

राजस्थान सरकार
निर्वाचन विभाग

क्र. प. 3(10)III/ए/निर्वा/2010/380

जयपुर, दिनांक: 10-02-2010

निविदा सूचना

भारत निर्वाचन आयोग के निर्देशानुसार निम्नांकित कार्य के लिए अनुभवी निविदादाताओं से मोहरबंद निविदाएं निर्धारित प्रपत्र में आमंत्रित की जाती है :-

क्र.सं.	कार्य का विवरण	मतदाताओं की अनुमानित संख्या	कार्य की अनुमानित लागत	धरोहर राशि
1.	राजस्थान राज्य के 200 विधानसभा क्षेत्रों की पुनर्गठित मतदान केन्द्रवार कम्प्यूटराईज्ड फोटोयुक्त एकीकृत मतदाता सूची तैयार कर आपूर्ति करने का कार्य ।	370 लाख	280 लाख	5.60 लाख

उक्त कार्य के लिए वाणिज्यिक निविदा एवं तकनीकी निविदा पृथक- पृथक लिफाफे में दी जावेगी। तकनीकी निविदा के उचित एवं योग्य पाये जाने पर ही वाणिज्यिक निविदा पर विचार किया जावेगा।

कार्य के लिए निविदा प्रपत्र मय शर्तों एवं विवरण के अधोहस्ताक्षरकर्ता के कार्यालय से कार्यालय समय के दौरान निविदा प्रकाशन की तिथी से किसी भी कार्यदिवस में दिनांक 15 मार्च, 2010 (समय अपराह्न 1.00 बजे) तक 500/- रुपये नकद अथवा डाक से 650/- रुपये प्रति प्रपत्र बैंक ड्राफ्ट या मनीऑर्डर द्वारा जो अधोहस्ताक्षरकर्ता के नाम से देय हो, भेजकर प्राप्त किये जा सकते हैं। इस राशि का प्रदाय (Refund) नहीं किया जावेगा एवं डाक से प्रेषित किये जाने वाले निविदा प्रपत्र के विलम्ब के लिये विभाग जिम्मेदार नहीं होगा।

उपरोक्त कार्य के लिए निविदा लिफाफे पर "राजस्थान राज्य की 200 पुनर्गठित विधानसभा क्षेत्रों की मतदान केन्द्रवार कम्प्यूटराईज्ड फोटोयुक्त एकीकृत मतदाता सूची तैयार कर आपूर्ति करने का कार्य" अंकित कर दिनांक 15 मार्च, 2010 को सांय 3.00 बजे तक अधोहस्ताक्षरकर्ता के कार्यालय में जमा करायी जा सकती है। प्राप्त निविदाओं को इसी दिन सांय 3.30 बजे उपस्थित निविदादाताओं के समक्ष संयुक्त मुख्य निर्वाचन अधिकारी के कक्ष (कमरा न. 7101) प्रथम तल, फूड बिल्डिंग, सचिवालय, जयपुर में खोला जाएगा। विलम्ब से प्राप्त निविदाओं पर विचार नहीं किया जाएगा।

निविदा के साथ बतौर बयाना राशि प्रस्तावित निविदा राशि 280 लाख का 2 प्रतिशत अर्थात् रूपये 5.60 लाख एवं राज्य की पंजीकृत लघु औद्योगिक इकाइयों के लिये आधा प्रतिशत अर्थात् रूपये 1.40 लाख का डिमान्ड ड्राफ्ट/बैंकर चैक जो कि मुख्य निर्वाचन अधिकारी, राजस्थान जयपुर के पक्ष में देय हो, संलग्न करना अनिवार्य है। इसके अभाव में निविदा पर कोई विचार नहीं किया जाएगा। निविदा को बिना कारण बताये अस्वीकार/निरस्त करने, कार्य को दो अथवा दो से अधिक निविदादाताओं के मध्य वितरित करने का सम्पूर्ण अधिकार मुख्य निर्वाचन अधिकारी, राजस्थान, जयपुर को होगा।

निविदा का विस्तृत विवरण वेबसाइट "www.dipronline.org एवं www.ceorajasthan.nic.in" पर देखे।

संयुक्त मुख्य निर्वाचन अधिकारी,
राजस्थान, जयपुर ।

**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT
FOOD BUILDING, SECRETARIAT
JAIPUR**

Tender Form No: _____

Date of Issuing: _____

Price: Rs. 500/-

Total No of pages in document: 17
Annexure Enclosed

Issued by:

TENDER FORM

(PART-A-General-cum-Technical Bid)

SUBJECT : Preparation and supply of reorganized polling station wise computerized Photo Electoral Rolls 2010 of all 200-Assembly Constituencies of the State.

Name of the Firm:	
Name of the contact person:	
Full address of the Head & Registered office of the Firm	
Telephone nos.:	
Fax nos.:	
E-Mail Address	
Other branches/offices of the tenderer in the State of Rajasthan (List may be enclosed).	
Amount of Earnest Money (in figures)	
(In words)	
DD / Banker Cheque No	
Date	
Drawn on (Name of Bank and Branch)	

TERMS & CONDITIONS

(I) Introduction:

A. Present status of Electoral Roll

The State of Rajasthan has 7 administrative divisions, 33 districts, 191 sub-divisions, 241 tehsils, with 3.42 lakh square kms of area. Rajasthan is the largest State in the country. It has 10.41% of the total geographical area of the country but it supports only 5% population of the country. It has 1040-km long international border with Pakistan. Its neighboring States are Punjab, Haryana, Uttar Pradesh, Madhya Pradesh and Gujarat. Presently there are 200-assembly constituencies in Rajasthan. These have been further divided into 42,702 polling stations. The electoral rolls are maintained polling stations wise. However, within polling stations they are further arranged in sections (locality & area) according to house numbers. There are approximately 370 lakh electors in the computerized Photo Electoral Rolls-2009 of the State. The final publication of photo electoral roll 2009 was made with reference to 1-1-09 with semi integrated computerized photo electoral roll along with two supplements. The SLA (i.e. M/s Rajcomp) will provide soft copy of computerised data of Mother Roll & Supplements. The concerned D.E.O. will provide the Hard Copy of the Mother Rolls and its supplements to the concerned firms. It is responsibility of the contractor firms to update and integrate both the supplements at appropriate place into the Mother Roll. The division-wise tentative figures of total electors is enclosed with this document at **Annexure-I**. The database structure in which the databases of Photo Electoral Rolls are to be maintained is enclosed at **Annexure-II**.

B. Scope of work :

Part-I (Integration & Consolidation of E-Rolls and supply of Draft photo electoral rolls):

1. Before integration, the contractor firm will create an additional field (Old_Ref) of seven digits in the table number 20 and it will be replaced with existing polling station number and voter serial number of the electors. The first three digits will correspond for the existing polling station number and last four digits will correspond to the existing voter serial number of the electors. This information (i.e. Old_Ref) will be maintained up to final database and will be supplied to the department along with the back up of final database. The database structure of 42 tables in which the database of Photo Electoral Rolls has to be maintained is enclosed at Annexure-II.
2. Pickup the correction as marked in the hardcopy of the existing Photo Electoral Rolls and updates the additions, deletion and corrections of continuous revision in the database of photo electoral rolls.
3. Renumbering, merging, deleting and creation of sections wherever necessary. The contractor firms are also liable to rectify the discrepancy of duplicate sections within a part (i.e. duplicate area & localities) in association with the staff of DEO/ERO concern.
4. Integrating the Mother rolls with supplements & referral sheets and giving the revised serial numbers to every elector.
5. The District Election Officers have already marked of electors in the Photo Electoral Rolls by giving them auxiliary serial numbers. These electors will have to be shifted according to these auxiliary serial numbers.
6. Additions of supplements have also been given auxiliary serial numbers. These electors will also have to be shifted according to these auxiliary serial numbers.
7. The electors who were marked "deleted" in the electoral rolls will have to be permanently deleted from the Integrated Photo Electoral Rolls.
8. The contractor firms should maintain 100% accuracy during the punching and updation of database of Photo Electoral Rolls.

9. Merge the images & epic numbers of forthcoming Electoral Photo Identity Cards programme in the database of Photo Electoral Rolls of concerned assembly constituencies
10. Put the validation checks on the database & correct the discrepancies.
11. Prepare and supply the polling station wise checklists (working copy) of Integrated Photo Electoral Rolls (i.e. Draft 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 format of the Electoral Rolls & its supplement are enclosed with this document as **annexure-III**.
12. The standard software for generating the printout of Photo Electoral Rolls shall be provided by the SLA of the Department. Moreover, reorganize the database of photo electoral rolls as per the new reorganization of polling station will be made by the contracted firms by using their own developed software.
13. Checklists of Photo Electoral Rolls along with the original record will be sent to the districts for proof reading.
14. Nine photocopy sets of checklists of Photo Electoral Rolls will be prepared and supplied by the contractor firms to the office of the concerned District Election Officer on same photo copy rates. The master set will be prepared and supplied single side printed while all the photocopy sets will be of both sided photocopied.
15. The DEO/ERO will make arrangements for checking of checklists of Photo Electoral Rolls and mark corrections if any and return it to contractor firm.
16. After incorporating corrections in the database, as marked by the staff of concerned Electoral Registration Officer in the checklist, the contractor firm will generate one laser printout of Photo Electoral Rolls and supply it along with the checklists to the concerned DEO for proof reading.
17. 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 laser printout of Integrated 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 laser 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 Laser printout is the same as the final checklist then he will authenticate the final printout of Integrated Photo Electoral Rolls (i.e. Draft Electoral Rolls for next 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 laser printout 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.
18. 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 time.
19. During the process, the contractor firm will prepare & supply the statistical reports as and when required by the department / E.C.I. New Delhi.
20. The contractor firm will also supply 10 sets of photocopy of Draft photo electoral roll & 10 sets PS-CD ROM of each assembly constituencies to the concerned District Election Officer within 10 days from the date of receipt of the authenticated final printout of Integrated Photo Electoral Rolls. PS-CD ROM shall be prepared without images of the electors. Contractor firms ensured that PS-CD ROM supplied by them must be identical with the authenticated copy of the Photo Electoral Rolls.

Part-II preparation & supply of supplement Photo Electoral Rolls for final publication:

21. The contractor firms will also prepare & supply one single side printed laser printout set, 10 photocopy sets & 10 sets of PS CD ROM (without images of electors) of the supplement of Photo Electoral Rolls-2010. The same procedure, as prescribed in Part-I, will be followed during the preparation & supply of supplement of Photo Electoral Rolls-2010.

Others :

22. The Department can increase or decrease the tendered 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 on this account.
23. As the Photo Copy sets will be used for publication of Electoral Rolls 2010, hence quality of photo copies must be ensured upto the mark.
24. During the process of preparation of Photo Electoral Rolls, the Department may have images/ Photo of electors, who have been issued the EPIC in the next round/Phase of EPIC programme, the contractor firm will also be liable to link, Scane; store & print these new images in the checklist/final printout of the Photo Electoral Rolls without any additional charge.
25. During the work, in case a situation arises where some related additional work has to be carried out then contractor firm shall be liable to carry out the additional work on the rates mutually decided by the Department and the contractor firm. In case, agreement between Department and contractor firm is not reached on the rates of additional work, then the decision of the Department on the rates of additional work will be final and contractor firm will be liable to carry out the assigned additional work on the rates as decided by the Department.
26. Font to be used to prepare the Integrated Photo Electoral Rolls should be UNICODE. The database of photo electoral rolls are maintained bilingually (Hindi & English). Therefore, the contractor firm should update the information in both languages.

CONDITION No. 2

- (i) **Specifications of Papers to be used by the contractor firm:** - Paper to be used by the contractor firm for generating the laser printout of Photo Electoral Rolls and its supplements and photo copy sets of Photo Electoral Rolls and its supplements, will be of 75GSM, A-4 size white paper of good quality ISI mark.
- (ii) **DELIVERABLE:** -
- (a) Contractor will prepare & supply one laser print out set of working copy /Checklist as well as nine photocopy sets.
- (b) Contractor will prepare and supply one single sided printed laser print out set of Integrated draft Photo Electoral Rolls and its supplements to the office of the concerned DEO.
- (c) The contractor firm will supply assembly constituency's wise 10 sets of photo copy & 10 sets of PS-CD ROM of Integrated Photo Electoral Rolls (Draft Electoral Rolls) and its supplements (i.e. CD contains the Draft Photo Electoral Rolls along with its supplements). PS-CD ROM must be prepared without images. Each PS-CD ROM should be supplied in separate plastic hard cover. The contractor firm will also write the name of assembly constituency and type of Electoral Rolls (i.e. Draft Electoral Rolls- or Final Photo Electoral Rolls) on both, i.e. on covers and PS-CD ROM through permanent marker and he should also put his signature on the CD by permanent marker to make it

- authenticate. Polling station wise separate pdf files must be prepared and supplied by the contractor firm.
- (d) The contractor firm will prepare and supply assembly constituency's wise back up of polling station wise computerized Photo Electoral Rolls as per the guidelines issued by the SLA/ECl in triplicate external Hard disks having USB connection.
 - (e) DVD/CDs used for delivering computerized back up and PS-CD ROM must be either one of HP/Samsung/Sony/Moserbaer make.

CONDITION No. 3

1. Previous experience of the work of preparation & supply of computerized Electoral Rolls as per the guidelines of the Election Commission of India is compulsory. The tenderer must have past experience of preparation and supply of computerized Electoral Rolls of at least any one district of the country in last five financial years (i.e. financial year 2005-06 onwards). Otherwise his tender will be rejected. In support of the desired experience, an attested photocopy of certificate of satisfactory completion of previous works from the Chief Electoral Officer or District Election Officer concerned. He should also submit the copy of final sanction of payments with the bid.
2. The bidder must have an average annual turnover of Rs. 40 lakhs or above during the last 3 financial years i.e. financial year 2006-07 on ward. The audited balance sheets of the last three financial years should be enclosed with the tender.
3. Tenderer must have sufficient resources to complete the aforesaid task. Committee of the Department has right to inspect and verify the resources available with the Tenderer. During the inspection, if committee finds that the tenderer doesn't have sufficient resources to carry out the aforesaid work within stipulated time and desired quality, no work will be allotted to the tenderer.
4. Tenderer who has been blacklisted in past by any Government Organization in India would not be eligible to take part in this tender. An affidavit in this regard must be enclosed along with the tender document.
5. The details of work executed by the tenderers and the resources/manpower available with the tenderers and details of audited balance sheet of the vendor will be enclosed by the tenderers along with his tender in the enclosed annexure no. IV, V VI respectively.

Condition No . 4

Allotment of Division:

The State of Rajasthan has 7 administrative divisions. However, the Tenderer can bid for all or any divisions; but one bidder will be allotted maximum two divisions except Jaipur division. Keeping in view of large number of electors in Jaipur division, the bidder, who will be allotted the work of Jaipur division, will not be considered for second division.

The bidder who is found to be lowest in any division will be given first priority for allotment of that particular division. If the bidder is lowest in more than two divisions then he will be entitled for getting allotment for only up to two divisions which are comparatively lowest amongst the bids submitted by him. If a bidder is lowest in more than two divisions and quoted the same rate, maximum up to the two divisions, as per his choice, will be allotted to that Bidder. However, the decision of CEO shall be final.

In case of a division where L1 cannot be allotted that division (because of the reason that the L1 Bidder has already been allotted upto two other divisions), the L2 Bidder shall be offered the work of division at L1 rates. If the L2 bidder does not accept the offer or he has already been allotted two divisions, the L3 bidder shall be offered that

division at L1 rates. In case the L3 bidder and in the similar sequence other bidders do not accept the division at L1 rates; Chief Electoral Officer will take the decision thereof.

CONDITION No. 5

If the contractor firm does not have an operating office in Rajasthan, he will have to open his local office in State at Jaipur or at a district headquarter within a period of one week from the date of issue of Letter of Intent (LOI) under intimation to this office.

If deemed necessary, assistance for corrections, updating and integration from the staff of the concerned District Election Officer/Electoral Registration Officer will be provided in the local office of the firm located in Rajasthan.

Existing Photo Electoral Rolls-2009 and its supplement, checklists and authenticated final printouts of newly prepare Integrated Photo Electoral Rolls will be delivered by the staff of the concerned District Election Officer/Electoral Registration Officer in the local office of the firm. The staff will not be permitted to undertake journey outside the State in any case.

CONDITION No. 6

Sealed tenders are invited in two bids in separate envelopes {(1) General cum Technical Bid (2) Commercial Bid}. Each page of the tender will be signed and sealed by the tenderer. The tender forms should be filled in by pen or typed, Entries through pencil, any cutting and over writing will not be allowed.

Both the envelopes should be put in a sealed big envelope. Details such as Tenderers Name and Address, job work, date and time of opening, etc., should be clearly mentioned on the big envelope.

The commercial bids of only those tenderers who qualify in General-cum-Technical Bid will be opened. The time & date of opening the Commercial Bid will be intimated separately to the successful tenderers by the department.

The Draft / Banker Cheque of Earnest Money amounting to Rupees 5.60 lakhs to be deposited by the Tenderers will be attached with the General Bid. Tenders received without EMD will not be considered. The earnest money should be in form of Demand Draft / Banker Cheque in favour of "**Chief Electoral Officer, Rajasthan, Jaipur**". In case of SSI units the earnest money shall be Rupees 1.40 lakhs.

CONDITION No. 7

1. The rate quoted should be valid and operative, for supply orders as issued by Election Department, Government of Rajasthan, Jaipur. It is binding on the tenderer (s) to execute the job entrusted to him by the District Election Officer at the place, date and time, to be decided by the concerned District Election Officer at rates quoted by the tenderer (s) and accepted by the Chief Electoral Officer, Rajasthan.
2. Conditional tenders shall be rejected without assigning any reason.
3. One, who is not registered under the sales tax Act. Prevalent in the state where his business is located, shall not submit tender. The sales tax registration number should be quoted and a sales tax clearance certificate from the commercial taxes officer of the concerned circle shall be submitted otherwise the tender is liable to be rejected
4. Tenderers will have to submit latest income tax clearance certificate and sale tax clearance certificate from the concerned department along with the tender document otherwise tender may not be considered.
5. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall put-on his signature on each page of the tender form and at the end in token of acceptance of all terms and conditions of the tender.

6. Rates shall be written both in words and in figures. There should not be errors, cuttings and over-writings, Corrections if any, shall be made clear and attested by signature and date. Rates should be all inclusive.

CONDITION NO.8

The person/persons whose tender is accepted shall be hereinafter called the contractor which shall unless excluded by or repugnant to the context include his heirs, executors, administrators and his assignees.

CONDITION NO.9

The Tenderer/s will have to get the sample of the white paper of not less than 75 GSM approved from the Election Department, Rajasthan, Jaipur for Photo Electoral Rolls. The Paper to be used to prepare the Photo Electoral Rolls as specified in tender shall be got tested from the National Laboratory. The contractor shall obtain samples from its whole lot on random basis and send them to the National Laboratory for testing. The contractor will submit the test report along with the tested samples to the Department with an undertaking on Non-Judicial Stamp Paper worth Rs.10/- that they have taken the samples so tested from the lots on random basis, which have been used for the preparation of Photo Electoral Rolls for the Department. The Department will provide the format of undertaking.

CONDITION NO.10

The period of the agreement will be one year from the date of issuing the work order. The Department has right to extend it further. The Contractor firm will be binding to prepare and supply the Photo Electoral Rolls of concerning divisions on the same terms and conditions of the agreement during the extended period.

CONDITION NO.11

The contractor shall supply backup of computerized database of Photo Electoral Rolls in English and Hindi (in Unicode) on assembly constituencies wise in triplicate media as specified by the department with appropriate software, after the completion of the work. If any assistance will be required for verification of the supplied data, the contractor firm will provide it. The database should be SQL server 2000.

CONDITION NO.12

Successful Tenderer (Contractor) will have to pay security deposit equal to 5% of the value of the work allotted to him within seven days from the date of issuing the Letter of Intent to him. The amount of security deposit can be deposited in the form of Bank Guarantee or Demand Draft drawn in favour of CHIEF ELECTORAL OFFICER, RAJASTHAN, JAIPUR if the amount of security is more than 10 lacs. The Bank Guarantee, submitted by the contractor must be valid for next one year from the date of issue. If the amount of security deposit is less than 10 lacs, the vendor should submit at least 50% security amount in the form of Demand Draft. After submitting the required security deposit, the EMD deposited by the tenderer at the time of submission of tender document, will be returned. In case of SSI units the security deposit shall be equal to 1% of the work allotted.

CONDITION NO. 13

The security deposit so collected shall be refunded to the contractor after two months of the final payment provided the work done by the contractor is found satisfactory and is of good order. In this period, the contractor will have to complete any rectification work, which may be required by the Chief Electoral Officer, and/or concerned District Election Officer failing which the security deposit shall be adjusted towards the excess cost incurred by the Chief Electoral Officer and/or the concerned District Election Officer on such rectification work.

CONDITION NO.14

If any terms & conditions of the contract are breached and /or tenderer fails to complete the said work satisfactorily then the department will forfeit security amount deposited by the contractor firm. The decision of the Chief Electoral Officer, Rajasthan shall be final and binding on contractor firm.

CONDITION NO. 15

- (i) If the tenderer withdraws the tender or modifies his rates at any stage, the department shall forfeit the earnest money/security money deposited by him.
- (ii) The earnest money deposit will be returned to the unsuccessful tenders after tenders have been finalized.

CONDITION NO. 16

If the tenderer fails to pay the security deposit in the prescribed manner and time, the earnest money deposited by the Tenderer will be forfeited and credited to the Government. The successful Tenderer shall execute the agreement on a stamp paper of the appropriate value in favour of the Chief Electoral Officer; Rajasthan within 3 days from the date of issuing the Letter of Intent, failing which the earnest money deposited will be forfeited.

CONDITION NO. 17

The contractor shall maintain the Security Deposit amount throughout the contract period. All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or realized by sale of sufficient part of his security deposit or more as also the interest arising there from any Sums which may be due or may become due to Government from the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or realization by sale of security as aforesaid, the contractor shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or realized by sale of this security or any part thereof.

CONDITION NO. 18

RISK & COST CLAUSE

In case, the contractor fails to complete the work or any part thereof within the stipulated time or in case the work is not found in accordance with the prescribed specifications and / or approved sample, the Chief Electoral Officer, Rajasthan, suo- moto or on the basis of recommendation of concerned District Election Officer shall be competent to take following steps: -

- (i) In case contractor fails to supply deliverables as specified by the department within the stipulated time the liquidated damages shall be charged as per provisions of the G.F. & A. R as given under:-

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 which the tenderer has failed to supply :-

1 (a) delay upto one fourth period of the prescribed delivery period	2.5%
(b) delay exceeding one fourth but not exceeding half of the prescribed period.	5%
(c) delay exceeding half but not exceeding three fourth of the prescribed period	7.5%
(d) delay exceeding three fourth of the prescribed period	10%

- 2 Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- 3 The maximum amount of liquidated damages shall be 10%

(ii) Incomplete work for Photo Electoral Rolls:

Any incomplete portion can be got completed through any other agency at the risk and cost of the contractor without canceling the contract. The risk and cost shall be actual difference of rates or 10% of the cost of incomplete portion of work which ever is higher and it will be recoverable from the contractor.

- (iii) In the event of action being taken under condition no.18(ii) the contractor shall be liable to make good for any loss, which the Government of Rajasthan may sustain by reason of higher price, and / or any other administrative expenses incurred on the incomplete portion of work.

CONDITION NO. – 19

The work of preparation of Photo Electoral Rolls will be carried out strictly in accordance the following tentative schedule:

(I) Schedule-I (For Draft Photo Electoral Rolls):

S. no.	Activities	Responsibility	Time required
1	2	3	4
1	a. Creating the Old-Key field and replacing it with value of part number+voter serial number of electors. b. Reorganizing the sections c. Permanently deleting the entries marked "deleted" d. Inserting EPIC number & capture other corrections as marked in the marked copy of Photo Electoral Rolls. e. Integrating supplements with Mother Roll. f. Linking the images of the elector from the backup of EPIC with the other particular of the electors in the electoral rolls. g. Integrations	Contractor Firm	12 days
2	Preparation & supply of polling station wise checklists (working copy) of computerized Integrated Photo Electoral Rolls to the DEO concerned for checking and door to door survey alongwith nine photocopy sets.	Contractor firm	8 days
3	Checking the checklists and marking corrections in the checklists	Electoral Registration Officers	20 Days
4	Incorporating the corrections as marked in the checklists & prepares & supply fresh laser printout to the DEO concerned for authentication.	Contractor firm	15 days
5.	Checking and authentication of supplied printout of Integrated Photo Electoral Rolls.	DEO's	7 days
6.	Preparing & supplying the final printout of polling station wise computerize Integrated Photo Electoral Rolls along with assembly constituencies wise 10 PS-CD ROMs	Contractor Firm	8 days
7.	Preparing & supplying of 10 photocopy sets of final printout of polling station wise computerize Integrated Photo Electoral Rolls	Contractor Firm	10 days
	Total number of Days (Approximately):		80 days

(II) Schedule-II (Supplement-01 of Draft Photo Electoral Roll):

The contractor firm will ensure that supplement of Photo Electoral Rolls should be prepared and supplied within time frame to be approved by the ECI. Probably 15 to 21 days will be available for this task.

Note :

1. Zero date for first schedule shall be treated the date of issuing the work order and zero date for the second schedule will be treated the date next to last date of deciding claims and objections.
2. However activity wise tentative schedules is given in the above tables, but the overall completion period for the work of preparation and supply of the polling station wise computerized Draft Photo Electoral Rolls will be 80 days.
3. It will be responsibility of the contractor to collect the computerized back up of Electoral Rolls & EPIC from the office of the SLA (i.e. M/S RajComp).
4. The following material required for preparing the Integrated Photo Electoral Rolls (Draft Electoral Rolls) will be delivered by the staff of the concerned Electoral Registration Officers to the local office of the contractor firm:
 - (i) One copy of Electoral Rolls (i.e. Mother Rolls along with its supplement), in which all the desired corrections have been marked.
 - (ii) Checklists of Integrated Photo Electoral Rolls (Draft Electoral Rolls) and supplement of Draft Electoral Rolls after making the desired corrections.
 - (iii) Authenticated copy of Draft Electoral Rolls and its supplement for generating the multiple sets
5. It will be responsibility of the contractor firm to supply the following material in the office of the concerned District Election Officer at its own transportation cost:
 - (i) Return the material as mentioned at point no. 19(ii)4 as above.
 - (ii) One laser print out set alongwith nine photocopy sets of working list /checklist.
 - (iii) Checklists of Integrated Photo Electoral Rolls (Draft Electoral Rolls) and its supplements.
 - (iv) Final laser printout of Integrated Draft Electoral Rolls and its supplements.
 - (v) 10 sets of Photo copy of final printout of Draft Electoral Rolls and 10 photocopy sets of its supplement.
 - (vi) 10-10 sets of PS-CD ROM of Draft Electoral Rolls and its supplements.
 - (vii) All Backup in External Hard Disk Drives having USB connection.

CONDITION NO. 20

If the progress of any particular portion of the work is found unsatisfactory, the Chief Electoral Officer/concerned District Election Officer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in contract to be entitled to take action as per the Risk & Cost Clause after giving the contractor 7 days notice in writing. The tenderer will have no claim for compensation, for any loss sustained by him owing to such action.

CONDITION NO. 21

The tenderer shall not under any circumstance revise their rates already quoted and should complete the work undertaken within the time limit agreed. Any request for an increase in the rates will not be entertained under any circumstance.

CONDITION NO. 22**MODE OF PAYMENT:****For Draft Photo Electoral Rolls (including its supplement-01):**

On supply of one laser printout of check lists and its 9 sets of photocopy, one final laser printout of Draft Electoral Rolls and its supplements along with 10 sets photo copy and 10 sets of PS-CD ROMs of Draft photo electoral rolls and supplement-01 lists, the percentage of amount that would be released after completion of work of each stage is as follows:-

S. no.	Stage of Payment	Deliverables	% of amount
1.	Nine Photocopy sets of checklist (Working copy) Interim Payment after supply of one laser printout of checklist (working copy) alongwith nine photocopy sets on the basis of delivery proof to be submitted by contractor.	For nine photo copy sets of checklist (working copy).	80% interim payment of claim for 9 sets of photocopy only (at the rate of per page of photo copy) on submission of claim with delivery proof and rest 20% payment of 9 sets of photocopy of checklist on the basis of certificates issued by DEO concerned.
2.	Draft Photo Electoral Rolls: Interim Payment after supply of final laser printout of Draft Photo Electoral Rolls 2010 & its 10 photo copy sets along with 10 sets of PS CD ROM on the basis of delivery proof to be submitted by contractor.	1. For one set of final laser printout of draft electoral roll 2010 and 10 sets of PSCD Roms of Draft Electoral Rolls. 2. For 10 sets of photocopy of Draft Electoral Roll.	70% interim payment (at the rate of per page of final laser printout of Draft Photo Electoral Rolls) 90% of the total cost of 10 photocopy sets of draft electoral rolls.
3.	Supplement-01 list: Second Installment after supply of supplement-01 list & its 10 sets of photo copy along with 10 sets of PS CD ROM on the basis of final certificates issued by DEO concerned. Note: above 70% interim payment made earlier to the concerned contractor firm will be adjusted in this payment.	1. For one set of laser printout of supplement-01 list alongwith 10 sets of PSCD Rom. 2. For 10 sets of photocopy of supplement-01	90% of total payment (at the rate of per page of Draft Electoral Roll + supplement-01 list after adjustment of 70% interim payment made earlier against supply of draft electoral rolls 2010. 90% of the total cost of 10 sets of photocopy of supplement-01.
4.	Data Verification: Final payment after verification of data backup supplied by the Contractor on the basis of certificates issued by DEO/Rajcomp.	for computerized data backup of draft photo electoral rolls alongwith its supplement electoral rolls	Rest 10% withheld amount.

- The payment of laser print out sets of Photo Electoral Rolls will be calculated on the basis of number of pages in final laser printout of DPER 2010 + its supplement-01. No extra payment will be made for supply of checklists of draft electoral rolls and 10-10 sets of PS CD ROMs. No extra payment will be made for reorganization, updating the addition, deletion & corrections of supplements etc. as mentioned in the scope of work.

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 Chief Electoral Officer/District Election Officer from

requiring any bad, unsound imperfect or unskillful 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 Chief Electoral Officer/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.

CONDITION NO. 23

The contractor shall submit his bills in the printed form in triplicate to the Chief Electoral Officer. The charges to be made in the bills should always be entered at the rates approved by the department or in the case of any extra work ordered, at the rates specified in the order granting extra work.

CONDITION NO. 24

The supplier shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in the strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, specifications and instructions in writing relating to the work signed by the Chief Electoral Officer/concerned District Election Officer issued from time to time during the execution of the work.

CONDITION NO. 25

Chief Electoral Officer can make any alteration or addition in the original specifications of format of annexure and issue necessary directions. The contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Chief Electoral Officer/concerned District Election Officer and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as approved by the department for the main work.

CONDITION NO. 26

If at any time after the execution of the contract the District Election Officer shall for any reason whatsoever (other than default on the part of the contractor for which the District Election Officer is entitled to rescind the contract) desires that the whole or any part of the works specified in the tender should be suspended for any period or that the whole or part of the work, should not be carried out at all, he shall give to the contractor a notice in writing to that effect and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required thereon without any compensation.

CONDITION NO. 27

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in whatsoever reasons including interalia.

- i) Force majeure,
- ii) Act of God,
- iii) Act of enemies of the State or any other reasonable cause beyond the control of the Chief Electoral Officer/District Election Officer.

CONDITION NO. 28

All works under or in course of execution or executed in pursuance of the contract shall at all times be open for the inspection and supervision of the Chief Electoral Officer/District Election Officer and his subordinates.

CONDITION NO. 29

The contract or substantial part thereof shall not be assigned or sublet to any other agency. If the contractor assigns or sublets his contract or part thereof attempts to do so or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise, is either directly or indirectly given, promised or offered by the contractor or any of his servants or agents to any way relating to his office or employment, or any such officer or person becomes in any way directly or indirectly interested in the contract, the Chief Electoral Officer/District Election Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government.

CONDITION NO. 30

All sums and dues payable by the contractor Government as and by way of compensation under this agreement shall be considered as a reasonable compensation irrespective of the quantum of actual loss or damages sustained or caused to Government.

CONDITION NO. 31

Any change in the constitution/prospectus of the firm shall forthwith notified by the contractor to the chief Electoral Officer, in case the contractor being a partnership firm.

CONDITION NO. 32

Except otherwise specified in the contract and subject to the powers delegated to him by Government under the code and rules then in force, the decision of the Chief Electoral Officer/concerned District Election Officer shall be final , conclusive and binding on all parties to the contract on all questions relating to the meaning of the specifications and instruction therein before mentioned and as to the quality or workmanship on the work.

CONDITION NO. 33

If tenderer does not accept any of these conditions, his tender shall not be considered.

CONDITION NO. 34

Payment to contractors shall be made by crossed DD in favour of his Company / Firm.

CONDITION NO. 35

The Chief Electoral Officer, Rajasthan reserves the right to select the systems of database of Electoral Rolls and its software.

CONDITION NO. 36

The rates shall be quoted inclusive of all taxes and rates. The rates should be inclusive of all expenses/ cost required to be incurred for preparing and supplying of Photo Electoral Rolls and its supplements as per specification of the tender. The contractor shall be liable to supply all deliverables to the department without any extra cost. No price escalation will be allowed on any account. At the time of making payment work contract tax/ TDS etc. will be deducted as per rules as applicable at that time.

CONDITION NO. 37

The terms and condition of the G. F. & A. R. are also applicable.

CONDITION NO. 38

The entire work shall have to be carried out as per the instructions issued by the Election Department, Rajasthan from time to time and the decision of the Chief Electoral Officer, Rajasthan, Jaipur shall be final and binding on the both the parties (i.e. Department & Contractor) on all points of doubt in respect of this tender.

CONDITION NO. 39

The Chief Electoral Officer reserves the right to accept or reject any tender without assigning any reason thereof. He also reserves the right to accept any tender in whole or in part or reject any tender or all the tenders and to divide the work between two or more tenderers without assigning any reason thereof.

CONDITION NO. 40

During the process of work, if any further directions/instructions regarding preparation of Photo Electoral Rolls is received from the Election Commission of India, which will have to be followed by the contractor firms without demanding extra charges.

CONDITION NO. 41

All legal proceeding, if necessary arise to institute may be any of the parties (Government or contractor) shall have to be logged in courts situated in Jaipur and not else where.

SIGNATURE OF THE TENDERER

**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT
SECRETARIAT, JAIPUR**

Tender Form No: _____

Date of Issuing: _____
Total No of pages in document: 2
Issued by :

**TENDER FORM
(PART-B-COMMERCIAL BID)**

SUBJECT : Preparation and supply of reorganized polling station wise computerized Photo Electoral Rolls 2010 of all 200-Assembly Constituencies of the State.

Name of the Firm:	
Name of the contact person:	
Full address of the Head & Registered Office of the Firm	
Telephone nos.:	
Fax nos.:	
E-Mail Address	
Other branches/offices of the tenderer in the State of Rajasthan (List may be enclosed).	
Amount of Earnest Money (in figures)	
In words	
DD / Banker Cheque No	
Date	
Drawn on (Name of Bank)	

**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT**

Quoted Rate of the job:

(Rates will be quoted in words and figures with ball pen or type)

SUBJECT : Preparation and supply of reorganized polling station wise computerized Photo Electoral Rolls 2010 of all 200-Assembly Constituencies of the State.

S. No	Name of Division	*Rate per page for generating & supplying of one laser printout set of Draft Photo Electoral Rolls 2010 and its supplements		
		In Figure	In Words	
1	2	3	4	
1	Ajmer			
2	Bharatpur			
3	Bikaner			
4	Jaipur			
5	Jodhpur			
6	Kota			
7	Udaipur			
8	Per paper rate of photocopies sets of check list (working copy) and draft Photo Electoral Rolls and its supplement		in figures	in words
			Single side	
			Both side	

* Per page means number of pages in final laser printout set of draft photo electoral rolls 2010 + its supplement. Here rate of per page includes the cost of pages of checklists (working copy) & 10-10 sets PS CD-ROM also. Its means no extra payment will be made for preparation & supply of laser print of checklists (working copy) of draft electoral rolls and 10-10 sets of PS CD ROMs of draft photo electoral roll and supplements.

Note:-

- 1- All labor charges for preparing & supplying of Photo Electoral Rolls should be included in the aforesaid rates. No extra payment will be made on this account.
- 2- No extra payment will be made for generating and supplying of polling station wise checklists (working copy) of Draft Photo Electoral Rolls and for its 10 sets PS CD-ROM along with computerised data back-up.
- 3- All charges for making data entry, updating database of all corresponding tables, Reorganization of polling stations, integrations, generating the multiple checklists/final printout, supply the final laser printout and 10 sets PS CD-ROM & backup of computerized database in triplicate, etc. will be included in the aforesaid rates. No extra payment will be made for the aforesaid work. It will be the responsibility of the successful Contractor to collect the data from the destination place (i.e. District Election Officers Office/ Office of SLA) and supply the electoral rolls and other deliverables at the destination places (DEO Office) at his own cost as mentioned earlier in this tender document. The department will not pay any extra charges for transportation, boarding & lodging etc., to the successful Contractor.
- 4- Rates should be all inclusive.

SIGNATURE & SEAL OF TENDERER