors in English.

3. Only these forms will be incorporated in the supplement-01 of Final Photo Electoral Rolls-2018 onwards, which are accepted by the ERO concerned.

4. After entering all the received forms during the summary revision for the data of PER every year, contractor firm will supply the checklist of Supplement of Summary Revision to DEO/ERO concerned for proof reading till it becomes error/correction free.

5. The DEO will make arrangements for checking of above checklist of Supplements and mark corrections, if any and return them to contractor firm for incorporating corrections.

6. The contractor firm will incorporate all the corrections and further generate final digital printout (Single side, single page) of Supplement only after all the generated checklist have been checked & correction have been incorporated in the ER-Database and supply it along with the checklist to the DEO/ERO concerned for authentication (Note: provide checklists for corrections for final print-out which should be error & correction free otherwise check-list shall be printed one after another and correction will be made before final digital printout).

7. The concerned ERO will authenticate the final digital printout (Single side, single page) of Supplement with his seal and signature, if he finds that all the corrections have been incorporated in the digital printout (Single side, single page), otherwise he will mark the corrections in the supplied digital printout and send it to contractor firm for updating. The concerned Electoral Registration Officer will authenticate the final printout only after minute checking to ensure that all corrections are incorporated in the final printout.

8. Every year final publication of PER shall be done after Summary Revision w.r.t. reference date/year which would be (a) a set of Draft PER recently finalized and printed in the recent past and (b) a printed set of Supplement 01 after summary revision.

9. PDF of the same is prepared and supplied on suitable readable, error free & virus free magnetic optical media (CD/DVD) for publishing on the CEO’s official website.

10. The contractor firm will supply as specified final digital printout (Single side, single page) of supplement-01 of Photo Electoral Rolls after Draft Publication of PER along with as specified number sets of photocopy sets (10 set or as specified by the DEO concerned) and as specified number sets PS-CD ROM (10 set or as specified by the DEO concerned) of supplement-01 to the DEO concerned latest by <Date to be mentioned by DEO> with in time specified by the DEO.

G. Preparation of Supplement of continuous updation after Final Publication of Photo Electoral Rolls:

1. After Final Publication of Photo Electoral Rolls, during the contractor period, the contractor firm will also prepare the supplement of continuous updation.

2. After Final Publication of Photo Electoral Rolls w.r.t. to the reference date of every year, the contractor firm will digitize all the received forms by entering data of all application Forms-6, 7, 8, 8A, 6A etc. as the case may be, in the appropriate system defined/directed by DEO/ERO, with a unique application number, also scan the photograph of the concerned electors and upload it to the database of Electoral Rolls. This should be done within given period of time otherwise penalty shall be imposed.
3. In the database of Photo Electoral Rolls, the details of the electors are maintained in bilingual (Unicode vernacular language) i.e. Hindi & English both. Therefore, the contractor firm will also enter and update the details of electors in English.

4. During the preparation of supplement of continuous updation, the contractor firms should maintain 100% accuracy by digitizing all the received forms by entering data of all application from Forms-6, 7, 8, 8A, 6A etc. with a unique application number, also scan the photograph of the concerned electors and upload it to the database of Electoral Rolls after checking quality of scanned forms.

5. The concerned ERO will authenticate the final digital printout (Single side, single page) of Supplement of continuous updation with his seal and signature, only if, he finds that all the corrections have been incorporated in the digital printout, otherwise, he will mark the corrections in the supplied digital printout and send it to contractor firm for updating. The concerned Electoral Registration Officer will authenticate the final printout only after minute checking to ensure that all corrections are incorporated in the final printout.

H. Printing & Binding of BLO Register-

Part wise BLO Register shall be printed as per indicative sample format placed at Annexure-T10 in the bid document or the any new format provided by the DEO/ERO as per ECI guidelines. This shall be printed once in a year after the integrated Draft Photo Electoral Roll and rationalization of PS, if any, in a booklet form. BLO register shall have approx. 20 static and 50 dynamic pages (indicative - the dynamic pages may increase or decrease as per the no. of electors in the part), therefore, one BLO Register shall contain 70 pages approximately. In the dynamic pages all the entries shall be printed from the integrated Draft Photo Electoral Roll. After the preparation of BLO Register, it should be soft bound as follows (indicative):

a. All pages except cover page would be white, A4 size, standard ISI marked paper of thickness of 75 GSM laser printer papers.

b. All pages will be systematically arranged and the complete prepared BLO register is prepared by using a spiral of continuous wire or plastic looped through holes in papers.

c. Spiral bound with both side (front and back side) Standard best quality A4 size PP (Polypropylene)/PVC sheets for spiral bind that should flexible, smooth finish, tear-proof, durable. Front PP/PVC sheet may be opaque (not fully transparent) white and back is fully one colour e.g. green, yellow, orange, red, blue, black etc. sheet.

d. Inside first page should have proper superscript text as shown in sample BLO register placed at Annexure-T10, with appropriate design, if any.

Note:- The format of BLO register annexed at Annexure-T10 is a sample format which may vary as per ECI prevailing guidelines. There may be change in no. of static pages also as per ECI prevailing guidelines.

I. Voter Slips:

Photo Voter Slip –For convenience to voters on day of poll, pre-printed official voterslips containing photograph of voter and details available in the photo roll such as Number and Name of Constituency, Part No., Name, Gender, EPIC No., Relatives name, Serial No., Polling Station No. and Name and Date, Day and Time of poll are distributed to all enrolled voters by District Administration. The Voter-Slip will be printed by the SLA (Reil) developed modules integrated into ERMS software. Photo Voter Slips are duly authenticated by Electoral Registration Officer and distributed through Booth Level Officer as per the schedule for distribution. The undistributed Photo Voter Slips shall be kept by Booth Level Officer. No photocopy of Photo Voter Slip is allowed for distribution purpose. Any unauthorized distribution/ possession of Photo Voter Slip shall be considered as violation of provisions of Representation of People Act, 1951 and Indian Penal Code. The electoral roll now has the photos of almost all electors and in many States, the photo coverage is 100%. Most of the electors have the Electoral Photo Identity Card. As the date of poll approaches, a Photo Voter Slip is also handed over to each elector through the Booth Level Officer.
All these have served to minimize the scope for impersonation. Suggestive and indicative sample of Voter Slip is placed at Annexure-T11.

J. Digital Printing:

a) Specification of Paper:
The vendor will print all the above electoral material like checklists of E-Roll, final digital printout of E-Roll, voter-slips, BLO register, any reports or any other electoral material as per requirement of DEO/ERO, on the best quality paper viz.:
i. ISI marked, White colour, A4 size, 75 GSM thickness laser printer paper;
ii. Crinkles (सलवटें) free paper;

b) Quality of Printing Matter on the Paper:
So far as the quality of the printout is concerned, the vendor has to provide digital printouts having following details:
i. Clear legible letters and idenfiable figures, if any, no blur print;
ii. No tonner lines (vertical or horizontal line due to tonner);
iii. No misprinting of letter(s);
iv. No double or shadow letters print;
v. No tonner spread on paper or even no tonner spot of any size;
vi. No crinkles while printing of digital print;

c) Testing of Paper/Quality of Printing:
i. Procuring Entity can get the paper, used by the successful bidder, tested any time during contract period from any government authorised testing laboratories. In case, it is found that paper specifications are not matching with the above min. specifications, the entire work has to be provided on the specified papers for which all the cost shall be borne by the bidder.

ii. Procuring Entity can be got the quality of the printing on paper examined/tested by in-house Committee constituted. In case, it is found that quality of printing on the paper specified, are not matching with the above min. specifications, the entire work has to be reprinted on the specified papers for which all the cost shall be borne by the bidder.

K. Scanning:
Vendor has to scan all electoral forms / any other material on 200-300 DPI black & white using good quality scanners up to legal size paper without any line or spot otherwise the scanner has to be replaced with better quality. Also cropping of photo of electors by scanning from the form which shall be conforming to the ECI guidelines as mentioned in bid. Both sides scanning through duplexer in the scanner equipment.

L. Photocopy of Electoral Material:
a) Specification of Paper:
The vendor will photocopy(ies) of final printout of E-Roll, any reports or any other electoral printable material as per requirement of DEO/ERO, on the best quality paper viz.:
i. ISI marked, White colour, A4 size, 75 GSM thickness laser printer paper;
ii. Crinkles (सलवटें) free paper;

b) So far as quality of photocopied material, it should have quality printout and legible photocopy printing.
c) **Testing of Paper for Photocopying:** Procuring Entity can get the paper, used by the successful bidder, tested any time during contract period from any government authorised testing laboratories. In case, it is found that paper specifications are not matching with the above min. specifications, the entire work has to be provided on the specified papers for which all the cost shall be borne by the bidder.

M. **Preparation and Supply of PS-CD-ROM:**

After every publication of Draft PER and Final PER, the vendor has to prepare definite number of error and virus free PS CD/DVDs as directed by DEO/ERO in individual original hard jacket properly superscripted of the content and supply to the designated officers as per rules or ECI guidelines.

N. **Capturing Photograph of Electors -**

Vendor must scan and capture colorphotograph of elector from the colorphoto pasted on the form or softcopy of the colorphoto into binary form to store in against the relevant electors’ entry in E-Roll. The digital colorphotographs should be stored in JPEG format in binary form in the elector table, using 320x240 pixels (standard e-mail mode of Digital Cameras) in Colour Portrait mode. The colorphotograph should be of size 3.2 cm (vertical) x 2.4 cm (horizontal) and of resolution 320x240 pixel with a variation in size of plus or minus 10 % will be permissible, the relative proportions (aspect ratio) of the colorphotograph should not be changed under any circumstances. Color photograph image files are expected to be about 10 KB to 20 KB in size. The quality of the scanned photograph should have front side image and visible unless the dark color source photo. Scanned photograph should be vertically and horizontally straight, if otherwise it should be rescanned without any extra cost. A due care must be taken by the vendor. No black and white be scanned and stored. Scanned photograph should be compliant to ECI prescribed specification.

ECI Explanation: Digital photographs which are stored in the elector database only. The digital photographs should be stored in JPEG format in binary form in the elector table, using 320x240 pixels (standard e-mail mode of Digital Cameras) in Colour Portrait mode. The photograph should be of size 3.2 cm (vertical) x 2.4 cm (horizontal) and of resolution 320x240 pixel. The photograph shall show a close-up of the applicant’s head and the top of the shoulders. The face shall take 75% of the vertical dimension of the picture. The photograph shall be in sharp focus, of high quality with no creases and ink marks with appropriate brightness and contrast and showing natural skin tones of the elector’s face and features clearly recognisable. It shall show the elector looking directly at the camera with a neutral expression and the mouth closed. The photograph shall be showing the elector with the eyes open and clearly visible with no hair/cap/hat/headgear/veil/cover/shadow/reflection etc. obscuring the eyes. If the elector wears glasses, the photograph must show the eyes clearly with no lights reflected in the glasses. The glasses should not have tinted lenses and it shall be ensured that the frames of the glasses do not cover any part of the eyes of the elector. The photograph must have a plane, light coloured background and there must be no other people or object visible with the elector. Since the contrast visible on-screen is usually higher than in a printed form, before each session of photography, a test photograph should be taken and printed. The lighting conditions should be changed in order to meet the above requirements. Where necessary, the location of taking the photograph should be moved closer to a window or source of natural light or artificial lighting used. The illustrations on portrait quality have been given at Annexure-T12 for taking of photograph.

O. **Setup of Vendor at the DEO level (District Level):**

Vendor has to establish a setup after in sequence of LoI and place up to contract period in the District. Any time inspection of the setup by DEO/ERO or their authorized representative can be made. Each established setup at the ERO level must have the following minimum facilities:
1. One Coordinator on rolls of the bidder having activated mobile phone to manage the entire office and making liaison with DEO/ERO officers/officials in achieving goal holistically;
2. One fixed Land Line number (compulsory);
3. Essential office infrastructure;
4. Minimum computing devices and peripherals along with trained Data Entry Operators as mentioned below with their appropriate seating arrangement:
   a. 2 x Computer Systems with genuine OS, valid anti-virus with Desk-Top-UPS;
   b. 2 x Trained Data Entry Operator;
   c. 1 x Min. 20-30 PPM Heavy Duty Laser/Digital Printer;
   d. 1 x Legal Size, Flat bed, min. 300 dpi scanner;
   e. 1 x Broadband Internet connection of sufficient bandwidth (unlimited plan) so that these 2 computer systems can share Internet facility to work on ERONet otherwise the bidder has to 2 MBPS speed unlimited broadband plan;

**Note:**
1. In case of large volume of job work, the successful vendor has to complete the assigned work within time period otherwise penalty clause shall be attracted.
2. The process of preparation of the following is repeated every year:
   a. Integration of E-Rolls to make single Mother PER as per guidelines of ECI;
   b. Rationalisation of Polling stations, if any;
   c. Draft Publication of PER for the reference to date;
   d. Summary Revision;
   e. Final publication of PER;
   f. Continuous updation of E-Roll;
3. The PE can increase or decrease the bid quantity of photocopy sets and PS CD ROM at any stage. In case of increase, the contractor firms will supply the additional sets on the contracted rates. In case of decrease, no compensations shall be given to the bidder on this account.
4. As the Digital Prints and Photo Copy sets of PER will be used for publication of Electoral Rolls, hence quality of both must be ensured up to the mark i.e. legible, clean, identifiable photographs printed, page number printed at the bottom (page no.__ of total page numbers e.g. page 25 of 150 for PER) etc.

**P. Delivery period**

- Table of Deliverables, Their Indicative Timelines & Penalty-

<table>
<thead>
<tr>
<th>No.</th>
<th>Event/Item/Work/Deliverable</th>
<th>To be delivered in no. of working days from the date of written communication by the DEO</th>
<th>Penalty Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Data entry &amp; processing of all kinds of forms on ERO-Net, with checklist, correction and final error-free digital print</td>
<td>15 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>2.</td>
<td>Data entry of all kinds of forms on ERMS (in case of ERO-Net is not functional) with checklist, correction and final error free digital print</td>
<td>10 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>3.</td>
<td>Process of Integration of E-Roll Data using REIL (SLA) modules in ERMS before Draft Publication of PER with checklist, correction and final error-free digital print</td>
<td>07 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>No.</td>
<td>Event/Item/Work/Deliverable</td>
<td>To be delivered in no. of working days from the date of written communication by the DEO</td>
<td>Penalty Charges</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>4.</td>
<td>Process of Rationalization, if any, of PSs as per ECI Guidelines, using REIL (SLA) modules in ERMS before Draft Publication of PER with checklist, correction and final error-free digital print</td>
<td>15 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>5.</td>
<td>Single copy of Digital printing and Supply of Draft PER after integration of earlier E-Rolls and rationalization of PSs</td>
<td>02 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>6.</td>
<td>Photocopy(ies) of Draft PER</td>
<td>04 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>7.</td>
<td>Single copy of Digital printing and Supply of Summary Revision (S01)</td>
<td>02 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>8.</td>
<td>Photocopy(ies) of Final PER</td>
<td>04 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>9.</td>
<td>Continuous Updation after Final PER, if any, (S02)</td>
<td>02 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>10.</td>
<td>Printed and Bound BLO Register</td>
<td>07 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>11.</td>
<td>PDF of PER Without Photo of Electors</td>
<td>04 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>12.</td>
<td>PS-CD-ROMS containing PDF of Final PER without photo</td>
<td>02 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
<tr>
<td>13.</td>
<td>Voter Slips (in the election year only)</td>
<td>07 Days</td>
<td>As per LD Clause mentioned in bid</td>
</tr>
</tbody>
</table>
1. **Eligibility Criteria / Pre-Qualification Bid:**

1) A bidder participating in the procurement process, should have the following minimum & mandatory pre-qualification bid / eligibility criteria failing which the concerned bid shall be rejected:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required As applicable</th>
<th>Bidder’s Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Legal Entity (Joint Venture or Consortium or Association of bidders shall not be allowed)</td>
<td>The bidder should be duly registered under either the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/Union. (Note: If otherwise, a self-certified declaration regarding the non-applicability of registration to any Act giving term should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.</td>
<td>I. Registration certificate. II. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the bid, authorizing him to represent all partners of the firm. III. Firm must have registered GST number. IV. Address of residence and office, telephone numbers email address, if any in case of sole Proprietorship. V. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the bid.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Financial Turnover</td>
<td>Average annual turnover of the bidder from Data Processing during preceding three financial years should be minimum Rs- <strong>50,00,000</strong>.</td>
<td>Audited balance sheet of relevant FYs + CA Certificate with CA’s Registration Number/ Seal</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Financial Net Worth</td>
<td>The net worth of the bidder as on 31.03.2017, should be positive.</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
<td></td>
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<td>4.</td>
<td>Certification ISO 9001</td>
<td></td>
<td>Copy of a valid certificate</td>
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<td>5.</td>
<td>Tax Registration and Clearance</td>
<td>Firms must have registered GST number and VAT/Sales Tax Clearance certificate up to 31 March, 2017 from the State Taxes Officer of the Circle concerned shall be submitted without which the bid is liable to be rejected. The bidder should have a PAN number of Income Tax Department. If the bidder has its branch office in Rajasthan then bidder should have cleared his VAT/CST dues up to 31 March, 2017 to the Government.</td>
<td>Copies of relevant certificates of registration VAT/ CST clearance certificate(s)up to 31.03.2017 from the State Taxes Officer of the Circle concerned (Competent Authority)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Mandatory Undertaking</td>
<td>Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal</td>
<td>Submit a declaration to this effect.</td>
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</tbody>
</table>
### Basic Requirement

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Specific Requirements</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>proceedings for any of the foregoing reasons;</td>
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<tr>
<td></td>
<td>b) not have, and their directors and officers not have, been convicted of any criminal</td>
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<td>offence related to their professional conduct or the making of false statements or</td>
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<td>misrepresentations as to their qualifications to enter into a procurement/bid contract</td>
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<td></td>
<td>within a period of three years preceding the commencement of the procurement/bidding</td>
</tr>
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<td>process, or not have been otherwise disqualified pursuant to debarment proceedings;</td>
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<td></td>
<td>c) not have a conflict of interest in the procurement/bid in question as specified in</td>
</tr>
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<td></td>
<td>the bidding document.</td>
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<td></td>
<td>d) comply with the code of integrity as specified in the bidding document.</td>
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<td></td>
<td>e) not have been black-listed by any government or any government statutory agency in</td>
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<td></td>
<td>last three years.</td>
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<td></td>
<td>f) not sublet the contract, if awarded.</td>
</tr>
<tr>
<td></td>
<td>g) have submitted only one bid only.</td>
</tr>
</tbody>
</table>

### Documents Required

- Submit relevant satisfied documents

### Bidder's Compliance

(Yes/No)

7. **Experience**

| Experience | At least one completed work of Data entry/Processing/related work in any Govt department in any of the last three financial years. |

2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

The Procuring Entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/Disqualification of bids”; and the Procuring Entity may require a bidder, who is pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The Procuring Entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The Procuring Entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the Procuring Entity.

2. **Contract Period:**

The job works mentioned in the bid document are repetitive in nature, therefore, these have to be repeated every year till contract period expires. The contract period of this bid has been mentioned in the Bid Data Sheet. Meanwhile if it is observed that prices/rates have gone down then the benefit of the difference shall be passed to the Procuring Entity. The Procuring Entity has right to cancel the contract at any time without assigning any reason or any other new requirement or work/job emerged which is not covered in the existing work mentioned in the bid.
3. **INSTRUCTION TO BIDDERS (ITB)**

1) **Sale of Bidding/ Bid Documents**
   a) The sale of bid document shall commence 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 bid document shall also be placed on the State Public Procurement Portal i.e. http://sppp.rajasthan.gov.in.
   b) The prospective bidders shall be permitted to download the bid document from the websites and pay the bid document price while submitting the bid to the Procuring Entity through the method as specified in the bid Document.

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 and should include all charges except Central/ Rajasthan GST whichever is applicable. No cartage or transportation charges will be paid by Procuring Entity and the delivery (including unloading and stacking etc.) of the Goods/Items/Material shall be given at the designated premises of the Procuring Entity.

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/website of PE/SPPP.
   b) Any prospective bidder may, in writing, seek clarifications from the Procuring Entity in respect of the bid document. It shall also emailed it to dydeoijpr@gmail.com and not upload on e-Proc website. In case the soft copy of the duly 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 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 of the subject matter 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 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. After pre-bid meeting, no query shall be entertained by PE.

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:

   a. Last date of submitting clarifications requests by the bidder: as per bid document
   b. Response to clarifications by Procuring Entity: as per bid document

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

4) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of bids, the Procuring Entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the Procuring Entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the Procuring Entity may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.

5) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. 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 such circumstances bid security shall not be forfeited.

6) Submission of Bid

a) All prospective bidders are advised to carefully go through the bid document provided on the various websites as mentioned in the bid-document so that they come to know what exactly is required. While bidders submitting their bids electronically shall follow the electronic bid
submission procedure as specified on the State e-Procurement Portal i.e. http://eproc.rajasthan.gov.in

b) The prospective bidder’s should not depend upon last date/time of submission of bid online. There might be some issues of internet connectivity, server related issues pertaining to online submission of bids. bidders must be well-versed with the e-Proc Portal i.e. http://eproc.rajasthan.gov.in. Therefore, prospective bidders are advised to submit their bid well before the last date/time to avoid any problem arising at the eleventh hour. No reason on this account shall be entertained at any cost.

c) The bidders are required to digitally sign as a token of acceptance of bid by the authorised signatory failing which the bid may liable to be nonresponsive and rejected. The digitally signed bid shall be uploaded using DSC to the e-Proc website i.e. http://eproc.rajasthan.gov.in. All the enclosures/annexures should be individually digitally signed and uploaded where “Sign of Bidder/Authorized Signatory” is required including the "Signed Financial Bid".

d) 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.

e) Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and Financial bid shall also be uploaded separately alongwith respective associated documents as mentioned in the bid document.

f) While submitting the complete bid document as mentioned above instruments for bid fee amount and bid security fee amount should be physically submitted to the PE on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected.

g) 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.

h) Bidders must submit their bids through electronic method i.e. through http://eproc.rajasthan.gov.in on or before bid submission date/time.

i) 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 Purchase Committee on the date and time mentioned in the bid document in the presence of the bidders or their authorised representatives who choose to be present.

b) Only Technical bids will be opened first and PE will evaluate Technical Bids received as per criteria set-forth in this Bid Document or RTPP Rules.
c) The Financial Bid shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bid.

d) The purchase committee may co-opt experienced persons in the committee to conduct the process of bid opening.

e) As 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 on the portal called http://eproc.rajasthan.gov.in

f) The committee shall conduct a preliminary scrutiny of the opened technical bids to assess the prima-facie responsiveness and ensure that the:

- a. bid is accompanied by bidding document fee, bid security or bid securing declaration RISL fee, relevant duly filled in documents as per annexure(s) given in the Bid Document;
- b. bid is valid for the period, specified in the bidding document;
- c. bid is unconditional and the bidder has agreed to give the required performance security or performance security declaration; and other conditions, as specified in the bidding document are fulfilled.
- d. any other information which the committee may consider appropriate through e-Proc method.

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

a) The PE shall not consider any bid that arrives physically all bids are be submitted online before the deadline for submission of bid, bid shall be declared, rejected, and returned unopened to the bidder.

b) All the documents should be digitally signed by the authorized signatory of bidder, as the case may be.

c) The bid shall be submitted online and accepted according to the procedure mentioned on the e-Proc web portal http://eproc.rajasthan.gov.in

d) The prospective bidders should not depend upon last date/time of submission of bid online. There might be some issues of internet connectivity, server related issues pertaining to online submission of bids. Bidders must be well-versed with the e-Proc Portal i.e. http://eproc.rajasthan.gov.in. Therefore, prospective bidders are advised to submit their bid well before the last date/time to avoid any problem arises at the eleventh hour/arising near to the last date of submission of bid. No reason on this account shall be entertained at any cost.

e) The Online Technical Bid shall contain the following:

i. Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms and 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, 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. any other document required in the BDS; and others considered necessary otherwise to strengthen the bid submitted.

f) The Online Financial Bid shall contain the following:

i. Financial Bid Submission Sheet and the applicable Price Schedules with supporting relevant documents in accordance with bid document;

ii. Any other document required in the BDS.

iii. The technical bid shall consist of the following: -

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidding document Fee (Bid Fee)</td>
<td>Instrument/ Proof of submission #</td>
</tr>
<tr>
<td>2</td>
<td>Bid Security Fee</td>
<td>Instrument/ Proof of submission #</td>
</tr>
<tr>
<td>3</td>
<td>RISL processing fee</td>
<td>Instrument/ Proof of submission #</td>
</tr>
<tr>
<td>4</td>
<td>Bid Securing Declaration</td>
<td>As per Annexure-T8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eligibility/Technical Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Dully filled-in each page of Bid Document as a token of acceptance of bid unconditionally</td>
</tr>
<tr>
<td>The Bid Document should be digitally signed by the bidder/authorized signatory</td>
</tr>
<tr>
<td>2. Dully filled in Eligibility Criteria laid in the bid and all the documents mentioned in the “Eligibility Criteria”, in support of the eligibility of bidders</td>
</tr>
<tr>
<td>Relevant column must be filled in and as per the format mentioned against the respective eligibility criteria clauses or mentioned in the bid document</td>
</tr>
<tr>
<td>3. Technical Bid submission sheet</td>
</tr>
<tr>
<td>4. Declaration by bidders (Self Declaration)</td>
</tr>
<tr>
<td>5. Certificate of Conformity/ No Deviation</td>
</tr>
<tr>
<td>6. BOM dully filled in (Yes/No)</td>
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<tr>
<td>7. ISO Ceftificate 9001</td>
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</table>
a) Financial bid Part-B shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid submission sheet</td>
<td>As per Annexure-F1</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid – Covering Letter</td>
<td>On bidder’s letter head duly signed by authorized signatory as per As per Annexure-F2</td>
</tr>
<tr>
<td>3.</td>
<td>Price Schedule/Financial Bid (BoQ)</td>
<td>As per Annexure-F3</td>
</tr>
</tbody>
</table>

b) After awarding of LOI/Work Order:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Performance Security</td>
<td>Instrument/ Proof of submission#</td>
</tr>
<tr>
<td>2.</td>
<td>Performance Securing Declaration</td>
<td>As per Annexure-F4</td>
</tr>
<tr>
<td>3.</td>
<td>Agreement of Contract on appropriate value of non judicial stamp paper</td>
<td>As per Annexure-F5</td>
</tr>
</tbody>
</table>

c) Appeal:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Grievance handling procedure during procurement/bid process, if any</td>
<td>As per Form No.T1 (Form No. 1)</td>
</tr>
</tbody>
</table>

**Note:**

# - Clear and legible digitally signed bid must be uploaded on the e-Proc website on or before prescribed last date/time. Also its corresponding physical original instrument(s), shall be handed over to the PE with cover letter in sealed envelope on or before prescribed last date/time beyond which its corresponding bid shall be treated as a non responsive bid, hence rejected.

All the other formats be duly filled in and other necessary documents making the bidder eligible technically must be digitally signed by the authorised signatory appropriately and then digitally signed bid must be uploaded on the e-Proc website on or before last date/time.

9) **Cost & Language of preparing Bid**

   a) 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.

   b) 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**

a) Every bidder participating in the procurement process, if not exempted, will be required to furnish the bid securing declaration as specified in the bid.

b) 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.

c) The bid security shall be 2% of the estimated value of bid. Forever 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.

d) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

e) 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.

f) 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.

g) The bid security may be given in the form of a banker’s cheque or demand draft. The bid security must remain valid till the agreement is not executed with successful bidder days, beyond the original or extended validity period of the bid.

h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

i) 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 start of work and provide deliverables within time specified as per Letter of Intent/ LOA/ Work Order/agreement executed.
   d. when the bidder does not deposit the performance security within specified period after the Letter of Intent/ LOA/ Work Order/agreement executed; 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].

j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

k) No interest shall be payable on the bid security.

l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

m) The Procuring Entity shall return the bid security at 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 bidder;
   c. the cancellation of the procurement/bid process; or

12) Deadline for the submission of Bids
   a) Bidders may submit their bids through electronic method i.e. through http://eproc.rajasthan.gov.in on or before bid submission date/time.
   b) The Procuring Entity is not responsible for 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. 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.
   c) 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. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their bids. The Procuring Entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document.
   d) 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. Bids submitted offline shall be summarily rejected.

13) Selection Method:

a) The selection method will be the TURNKEY Least Cost Based Selection (LCBS) i.e. L1 basis as mentioned in the BDS i.e. financially L1 after duly fulfilling the Eligibility & Technically Criteria mandatorily. Since it is the Turn-Key Project, therefore, to arrive L1 cost, PE shall be adding the corresponding cost of components quoted by any bidder (excluding prevailing tax as the case may be) of each components or in items mentioned of the Financial Bid and then calculate single total bid value for each bidder, out of which PE will discover L1 rate (after making this total of components’ rates) will be considered for further processing to decide turn-key-basis project L1 cost and accordingly the award to the bidder quoted Turn Key Lowest Bid Value L1. This is illustrated as below.

E.g. please see following financial bid furnished by one bidder participated in the bid:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of work/ Item/ Job work</th>
<th>Unit</th>
<th>Estimated Qty.</th>
<th>Unit Cost (Excluding prevailing tax)</th>
<th>Total Cost in INR (Excluding prevailing tax)</th>
<th>Specify Applicable Tax in percentage (%)</th>
<th>Total Applicable Tax in INR</th>
<th>Total Cost in INR (Inclusive of all taxes &amp; charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F=DXE</td>
<td>G</td>
<td>H</td>
<td>I=F+H</td>
</tr>
<tr>
<td>1.</td>
<td>Component-1</td>
<td>U1</td>
<td>Q1</td>
<td>UC1</td>
<td>R1</td>
<td>T1%</td>
<td>TAX1</td>
<td>C1=R1+TAX1</td>
</tr>
<tr>
<td>2.</td>
<td>Component-2</td>
<td>U2</td>
<td>Q2</td>
<td>UC2</td>
<td>R2</td>
<td>T2%</td>
<td>TAX2</td>
<td>C2=R2+TAX2</td>
</tr>
<tr>
<td>3.</td>
<td>Component-3</td>
<td>U3</td>
<td>Q3</td>
<td>UC3</td>
<td>R3</td>
<td>T3%</td>
<td>TAX3</td>
<td>C3=R3+TAX3</td>
</tr>
<tr>
<td>4.</td>
<td>Component-4</td>
<td>U4</td>
<td>Q4</td>
<td>UC4</td>
<td>R4</td>
<td>T4%</td>
<td>TAX4</td>
<td>C4=R4+TAX4</td>
</tr>
<tr>
<td>5.</td>
<td>Component-5</td>
<td>U5</td>
<td>Q5</td>
<td>UC5</td>
<td>R5</td>
<td>T5%</td>
<td>TAX5</td>
<td>C5=R5+TAX5</td>
</tr>
<tr>
<td></td>
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<td>T1</td>
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<td>T1=C1+R1+TAX1+C2+R2+TAX2+C3+R3+TAX3+C4+R4+TAX4+C5</td>
</tr>
</tbody>
</table>

In the comparative statement, this total amount is furnished by Vendor1 whose total turnkey amount is T1, likewise total turnkey amount for Vendor2 is T2, total turnkey amount for Vendor3 is T3, and so on so forth. Therefore, we have total amounts e.g. T1, T2, T3 and T4 quoted by these four vendor1, vendor2, vendor3, and vendor4. To arrive financial L1 cost for this bid, the lowest project amount L1 shall be the minimum or least amount out of T1, T2, T3 and T4 quoted by these four vendor1, vendor2, vendor3, and vendor4.

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 query or clarification shall be entertained after pre-bid meeting held.
c) Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the Committee/PE shall not be considered.

d) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

e) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

15) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

a. The BEC/DPC shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
   i. “deviation” is a departure from the requirements specified in the bidding document;
   ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
   iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,
   i. if accepted, shall:-
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      2. limits in any substantial way, inconsistent with the bidding documents, the Procuring Entity’s rights or the bidder’s obligations under the proposed contract; or
   ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.

d. The BEC/DPC shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The Procuring Entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.
b) Non-material Non-conformities in Bids
   a. Provided that a bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the bid that do not constitute a material deviation, reservation or omission.
   b. The Procuring Entity may request the bidder to submit the necessary information or documentation, on or before specified date/time, to rectify non material non conformities or omissions in the bid related to documentation requirements. Request for information or documentation on such non conformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
   c. The BEC/DPC may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
      Note: In case of above situation, all the clarification/information/documentation sought by the BEC/DPC shall be uploaded on e-Proc website for specific bidder(s) and within the specified date/time the bidder(s) has/have to respond with sought information/documents in proper manner.

c) 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.

d) The number of firms qualified in bid evaluation, if less than three and it is considered necessary by the Procuring Entity to continue with the procurement/bid process, reasons shall be recorded in writing and included in the record of the procurement/bid proceedings.

e) The bidders who qualify in the bid examination, their financial bid would only be opened.

16) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the Procuring Entity shall take following actions for evaluation of financial bids:

a) The financial bids of the bidders who qualify in bid examination shall be downloaded / opened at the notified time, date and place by the BEC/DPCin the presence of the bidders or their representatives who choose to be present;

b) the process of opening of the financial bids shall be similar to that of technical bids.

c) conditional bids are liable to be rejected;
d) the examination shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities

e) the offers shall be examined on the Turn-Key basis and marked Turn-Key L1, L2, L3 etc.

f) the Committee shall prepare a comparative statement in tabular form in accordance with rules alongwith its report on evaluation of financial bids and recommend the lowest offer for acceptance to the Procuring Entity, if price is the only criterion, or most advantageous bid in other case;

g) the members of BEC/DPC shall give their recommendations below the table regarding lowest bid or most advantageous bid on turn key basis and sign it.

h) it shall be ensured that the offer commended for sanction is justifiable looking to the prevailing market rates of the goods/Items/Material, works or service required to be procured.

17) **Correction of Arithmetic Errors in Financial Bids**

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

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

b) if there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

If the bidder that submitted the lowest examined bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

18) **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.
19) **Negotiations**

a) To the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

c) The BEC/DPC shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). Sufficient time shall be given for calling negotiations. In case of urgency the DPC, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

e) Negotiations shall not make the original offer made by the bidder inoperative. The BEC/DPC shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

f) In case the rates even after the negotiations are considered very high, fresh bids shall be invited as per RTPP Act 2012/ RTPP rules 2013.

20) **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.

21) **Exclusion of Bids/ Disqualification**

a) A Procuring Entity shall exclude/ disqualify a bid, if: -

   a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

   b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

   c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

   d. the bid materially departs from the requirements specified in the bidding document or it contains false information;

   e. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the Procuring Entity or other governmental authority a
gratification in any form, or any other thing of value, so as to unduly influence the procurement/bid process;
f. a bidder, in the opinion of the Procuring Entity, has a conflict of interest materially affecting fair competition.

b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
c) Every decision of a Procuring Entity to exclude a bid shall be for reasons to be recorded in writing and shall be:
   a. communicated to the concerned bidder;
   b. published on the State Public Procurement Portal, if applicable.

22) Lack of competition
a) A situation may arise where, if after evaluation of bids, the BEC/DPC may end-up with one responsive bid only. In such situation, the BEC/DPC would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive bid, provided that:
   a. the bid is technically qualified;
   b. the price quoted by the bidder is assessed to be reasonable;
   c. the bid is unconditional and complete in all respects;
   d. there are no obvious indicators of cartelization amongst bidders; and
   e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
b) The BEC/DPC shall prepare a justification note for approval by the next higher authority of the Procuring Entity, with the concurrence of the accounts member.
c) In case of dissent by any member of DPC, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single bid or re-invite bids after recording reasons.
d) If a decision to re-invite the bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

23) Acceptance of the successful Bid and award of contract
a) The Procuring Entity after considering the recommendations of the BEC/DPC and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject
the successful bid. If any member of the BEC/DPC has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b) Decision on bids shall be taken within original validity period of bids and time period allowed to Procuring Entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

c) Before award of the contract, the Procuring Entity shall ensure that the price of successful bid is reasonable and consistent with the required quality.

d) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.

e) The Procuring Entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

f) Prior to the expiration of the period of bid validity, the Procuring Entity shall inform the successful bidder, in writing, that its bid has been accepted.

g) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email, called LOI and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of value mentioned in the Bid/LOI and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within no. of days as mentioned in the document from the date on which or Work Order (WO) is placed with Successful Bidder. Until a formal contract is executed, the LOA or LOI shall constitute a binding contract.

h) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

24) **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](http://sppp.rajasthan.gov.in) as well as e-Proc website.

25) **Right to vary quantity**
a) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RTPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as per RTPP Act/Rules.

26) Performance Security

a) Prior to execution of agreement, Performance Security shall be solicited from the successful bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and 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.

b) The amount of performance security shall be 5% or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods/Items/Material/Items/Material. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods/Items/Material/Items/Material and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

c) 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 District Election Officer (DEO) Jaipur 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.

   d) Performance security furnished in the form specified in clause [a.] to [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.

e) Failure of the successful bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest bidder, to the next lowest evaluated bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

f) 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 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 fails to commence the supply of the Goods/Items/Material/Items/Material or Related Services as per supply order within the time specified; or
   c. when bidder fails to commence or make complete supply of the Goods/Items/Material/Items/Material 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 to pay the Procuring Entity any established dues under any other contract; or
   f. if the bidder breaches any provision of the Code of Integrity prescribed for bidders in the Act and Chapter VI of the Rules and this Bidding Document.

g) Notice will be given to the bidder with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.

h) No interest shall be payable on the Performance Security deposited.

27) Execution of agreement

   a) In the written intimation of acceptance of its bid sent to the successful bidder, 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 LOI is dispatched to the bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

   b) If the bidder, whose bid has been accepted, fails to sign a written procurement/bid contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may
be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
c) The Bid Security of the bidders whose bids could not be accepted shall be refunded/returned soon after the contract with the successful bidder is signed and his Performance Security or Performance Security Declaration is obtained.
d) The bidder will be required to execute the agreement on a non-judicial stamp of appropriate amount as per Procurement Rules, however, for this procuring goods/Items/Material/Items/Material and to be purchased from anywhere in Rajasthan only.

28) 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.
   c) Notwithstanding as mentioned in the Bid Document, from the time of opening the bid to the time of Contract award, if any bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
   d) In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the Procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

29) Cancellation of procurement process
   a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the Procuring Entity from initiating a new procurement process for the same subject matter of procurement, if required.
   b) A Procuring Entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
      a. at any time prior to the acceptance of the successful bid; or
      b. after the successful bid is accepted in accordance with (d) and (e) below.
   c) The Procuring Entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
d) The decision of the Procuring Entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the Procuring Entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the Procuring Entity may:
   - a. Cancel the relevant procurement process if the bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
   - b. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the Procuring Entity and the convicted bidder.

30) **Code of Integrity for Bidders**

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

   b) Any person participating in the procurement process shall -
      - I. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
      - II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
      - III. not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
      - IV. not misuse any information shared between the Procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process;
      - V. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
      - VI. not obstruct any investigation or audit of a procurement process;
      - VII. disclose conflict of interest, if any; and
      - VIII. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.

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

31) **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/Items/Material/Items/Material 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.

32) **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.

33) **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 bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, 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 fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

34) **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 chapter III of the Act and chapter VII of the Rules and as given in Appendix to this bid.

35) **Offenses by Firms/ Companies**

a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be
deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-
   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.

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

36) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence
   a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
   b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any Procuring Entity for a period not exceeding three years commencing from the date on which he was debarred.

c) If a Procuring Entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a Procuring Entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the Procuring Entity for a period not exceeding three years.

e) The State Government or a Procuring Entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

f) The bidder should not have been black-listed by any government or any government statutory agency in last three years.

4. GENERAL TERMS AND CONDITIONS OF BID & 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/Items/Material/Items/Material 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/Items/Material/Items/Material” 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/Items/Material/Items/Material and related services, as specified in the bidding document.
- **i** “Related Services” means the services incidental to the supply of the goods/Items/Material/Items/Material, 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/Items/Material/Items/Material to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- **k** “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- **l** “The Site,” where applicable, means the designated project place(s) named in the bidding document.
Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods/Items/Material/Items/Material 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 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) **Service of Notice, Documents & Orders**

a) A notice, document or order shall be deemed to be served on any individual by -
   a. delivering it to the person personally; or
   b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
   c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

5) **Scope of Supply or Schedule**

a) Subject to the provisions in the bidding document and contract, the goods/Items/Material 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/Items/Material and related services as if such items were expressly mentioned in the Contract.

c) The successful bidder has to supply goods/Items/Material with in the period as mentioned in the bid document.

6) **Delivery**

a) Subject to the conditions of the contract, the delivery of the goods/Items/Material 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/PE, 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.

7) **Supplier’s/ Selected Bidder’s Responsibilities**
The Supplier/ Selected Bidder shall supply all the goods/Items/Material and related services included in the scope of supply in accordance with the provisions of bidding document and/or contract.

8) **Purchaser’s Responsibilities**
Whenever the supply of goods/Items/Material 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.

9) **Contract Price**
a) The Contract Price shall be paid at the rate as specified in the contract made.
b) Prices charged by the Supplier/Selected Bidder for the Goods/Items/Material delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/Selected Bidder in its bid.

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

11) **Taxes & Duties**
a) Tax shall be deducted at source by PE as per prevailing rates.
b) For goods/Items/Material 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/Items/Material 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/Items/Material 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.
12) **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 Procuring Entity. The information or data is IPR of Government of Rajasthan which cannot be copied or transmitted in any form to any entity.

13) **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; 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.
14) 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. The supply shall be of best quality and description. The decision of the competent authority/purchase committee 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/Items/Material 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/Items/Material 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/Items/Material.

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.

15) Inspection

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier’s/selected bidder’s premises and shall have the power at all reasonable time to inspect and examine the quality of job work being done. Inspection shall be made at supplier’s/selected bidder’s established setup as mentioned in the bid.

b) The supplier/selected bidder shall furnish complete address of the premises of his office established in the district itself where inspection can be made together with name and address of the person who is to be contacted for the purpose at the time of agreement.

c) After successful inspection, it will be supplier’s/selected bidder’s responsibility to dispatch supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.
16) **Rejection**
   a) Articles not approved during inspection or testing shall be rejected and will have to be replaced 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. 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 of such articles as he thinks fit, at the selected bidder’s risk and on his account.

17) **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 bidder shall arrange supplies within the period on receipt of the order from the Purchase Officer.
   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. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited bid or otherwise and the extra cost incurred shall be recoverable from the bidder.

18) **Transportation**
   The supplier/ selected bidder shall be responsible for transport and delivery of the job work in the good condition to the consignee at destination. 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. No extra cost on such account shall be admissible.

19) **Payment Terms and Condition (Payment Schedule):**
   a) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
   b) All remittance charges will be borne by the supplier/ selected bidder.
c) In case of disputed items, the total amount of the disputed items shall be withheld and will be paid only after settlement of the dispute.

d) Any penalties/liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments.

e) TDS, as applicable, will be deducted, as per the prevalent rules and regulations.

f) Payment shall be made to the successful bidder after all necessary formality as per rules have been fulfilled.

g) Payment shall be made as under after submission of an invoice in a triplicate for payment:

A. For Printing & Supply of PER (Digital Print of Draft, S01 & S02):

On supply of one final error & correction free digital printout of Integrated Draft Photo Electoral Roll after rationalization, onwards & Final Photo Electoral Roll (S01) and S02 the percentage of amount that would be released after completion of work of each stage is as follows:

<table>
<thead>
<tr>
<th>S. no.</th>
<th>Stage of Payment</th>
<th>% of amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Draft Photo Electoral Rolls &amp; Supplement-01:</td>
<td>A. 70% interim payment (at the rate of per page of digital print) of final digital printout of integrated Draft Photo Electoral Rolls after rationalization with Supplement-01</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Rest 30% payment w.r.t. above 1</td>
</tr>
<tr>
<td></td>
<td>A. Final digital printout of Draft with Supplement-01</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. After verification by DEO/ERO of supplied Draft Photo Electoral Rolls &amp; Supplement-01</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supplement-02 (Continuous Update):</td>
<td>70% interim payment (at the rate of per page) of final digital printout of Supplement-02</td>
</tr>
<tr>
<td></td>
<td>Final digital printout of Supplement-02 after Final PER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>but before next Draft PER</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>After verification by DEO/ERO of supplied Supplement-02</td>
<td>Rest 30% payment w.r.t. above 3</td>
</tr>
</tbody>
</table>

a) The payment of digital print out sets of PER/Supplement will be calculated on the basis of number of pages in final digital printout of PER/Supplement.

b) All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not exclude the District Election Officer from requiring any bad, unsound imperfect or unskilful work
to be removed or taken away and reconstructed or recreated nor shall any such payment be
considered as an admission of the due performance of the contract or any part thereof in any
respect of the occupying of any claims not shall it conclude determine or effect in any other way
the powers of District Election Officer as to the final settlement and adjustment of the accounts
or otherwise or in any other way vary or effect the contract. All such payment will be considered
as interim payment and will be settled at the time of finalizing the accounts.

c) Payment for second year will be made similar to the payment made in the first year on the above analogy.

B. For Digital Printout:

For digital printing as per direction of DEO/ERO, of:

i) BLO Register, Voter-Slips;

ii) Intermediate Publication of PER due to ECI instructions during Continuous Updation (CU), if any;

iii) Final Digital Printout of any PER during CU, if any; or

iv) Any other Electoral Documents which are be digitally printed out as per directions of DEO/ERO,

Payment to the successful bidder shall be payable subject to:

i) 50% when complete digital printout of the subject is handed over to the DEO/ERO (as per specifications mentioned in the bid);

ii) Remaining payment shall be payable subject to:

a) Since Corrections marked have done under the head of Data Entry, therefore, complete digital printout given is 100% error free after Verification by the DEO/ERO concerned; and

b) After imposing LD clause, if any, for producing late job work assigned and dues whatsoever;

C. For Scanning:

Payment to the successful bidder shall be payable subject to:

i) 50% when complete demanded scanning of papers, forms with enclosures of the subject is handed over to the DEO/ERO (as per specifications mentioned in the bid);

ii) Remaining payment shall be payable subject to:

a) after Verification by the DEO/ERO concerned;

b) After imposing LD clause for producing late job work assigned and dues whatsoever;
D. **Photocopying:**

Payment to the successful bidder shall be payable subject to:

i) 50% when complete demanded photocopy of papers is handed over to the DEO/ERO (as per specifications mentioned in the bid);

ii) Remaining payment shall be payable subject to:
    
    a) after Verification by the DEO/ERO concerned;
    
    b) After imposing LD clause for producing late job work assigned and dues whatsoever;

E. **Binding of BLO Register:**

BLO Register shall be digitally printed from the concerned E-Roll as per ECI guidelines and supplied in spiral bound form as specified in the bid document.

The due payment of firm towards this component will be made by DEO as per the following schedule:

1. 50% amount will be released after satisfactory supply of spiral bound BLO Register.
2. Remaining amount will be made subject to:

    a) after Verification by the DEO/ERO concerned;

    b) After imposing LD clause for producing late job work assigned, if any or dues whatsoever;

F. **For Preparation of PS-CD-ROM:**

CD/DVD shall be prepared as per ECI guidelines/DEO/ERO as specified in the bid document.

The due payment of firm towards this component will be made by DEO as per the following schedule:

1. 50% amount will be released after satisfactory supply of PS-CD-ROM.
2. Remaining amount will be made subject to:

    c) after Verification by the DEO/ERO concerned;

    d) After imposing LD clause for producing late job work assigned, if any or dues whatsoever;

20) **PENALTIES:**

I. **Risk and Cost:**

In case, the contractor doesn't commence the work as required by PE within the stipulated period, the work can be allotted to other firm at the risk and cost of the contractor firm and his
Performance Security will be forfeited. Action as per RTPP Act, 2012 and thereto Rules, 2013 shall be taken.

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 when 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%

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/Items/Material is on account of hindrances beyond the control of the bidder.

21) Bidders must make their own arrangements to obtain import licence, if necessary and 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.

22) 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 the DEO whose decision shall be final and abided by all. And so far as specification, design, etc are concerned ECI directions shall be final and abided by all.

23) Legal Proceedings: All legal proceedings, if necessary arise to institute may by any of the parties (DEO or Contractor) shall have to be lodged in courts situated in Jaipur and not elsewhere.

24) 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/Items/Material by the supplier/selected bidder or the use of the Goods/Items/Material in the country where the Site is located; and

ii. the sale in any country of the products produced by the Goods/Items/Material.

Such indemnity shall not cover any use of the Goods/Items/Material 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/Items/Material 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.

25) **Force Majeure**

a) The supplier/selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by purchaser, the supplier/selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the purchaser, the purchaser may take the case with the supplier/selected bidder on similar lines.

26) Termination

a) Termination for failure

1. The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of failure sent to the Supplier, may terminate the Contract in whole or in part:

i. if the Supplier fails to deliver any or all of the Goods/Items/Material and/or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to the clause mentioned in the bid document; or

ii. if the Supplier fails to perform any other obligation under the Contract.

iii. if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and Code of Integrity, in competing for or in executing the Contract.

2. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods/Items/Material 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/Items/Material 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 has sole right to cancel any bid or all bids or the contract at any time without assigning any reason or assign any other new requirement or work/job emerged which has not been covered in the existing work mentioned in the bid.

ii. 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 may specify that termination is for the 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.

iii. The Goods/Items/Material which have been shipped or dispatched at the time of Supplier’s receipt of the Notice of termination may be accepted by the Procuring Entity at the Contract terms and prices.
27) **Change Orders and Contract Amendments**

The Purchaser (as per ECI guidelines) may at any time order the supplier/ selected bidder through Notice to make changes viz. drawings or designs or specifications or formats or anything in the subject matter without impacting the cost of project where Goods/Material/Items & related services to be furnished under the Contract are to be specifically prepared and supplied for the Purchaser.

28) **Exit Management**

a) **Preamble**

i. The word ‘parties’ include the Procuring Entity and the selected bidder.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) **Transfer of Assets**

i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a **three months** period from the date of expiry or termination of the agreement, if required by District Election Officer (Collector) to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the DEO, Jaipur as desired by the Procuring Entity during the exit management period.

iii. District Election Officer (Collector) during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide District Election Officer (Collector) or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -

a. In the event, if the assets which to be transferred to District Election Officer (Collector) mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to
such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to District Election Officer (Collector) or its nominated agencies.

b. All title of the assets to be transferred to District Election Officer (Collector) or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to District Election Officer (Collector).

d. That the products and technology delivered to District Election Officer (Collector) during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of District Election Officer (Collector). Supplied hardware, software & documents etc., used by selected bidder for District Election Officer (Collector) shall be the legal properties of District Election Officer (Collector).

c) Cooperation and Provision of Information during the exit management period

i. The selected bidder will allow District Election Officer (Collector) or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable District Election Officer (Collector) or its nominated agencies to assess the existing services being delivered.

ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. District Election Officer (Collector) or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit District Election Officer (Collector) or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by District Election Officer (Collector) or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data
The selected bidder will promptly on the commencement of the exit management period supply to District Election Officer (Collector) or its nominated agencies the following:

i. Documentation relating to Intellectual Property Rights;

ii. Project related data and confidential information;

iii. All current and updated data as is reasonably required for purposes of District Election Officer (Collector) or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by District Election Officer (Collector) or its nominated agencies; and

iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable District Election Officer (Collector) or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to District Election Officer (Collector) or its nominated agencies, or its replacement operator (as the case may be).

v. Before the expiry of the exit management period, the selected bidder shall deliver to District Election Officer (Collector) or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Procuring Entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring Entity or its nominated agencies may require in favour of Procuring Entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by District Election Officer (Collector) or its nominated agencies, or its replacement operator.

ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder’s premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party’s premises, procure reasonable rights of access to District Election Officer (Collector) or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to District Election
Officer (Collector) or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

**g) Exit Management Plan**

i. The selected bidder shall provide District Election Officer (Collector) or its nominated agencies with a recommended exit management plan (“Exit Management Plan”) which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on District Election Officer (Collector) operations as a result of undertaking the transfer; and

iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to District Election Officer (Collector) or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by District Election Officer (Collector) or its nominated agencies.

vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the selected bidder to support new operator during the transition period.
ANNEXURE-T1

APPENDIX-A:

GRIEVANCE HANDLING PROCEDURE DURING BIDPROCESS

(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 thereunder, 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 of filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

a. determination of need of procurement;
b. provisions limiting participation of bidders in the bidding process;
c. the decision of whether or not to enter into negotiations;
d. cancellation of a procurement process;
e. applicability of the provisions of confidentiality.

(3) Form and procedure of filing an appeal

(a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(4) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker’s Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-(i) hear all the parties to appeal present before him; and

(c) (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(d) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(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 and Second Appellate Authority (As mentioned in BDS)

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
Technical Bid Submission Sheet

To:

DEO, JAIPUR

Date:

NIB No.:

Alternative No., if permitted:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: ____________________________

(b) We declare that we fulfil the eligibility and 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 Section V, Schedule of Supply, the following Goods and Related Services:

(c) Our bid shall be valid for a period of 90 days 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 in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers 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 will enter & processing of all the forms into the electoral system, digitize, and scanned forms/photographs before uploading into the system as per instructions given to us. This will be done within the time period mentioned. If data entry work of forms is higher or urgency, we agree to put extra trained data entry operator without any extra cost to complete the work in the given time.

(k) 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;

(l) Other comments, if any:

Name: ________________________________________________________________

In the capacity of: ______________________________________________________

Signed: ______________________________________________________________

Date: _________________________________

Duly authorised to sign the bid for and on behalf of: __________________________

Complete Address ______________________________________________________

Tel: 

Fax: 

E-mail: 
ANNEXURE-T4

PRE-BID QUERIES’ FORMAT {to be filled by the bidder}

Name of the Company/Firm: _____________________________________________________

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

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. (Mo.)&amp; Fax Nos.</th>
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Company/Firm Contacts:

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<tr>
<th>Contact Person(s)</th>
<th>Correspondence Address</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. (Mo.)&amp; Fax Nos.</th>
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Query(ies) / Clarification(s) Sought:

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<tr>
<th>S.No.</th>
<th>Bid Page No.</th>
<th>Bid Clause No.</th>
<th>Existing Clause Details</th>
<th>Query/ Clarification sought</th>
<th>Suggestion/</th>
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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 Procuring Entity. After pre-bid meeting, no query shall be entertained by PE.

2. Prospective bidder may, in writing, seek clarifications from the Procuring Entity in respect of the bidding document shall be emailed to dydeoijpr@gmail.com and not to be uploaded on e-Proc website. In case the soft copy of the duly 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 dydeoijpr@gmail.com with a subject “Pre-Bid query for Bid number dated..................”. Query received after the scheduled pre-bid meeting will not be considered and rejected.
SELF-DECLARATION

(Declaration by Bidder regarding Qualifications) [to be filled by the bidder]

To,

DEO, JAIPUR

Declaration by Bidder

In relation to my/our bid submitted for subject matter conforming to ECI standards/guidelines/T&C of Bid Document in response to the NIB Ref. No. ____________________________ dated ___________ as an Owner/ Partner/ Director/ Auth. Signatory/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ Bonafide dealers 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 have not been 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 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 on the same terms and condition. In case of price fall that shall be passed on to 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 shall not sublet the contract if awarded to us.

p) We will enter all the forms into system, digitize and scanned forms/photographs before uploading into the system as per instructions given to us. This will be done within the time period mentioned. If volume of data entry work of forms is higher or urgency, we agree to put extra trained data entry operator including ICT infrastructure without any extra cost.

q) We also hereby declare that to data enter all the forms, reports & process, digitize, scanned forms/photographs before uploading (checklists till last correction in Forms data – 100% error free, corrected) into appropriate system/portal as per instructions given to us. This will be done within the time period mentioned. If data entry work of forms is higher or in case of urgency, we agree to deploy extra trained data entry operator without any extra cost to complete the work in the given time.

r) We also hereby agree to establish setup at the district level with a landline phone installed and one skilled coordinator deployed along with the minimum specified computer system and peripherals and unlimited high speed broadband connection. The address shall be communicated soon after the LOI placed with us. The setup will remain established till the contract period or the extended contract period. We assure you that any moment the setup established can be physically verified. In case of non-existence of the setup, the Procuring Entity has full right to reject us, forfeit performance security deposited or lodge case against us as a breach of important condition and force laws of Land. We also understand in such case we may be back-listed or debarred to participate in bid in Rajasthan.
If this declaration is found to be incorrect in any form 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 performance 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,
DEO, JAIPUR

CERTIFICATE

This is to certify that, the specifications of subject matter of bid document 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/ Goods/ Item/ Works/ Services 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 (available on http://sppp.rajasthan.gov.in) and online bidding method (given on http://eproc.rajasthan.gov.in) 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/service factors involved in subject matter/scope of bid document, to meet the desired Standards set out in the bidding Document.

4. I/We declare that work/items/services etc. Rendered shall be conforming to the specifications mentioned in the Bid Document and to the ECI norms/guidelines/circulars.

5. We also hereby declare that to data enter all the forms, reports & processing, digitize, scanned forms/photographs before uploading (checklists till last correction in Forms data – 100% error free, corrected) into appropriate system/portal as per instructions given to us. This will be done within the time period mentioned. If data entry work of forms is higher or in case of urgency, we agree to deploy extra trained data entry operator without any extra cost.

Thanking you,

Name of the bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____________
Place: _____________
# BILL OF MATERIAL (BOM)

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<th>S. NO.</th>
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<th>BIDDERS ACCEPTANCE OF SUPPLY/COMPLETE THE WORK AS PER T&amp;C MENTIONED IN THE BID DOCUMENT AND UNDER THE DIRECTIONS OF DEO (YES/NO)</th>
</tr>
</thead>
</table>
Form of Bid Securing Declaration

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

Bid No.: ....................................................  [insert number of bidding process]

To,  
DEO, JAIPUR

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, DEO, JAIPUR, for the period of time of 2 years starting from issue such letter, 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 bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; 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  , 2015  [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.
SAMPLE PHOTO ELECTORAL ROLLS AND ITS SUPPLEMENT’S FORMAT

निर्वाचन नामांकन- 2014, (S20) राजस्थान

1. पुरुषप्राण का विवरण:

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नामांकन की पहचान:

समस्त पुरुषों को समेकित करते हुए

पुरुषप्राण 2013 की एककृता

नामांकन।

2. क्षेत्र एवं मतदाता का विवरण

प्रदेश क्षेत्र का विस्तार:

क्षेत्र 15: एक मेंजर अव्वल सिंह कौलोंगी सैंडर, एक 2 मेंजर नैसर गौतम कौलोंगी सैंडर, जी

3. मतदाता केन्द्र का विवरण

प्रदेश केन्द्र की संख्या एवं नाम : 16 श्री पवन सिंह के पास

4. मतदाताओं की संख्या

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कव्र क 2014 ने अवुर्ध नियुक्ति मंत्रीकरण अधिकारी, भिष्मेंदर नगर द्वारा गरी वृक्ष संख्या: 2/3
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SAMPLE BLO REGISTER

बूथ लेवल

अधिकारी, 20—

के लिए

रजिस्टर

बूथ लेवल अधिकारी का नाम:..........................................................
बूथ लेवल अधिकारी का पदनाम:..........................................................
बूथ लेवल अधिकारी का पता:..........................................................

बूथ लेवल अधिकारी का टेलीफोन/मोबाइल नं.:.........................
(1) बीएलओ के रजिस्टर में दो मार्ग होते हैं:
अनुदंड-1: यह बंद नामांकलों में नियोजकों की विधान प्रतिष्ठान से मिलकर बना है। और उससे कोई सुधार, यदि कोई है, प्राप्त के सुसंगत स्तर में किए जाने के बावजूद, विनियम अनुदंडों का उल्लंघन इसके अंतर्गत किया गया है।
अनुदंड-2: इस बंद में बीएलओ को उसे आबंटित मार्ग में समाविष्ट क्षेत्र में नए विकसित क्षेत्रों/सोसाइटी/अपार्टमेंट/इत्यादि के संबंध में सुधार का उल्लंघन और उसका अपनाना करता होता है।

(2) अनुदंड-1-विनियम अनुदंड

(1) बीएलओ को उन्हें दिया गए संगत मार्ग के नियामक मार्गांकों का सत्यापन करके उसमें से दीवार किए गए विधान को नीचे करता होता है। यदि नियोजक के व्योरे सुधार के अधिकार हैं तो नियोजक का नाम, आयु, तिथि, संबंध, मकान संख्या, एक्सिक संख्या इत्यादि, तो मुल व्योरे पर घेरा बनाकर उसके नीचे सुधार को इंजीनियर करता होगा। यह कार्य केवल ताल स्वागत में ही किया जायेगा। नियोजक का बाजार, नाम, संबंध, नाम और मकान संख्या का उल्लंघन दोनों भागाओं में किया गया है। (अन्याय का उल्लंघन करें।) इन नियोजकों को दिशानिर्देश करते सत्यापित करने का जरूरत हासिल है। यदि नियोजक के व्योरे (स्थायी मार्ग संबंधी) में कोई गलती है तो उस पर ताल स्वागत में घेरा बनाया जाना चाहिए और नीचे दिए गए स्थान के उपयुक्त स्तर में सही व्योरे लिखे जाने चाहिए।
(2) इस प्रकार से, यदि नियोजक के अंतर्गत व्योरे में कोई अनुदंड है तो उस पर ताल स्वागत है घेरा बनाया जाना चाहिए और नीचे दिए गए स्थान के उपर स्तर में सही अंतर्गत व्योरे लिखे जाने चाहिए। इसके अतिरिक्त, बूढी के प्रयोजनांत्य संयोजन की सन्योजन से विधिवत रूप से भरा हुआ फार्म-8 लेना चाहिए।

उदाहरणों के लिए:
(i) यदि नियोजक का फोटो सही है तो यहाँ में (1) का विध सही है। नियोजक की गलत फोटो के सामान में (x) का विध सही है। एक व्योरे स्थायी प्रतिष्ठान के सामान में भी यह फोटो सही है। व्योरे के उपयुक्त स्तर में नियोजक से विधिवत रूप से भरा हुआ फार्म-8 यह प्राप्त किया जायेगा।
(ii) स्थान संख्या/पता की गलत प्रतिष्ठान के सामान में इसे स्तर-3 में ताल स्वागत से घेरा बनाकर चिह्नित किया जाना चाहिए और सही स्थान संख्या/पता लिखा जाना चाहिए।
(iii) यदि नियोजक के नाम में कोई बुद्धि है तो इस पर स्तर-4 में ताल स्वागत से घेरा बनाया जाना चाहिए और नीचे नाम को सही प्रकार लिखा जाना चाहिए और चिह्नित रूप से भरा हुआ फार्म-8 प्राप्त किया जाना चाहिए।
(iv) यदि संबंध, तिथि/आयु के व्योरे में कोई बुद्धि है तो उसके कोलम-5 में घेरा बनाया जाना चाहिए और नीचे सही व्योरे लिखे जाने चाहिए।
(iii) (1) यदि नियांधक नामांकल में किसी नियांधक का नाम एक जा अधिक या घड़ा जाता है तो उसे स्तंभ-8 में "दोहराया गया है" का उल्लेख करना चाहिए।

(3) अनुच्छेद-1 की सूचना और व्योरों को सार्थकपूर्वक भरना चाहिए और केवल सत्यापन के पश्चात ही नियांधक संक्षिप्तकाृरण अधिकारी इस आधार पर नियांधक नामांकल की प्रशिक्षण में विलेख/सुधार संबंधी लिखित लेंगे।

(4) अनुच्छेद-2-विस्तृत अनुदेश

नए विकसित क्षेत्रों/सोसाइटी/आपार्टमेंट्स/कालोनियों इत्यादि के संबंध में नियांधक नामांकल के सुसंगत भाग की भौगोलिक सीमाओं के अंदर वीएलओ को उन नये विकसित क्षेत्रों/सोसाइटी/आपार्टमेंट्स/कालोनियों के संबंध में सूचना का सत्यापन करना होता है जो अर्थिक में है और जिन्हें नामांकल के संबंधित भाग में शामिल नहीं किया गया है और उसका इस बंड के सुसंगत प्रत्यय में उल्लेख करना चाहिए। यह भी सुनिश्चित किया जाए कि ऐसी सोसाइटी/क्षेत्र की सूचना को नियांधक नामांकल के अन्य भागों में नहीं दोहराया जाए।

अनुदेश

(1) वीएलओ की दी गई नियांधक नामांकल के संबंधित भाग के अंदर समाविष्ट प्रत्येक बंड के व्योरे दर्शाता (भाषा(ओ)) का उल्लेख करें) विवरण संलग्न है। (भाषा(ओ) का उल्लेख करें) प्रत्येक भाग के व्योरे का आंशिक सा से सत्यापन किया जाना चाहिए। यदि किसी भाग के नाम/पत्र/पिता कोड के व्योरे में कुटि (भाषा(ओ) का उल्लेख करें) है तो उसका लाल स्नायू से घेरा बनाया जाना चाहिए और सही व्योरे उसके नीचे की लाइट में संगत स्तंभ में लिखें जाने चाहिए। यदि उस भाग में कोई तया अंश जोड़ा गया है तो उसका भी उल्लेख किया जाना चाहिए।
(2) संबंधित भाग के निर्धारण के सत्यापन के दौरान एकत्र किए गए पाठ-6, 7 और 8 के दृष्टि-आधार बंधन, दूरभाष संदर्भों और साधारण साधनवालीय व्यवसाय को नीचे दी गई संरचना में प्रत्येक शुक्रवार को रिकार्ड किया जाना चाहिए:

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च. एल. ओ. के हस्ताक्षर

सेक्टर ऑफिसर का नाम एवं पदलालिम:

सेक्टर ऑफिसर का मोबाइल नं.:

सेक्टर ऑफिसर के हस्ताक्षर:
### विधान सभा निर्याचन क्षेत्र की संख्या व नाम

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#### कुल निर्याचक

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ਅਧਿਐਨਕੀ ਵਿਧੀ:

1. ਕੁਹਾਰਾ ਲਈ ਪੁਰਾਣ ਸੰਖਿਆਵਾਂ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਯਾਤ ਵਿਚਕਾਰ।
2. ਵੀਅ ਲਈ ਸੰਖਿਆਵਾਂ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
3. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
4. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
5. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
6. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
7. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
8. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
9. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
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11. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
12. ਕੁਹਾਰਾ ਲਈ ਕੁਹਾਰਾ ਦੀ ਸੰਖਿਆਵਾਂ ਦੀ ਵਿਸਤਰਣ ਦੇ ਲਈ ਕੋਨੇ ਵਿਖਤ ਵਿਚਕਾਰ।
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विधान सभा निर्वाचन क्षेत्र में सम्मिलित किए गए सेक्शनों की भागावार सूची

विधान सभा निर्वाचन क्षेत्र की सं. एवं नामः

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<th>क्षेत्र का विस्तार (सोमाइली/आपार्टमेंट/फ्लैट/पॉल/चाल/वाह/फालिया/मोहल्ला का नाम)</th>
<th>मुख्य क्षेत्र (यह क्षेत्र जिसमें विस्तृत क्षेत्र शामिल किया गया है)</th>
<th>मतदान दूसरे के याम/शहर का नाम</th>
<th>पिन कोड सं.</th>
<th>क्षेत्र का विस्तार (सोमाइली/आपार्टमेंट/फ्लैट/पॉल/चाल/फ्लैट/लेत/मोहल्ला का नाम)</th>
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विधान सभा निर्वाचन क्षेत्र ने निर्वाचित कर्मियों के निर्वाचन रजिस्ट्रीकरण अधिकारी का कार्यालय

लोपिता

उपयुक्त विषय के संबंध में इस अधिनियम लोपिता द्वारा इसका यह सूचित किया जाता है कि इस कार्यालय के अधीन आने वाले विधान सभा निर्वाचन क्षेत्र... की सामान्य कार्यालय में, आपका नाम/आपके परिवार के सदस्य का नाम पंजीकृत है। परंतु यदि नेताओं अधिकारियों द्वारा निर्वाचित नामांकन के प्रस्तुत सन्वाद के दौरान, आप अपने नियामक स्थान के पास पर उपस्थित नहीं थे। अतः ऐसा प्रतीत होता है कि आप कोई और नियामक स्थान पर नियामक नियोजित नहीं हैं, पर नियामक नहीं कर रहे हैं।

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<th>क्रम सं.</th>
<th>भाग सं.</th>
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इस लोपिता के माध्यम से इसका यह सूचित किया जाता है कि आप अपने सामान्य नियामक स्थान पर नहीं रहे हैं। अतः कृपया लिखित करने यह रहता है कि विधान सभा निर्वाचन क्षेत्र... की माग सं... में वंजीकृत आपके आपके परिवार के सदस्य के नाम पंजीकृत करने का माफी माँगते हैं। स्पष्ट रूप से, यदि आप उपयुक्त स्थान पर परिवार के सदस्य का नाम नहीं पंजीकृत करते हैं, तो यह सूचित किया जाता है कि आप/आपके परिवार के सदस्य का नाम पंजीकृत करने का माफी माँगते हैं। समय अनुसार उपयुक्त स्थान पर परिवार के सदस्य का नाम पंजीकृत करने का माफी मांगते हैं। इस कार्यालय में उपस्थित होना चाहिए।

कृपया नोट करें कि इस लोपिता को प्राप्त करने के याचिका की हेतु हम आपके उत्तर व आपके प्राप्त नहीं करते हैं। यदि यह समझा जाएगा कि आपको इस संदर्भ में कुछ भी नहीं कहता है और लोक प्रतिनिधित्व अधिनियम, 1950 की पार 22 के अनुसार हमारे प्रचारिका के अनुसार निर्वाचित नामांकन से आपका नाम हटा दिया जाएगा।

निर्वाचित रजिस्ट्रीकरण अधिकारी

विधान सभा निर्वाचन क्षेत्र

मृत्यु दलित अधिकारी के लिए लोपिता

(1) उपर व्यदरित निर्वाचक/परिवार उपस्थित है, तो परिवार के सदस्य को नोटिश दिया जाना चाहिए और उसके हस्ताक्षर लेना चाहिए।

निर्वाचक/परिवार के सदस्य का नाम और हस्ताक्षर :

(2) यदि उपयुक्त निर्वाचक/परिवार शिफ्ट है तो यह तत्काल यह शिफ्ट हुआ इस लोपिता का केवल नियामक स्थान पर नियामक नियोजित नहीं है, तो किया जाना चाहिए और यदि तत्काल शिफ्ट किया जाना चाहिए।

शिफ्ट दुर्दम्य व्यक्ति का वर्तमान पता :

सूचना देने वाले व्यक्ति का नाम और पता :

सूचना देने वाले व्यक्ति के हस्ताक्षर :

मृत्यु दलित अधिकारी के हस्ताक्षर
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INDICATIVE SAMPLE OF VOTER SLIP

ELECTION COMMISSION OF INDIA
General Election to Legislative Assembly of [State/UT] - 2017

Map of the Polling station

Important Information for Voters

- B.O.: [Name and Contact No]
- All the voters who are in the queue at the closing time of the poll shall be allowed to cast their votes.
- There are separate queues for women, senior citizens, and persons with disabilities.
- Each voter can be permitted to take an adult companion into the voting compartment for recording the vote.
- Gadgets like mobile phones and cameras are not allowed inside the polling booth.
- Offering or accepting money or any other gratification to vote for a particular candidate is a corrupt practice under law.
- No letter to be left behind. Every Vote Counts.

District Election Office: [District Name]
DEO website: [Website]
DEO Helpline No.: [Number]

Date of Poll: [Date]
Timings: [Start Time] to [End Time]

Map of the Polling station

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Map of the Polling station

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Date of Poll: [Date]
Timings: [Start Time] to [End Time]

Map of the Polling station

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District Election Office: [District Name]
DEO website: [Website]
DEO Helpline No.: [Number]

Date of Poll: [Date]
Timings: [Start Time] to [End Time]

Map of the Polling station

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- B.O.: [Name and Contact No]
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District Election Office: [District Name]
DEO website: [Website]
DEO Helpline No.: [Number]

Date of Poll: [Date]
Timings: [Start Time] to [End Time]
ILLUSTRATIONS ON PORTRAIT QUALITY OF PHOTOS

- too close
- too far away
- blurred
- ink marked/creased
- looking away
- unnatural skin tones
- too dark
- too light

ANNEXURE-T12
(Part-B: Financial Bid)

Financial Bid Submission Sheet

To, {Procuring Entity}

Reference: NIB No. : ___________________________ Dated: __________

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: PBQ responses / revised bid /change in the Scope etc. whatsoever it may be, __________________________________________________________________________

(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/Items/Material and Related Services:

________________________________________________________________________

(c) The total Price for our bid is: ____________________________________________

(d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(f) We also understand that all the forms viz. 6, 7, 8, 8A, 6A, 001 etc, reports, scanning of electors’ photos, rationalization data etc. received from ERO/DEO, camp, mega-campaigns, special drives, any revision etc. have to be digitized/data entered whether in small volume or large volume, Scanned forms/cropping photographs before uploading (checklists till last correction in Forms data – 100% error free, corrected) into appropriate system/portal (ERONET/ERMS) as the case it may be, as per instructions given to us. We also understand that all the received forms will be done entered/processed within the time period mentioned.

(g) We also hereby declare that if the volume of data entry work of forms is higher or in case of urgency, we agree to deploy extra trained data entry operator along with ICT infrastructure without any extra cost.

(h) We also hereby declare to establish setup at districts/ac level with manpower & equipment as mentioned in the bid. Otherwise we understand that our contract may liable to be cancelled.

Name: ____________________________________________________________

In the capacity of: __________________________________________________

Signed: __________________________________________________________

Date: _____________________________________________________________

Duly authorised 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,

DEO, JAIPUR

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/ job as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

1. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

2. I / We undertake, if our bid is accepted, to deliver the mentioned job in accordance with the delivery schedule specified in the schedule of Requirements otherwise LD (penalty) clause shall be implemented on us.

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. I / we hereby declare that 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. I / We understand that you are not bound to accept the lowest or any bid you may receive.

8. I / We will not sublet the contract if awarded to us.

9. I / We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/para/text from the original bid.

10. I / we hereby declare that no other cost shall be charged from the PE after quoting rates in the bid looking to the items/material/works/services to be rendered to achieve the said goal.

11. I / We also hereby declare that to enter all the forms, digitize, Scanned forms/cropping photographs before uploading (checklists till last correction in Forms data – 100% error free, corrected) into appropriate system/portal (ERONET/ERMS)as per instructions given to us. This will be done within the time period mentioned.

12. I / We also hereby declare that if the volume of data entry work of forms is higher or in case of urgency, we agree to deploy extra trained data entry operator along with ICT infrastructure without any extra cost.

13. I / We also hereby declare that we shall not publish electors’ mobile number, Aadhar number & e-mail address in public domain otherwise it would be treated under the clause of breach of confidentiality and necessary action shall be taken by the PE against us with in Act and Procurement Rules along with Laws of Land will also be applicable, if not sufficient.

14. I / We also hereby declare to establish setup at districts/ac level with manpower & equipment as mentioned in the bid. Otherwise we understand that our contract may liable to be cancelled.

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/ jobs based proposal to achieve said goal 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:

09 August 2017
# Sample Format only For Reference

## Financial Bid Format (BoQ)

**(TURN KEY PROJECT)**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Job work (as mentioned/specifyed in the bid document)</th>
<th>Unit</th>
<th>Estimated Qty.</th>
<th>Unit Cost (Excluding prevailing tax)</th>
<th>Total Cost in INR (Excluding prevailing tax)</th>
<th>Specify Applicable Tax in percentage (%)</th>
<th>Total Applicable Tax in INR</th>
<th>Total Cost in INR (Inclusive of all taxes &amp; charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Printing &amp; Supply of duly verified &amp; 100% corrected Draft PER after Integrating of E-Rolls and Rationalization overall as below. This includes (checklist(s) till last correction in PER): a) Checklist(s) for correction in PER, Integration* &amp; Rationalization* processes; b) Making Corrections; c) 100% error &amp; correction free final digital printout on single side printing</td>
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<td>5,60,000</td>
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<td>2</td>
<td>Printing &amp; Supply of duly verified &amp;100% corrected: (a) Supplement-01 before Final Publication of PER, &amp; (b) Supplement-02 after Final Publication of PER but before next Draft PER This includes (checklist(s), till last correction in PER): a) Data entry of all forms, reports, scanning of photo, processing of all Forms etc.in the <strong>ERO-Net system</strong> b) Checklist(s) for correction in PER; c) Making Corrections; d) 100% error &amp; correction free final</td>
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<td>26,000</td>
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<td>S. No.</td>
<td>Description of Job work (as mentioned /specified in the bid document)</td>
<td>Unit</td>
<td>Estimated Qty.</td>
<td>Unit Cost (Excluding prevailing tax)</td>
<td>Total Cost in INR (Excluding prevailing tax)</td>
<td>Specify Applicable Tax in percentage (%)</td>
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<td>3.</td>
<td>Printing &amp; Supply of duly verified &amp; 100% corrected: (a) Supplement-01 before Final Publication of PER, &amp; (b) Supplement-02 after Final Publication of PER but before next Draft PER This includes (checklist(s) till last correction in PER): a) Data entry of all Forms, scanning of photo etc. in the <strong>ERMS system</strong>. b) Checklist(s) for correction in PER; c) Making Corrections; d) 100% error &amp; correction free final digital printout on single side printing</td>
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<td>4.</td>
<td><strong>Digital Printing:</strong> PER, BLO Register, Voter-slips, any other electoral documents, etc. as specified by DEO/ERO.</td>
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<td>60,000</td>
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<td></td>
<td>B. Both Sided Digital Print</td>
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<td>5.</td>
<td><strong>Scanning:</strong> scanning of A4 size to Legal Size Docs etc. as per specifications mentioned in the bid or as per directions of DEO/ERO.</td>
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<td>5,20,000</td>
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<td>A. Single Side Scanning</td>
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<td>B. Both Sided Scanning (Through Duplexer)</td>
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<td>S. No.</td>
<td>Description of Job work (as mentioned /specified in the bid document)</td>
<td>Unit</td>
<td>Estimated Qty.</td>
<td>Unit Cost (Excluding prevailing tax)</td>
<td>Total Cost in INR (Excluding prevailing tax)</td>
<td>Specify Applicable Tax in percentage (%)</td>
<td>Total Applicable Tax in INR</td>
<td>Total Cost in INR (Inclusive of all taxes &amp; charges)</td>
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<td>6.</td>
<td>Photocopying: E-Rolls/PER, Supplements, any other electoral documents etc. with no. of copies as per specifications mentioned in the bid or as per directions of DEO/ERO.</td>
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<td>A.</td>
<td>Single Side Photocopy</td>
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<td>B.</td>
<td>Both Sided Photocopy</td>
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<td>7.</td>
<td>Binding of BLO Register: As per specifications mentioned in the bid.</td>
<td>Register</td>
<td>12,000</td>
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<td>8.</td>
<td>Preparation of PS-CD-ROM: Preparing PS-CD-ROMs as mentioned in the bid containing PER without photo in hard jacket properly superscripted to identify and for any other electoral material as per direction of DEO/ERO.</td>
<td>CD/DVD</td>
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<td>9. *</td>
<td>Grand Total = (In Figures)</td>
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<td>Grand Total = (In Words)</td>
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Note:

1. * Integration and rationalization will be done using REIL (SLA) developed modules integrated into Online ERMS. Vendors are not required to develop system for these separately.
2. All the fields/columns of the financial bid, are mandatory to be filled in, otherwise the bid may liable to be rejected.
3. Digital printout of PER will have one cover page. In the set of photocopy, if cover page and last page are (in case of double side photocopy) single page photocopy, then charges would be applicable of SINGLE SIDE only.
4. The successful bidder will execute the work as per the work defined in the bid document or DOE/ERO right from data entry of Forms to Printing of E-Roll i.e. all the stages mentioned in the ERO-Net/ERMS; however in special circumstances ECI/ED may issue some special instructions, these shall have to be incorporated / executed by the bidder without any cost and in the time period given.
5. Amount must be mentioned in up to 2 decimal points (rounded).
6. Vendor has to do the data entry of all forms (6, 6A, 7, 8, 8A, 001 etc.), reports, ps-information (for rationalization), scanning of electors' photo, as mentioned and specified in the bid or specified by DEO/ECI guidelines.
FORM OF PERFORMANCE SECURITY DECLARATION

Date: ________________  [insert date (as day, month and year)]
Contract Name and No.: ________________  [insert name and number of Contract]
To,

{Procuring Entity}

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for subject matter.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of ...........

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

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

Signed: ______________________  [insert signature of person whose name and capacity are shown]
In the capacity of: __________ [insert legal capacity of person signing the Performance Security Declaration]
Name: ______________________  [insert complete name of person signing the Declaration]
Duly authorized to sign the Contract for and on behalf of: ____________________________
[Insert complete name and address of the bidder] Dated on day of,____________________ [insert date of signing]

Corporate Seal

Note:

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

(to be mutually signed by selected bidder and Procuring Entity)

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

Agreement

An agreement made this __________________ day of __________ between ________________ (hereinafter called "the 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") 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/Items/Material and Related Services, viz., ____________________________________________________________ and has accepted a bid by the Supplier for the supply of those Goods/Items/Material and Related Services for the sum of ____________________________________________________________ (amount in figures and words) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 no.___________ dated ___/___/_______ shall be deemed to form and be read and construed as part of this Agreement.
3. 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/Items/Material and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of LOI/work order i.e. ____________ and completed by supplier within the period as specified in the bid document.
5. In case of extension in the delivery and/ or installation period/ completion period of providing the Goods/Items/Material 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/Items/Material and Related Services in on account of hindrances beyond the control of supplier.

6. The RTPP Act, 2012 & thereto, Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

8. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods/Items/Material and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( )</td>
<td>( SH. SIDDHARTH MAHAJAN)</td>
</tr>
<tr>
<td>Designation:</td>
<td>Designation:</td>
</tr>
<tr>
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<td>District Election Officer (Collector), Govt. of Rajasthan, Jaipur</td>
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<th>In the presence of:</th>
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<td>( SH. SUNIL BHATI)</td>
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| ( ) | ( SH. SIDDHARTH MAHAJAN) |
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