

2023

ELECTION DEPARTMENT,  
RAJASTHAN, JAIPUR

Bid Document for open bid

[Single stage two Envelope Open Bid] for  
"Transporting/delivering EVM Machines  
(BU, CU & VVPATs) from different districts of  
Rajasthan to BEL Bengaluru"

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**Government of Rajasthan  
Election Department**

**NIB (NOTICE INVITING Bids)**

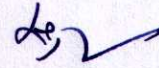
S.No: F.9(1)(7)III-A/Elec./EVM/ 2023-24/ 1125

Dated: 06/12/2022

Sealed Single Stage Two-envelope unconditional Open competitive Bid is invited by Election Department from transport /roadline agencies of Rajasthan, for transporting EVM Machines from different districts of Rajasthan to BEL Bengaluru up to 12:00 PM of 11-12-2023 (Last date/time) as below :-

S. No.	Name of the items to be transported	Quantity/numbers of EVM Machines (M3) to be transported	Estimated value of work	Bid Security	Price of bid document	Validity of bid
1.	EVM Machines from Different districts of Rajasthan to BEL Bengaluru.	No of BU -708 No of CU-1287 No. Of VVPATs-2195 <b>Total-4190</b>	4.00 lacs	8000/-	500/-	90 days

1. Transport road lines agencies are required to provide trucks/containers along with driver and a helper (two persons) to deliver the items .
2. The items mentioned above will be collected from different districts at different places at Rajasthan and will be delivered to BEL Bengaluru .
3. The complete bidding document including the conditions of contract, evaluation and qualification criteria and procedure, bidding forms, delivery destination, list of districts etc. can be seen and downloaded from the website <http://sppp.rajasthan.gov.in>, [www.ceorajasthan.nic.in](http://www.ceorajasthan.nic.in),
4. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted to office of CEO Rajasthan Secretariat , Jaipur.
5. The bid document fee, bid security fee in the form of demand draft or banker's cheque shall be submitted personally or by post in sealed envelopes up to **12:00 PM of 11-12-2023** to the **OSD, Election Department, Rajasthan, Government Secretariat, Jaipur.**
6. Demand Draft in favour of bid document fee, bid security fee in form of Demand Draft/banker's cheque in favour of "CEO, Rajasthan" payable at 'Jaipur'.
7. Technical Bid will be opened on 11-12-2023 at 01.00 PM.



**OSD**

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









## Instructions to bidders

1. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which is available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules along with amendments before participating in the Bidding process.
2. Bidders are advised to thoroughly read the bidding document.
3. Each page of the Bid Document should be signed as a token of acceptance of bid by the authorized signatory or bidder.
4. Bidder (authorised signatory) shall submit their offer Financial Bid (Single Stage two Envelope Bid), DD for Bid Document Fees, Bid Security and should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time.
5. The Procurement entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving reasons thereof.
6. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful short-listed bidders.
7. Bidder (authorised signatory) shall submit their offer financial proposal. And DD for Tender Fees, Processing Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB.
8. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, on or before the prescribed last date/time in the BDS, its bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Chief Electoral Officer" payable at "Jaipur" from any Scheduled Commercial Bank.
9. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
10. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.



## SCOPE, BACKGROUND, REQUIREMENT & SPECIFICATIONS

### 1. Background:

Election Department, Rajasthan, Jaipur on the directions of Election Commission of India, New Delhi requires to collect EVM Machines from different districts of Rajasthan and deliver to Bharat Electronics Limited (BEL) Bengaluru. For this services competent, efficient and responsible Transport/Road lines agencies are required to provide Trucks/Containers (closed body) along with one driver and helper to collect above mentioned items EVM Machines from different districts of Rajasthan and deliver to BEL Bengaluru.

### 2. Scope of work:

BEL Make EVM Machines are to be collected from different District Collectors Office/District Election Office at different places in Rajasthan. Names of district from where EVM machines are to be collected, number of items to be collected and tentative number of Containers/Trucks required are as :-

### **EVM Machine Units**

S. No.	Collecting Points	No. of Units			No. of Container expected
		BU	CU	VVPAT	
1	2	3	4	5	(3-4 Approx.)
1	Bikaner	74	115	198	
2	Jodhpur	119	266	439	
3	Jaipur	283	314	456	
4	Sawai Madhopur	62	93	121	
5	Ajmer	57	160	368	
6	Kota	39	61	166	
7	Udaipur	74	278	447	
8	Total	708	1287	2195	

Note :- Number of machines may be increased or decreased marginally.

### 3. Specification and Destination:-

Specifications of Container may be -

- Containers/trucks of minimum 10 wheels having approximate length of 24' to 32' breadth 7.5 ' to 8' and height 8' to 8.5' are required.
- Containers/trucks of minimum 6 wheels having approximate length of 16' to 24' breadth 7.5 ' to 8' and height 7' to 8' are required.
- The containers/ trucks should be closed and covered for safety and security
- Note** :- In containers of length of 24' to 32' breadth 7.5 ' to 8' and height 8' to 8.5' approx. 2400 EVM can be transported. The transport firm will manage the size of



container accordingly at its own level. The above mentioned size of containers is just for reference and idea.

- e) (i) Two persons, one driver (with commercial driving license), one helper are required in each Containers/ Trucks.  
(ii) Loading at Districts and unloading at BEL Bengaluru will be managed by vendor in supervision of District Officials.
- f) Capacity/size of vehicles will be managed by the transporter as per number of machines to be delivered and can be as per the requirement.

No. of Machine	EVM Machine	EVM Machines from different districts of Rajasthan to BEL Bengaluru	No of BU-708 No of CU-1287 No. of VVPAT-2195 Total-4190
Weight (in kgs)	BU	4.840 kgs (with case) 3.100 kgs (without case)	
	CU	2.260 kgs (with case) 1.410 kgs (without case)	
	VVPAT	7-7.5 kgs (with case)	
Size (in inch)	BU	L=22.5", W=16", H=4"	
	CU	L=16", W=15.75", H=4"	
	VVPAT	L=20", W=12", H=18.5"	
Destination Place	<b>Bharat Electronics Limited (BEL) Nagavara, outer Ring Road Bengaluru- 560045, Karnataka</b>		

#### 4. Process of selection:-

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

- According to which Sealed Single Stage Two-envelope unconditional one single bid will be submitted for Financial Bid in one cover.
- Bids will be evaluated as per the criteria mentioned in the Bid documents. Bidders fulfilling all the criteria of Technical bids will be declared successful or Technically qualified.
- Financial bid will include total cost including - vehicles provided (containers/truck), fuel, services of 1 driver and 1 helper, loading and unloading charges.
- Thus rates will be inclusive of all services.
- On the basis of Lowest rate received in Financial Bids, work will be allotted to L1, however work may be divided among more than one bidder on lowest rate (if required) giving preferences to L1 firm in dividing the work.
- Negotiations as per rules may also be done if the rates received in Financial bids are found on the higher side.
- After execution of the agreement, the selected agency /agencies will also contact and coordinate with their allotted DEOs (or its designated officers, if any), concerned during the contract period.



5. Others:-

- i) The agency / agencies to whom the work will be allotted, shall collect the Machines from different Districts Offices provided in the above list (located at Collectorate) of each district.
  - ii) The agency will report to concern District Offices as per the work order issued to them and machines will be loaded and unloaded under the supervision of District Offices.
  - iii) The machines will be transported to destination (mentioned in bid document).
6. The agency will be required to execute the work of transportation (collecting and delivering) within the maximum period of 7 days from issuing the work order. However, the work period may be increased in exceptional circumstances (if required) by the department.
  7. Directions will be issued to District Election Officers to follow the guidelines and protocol prescribed by Election Commission of India that will be conveyed to the successful bidder also by the Department/DEO.
  8. A bidder participating in the procurement process should possess the following technical qualification. Financial Bid will be opened only technically qualified bidders.



### ELIGIBILITY/QUALIFICATION CRITERIA

A bidder participating in the procurement process shall possess the following qualification/ eligibility criteria:-

Basic Requirement	Specific Requirements	Documents required	Bidders Compliance (Yes/No)
<b>Bidder's Legal Entity</b>	The bidder should be duly registered under either the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956/2013 A partnership firm registered under Indian Partnership Act, 1932.	(a) 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. (b) Goods and service tax registration certificate Last GST Return file copy Officer and Permanent Account Number (PAN) issued by Income Tax Department. (c) Address of residence and office, telephone numbers email address, if any in case of sole Proprietorship. (d) 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.	
<b>Category of Bidder</b>	The bidder should be Transportation / Roadline agency. (The agency should be working on PAN India basis or should be able to collect items from different states through their concerns/ offices or through tie ups)	Copy of necessary documents including copy of <b>R.C of at least 4 vehicles</b> ( Trucks/ containers) registered as commercial loading vehicle.	Certificate with validity
<b>Financial Turnover</b>	Annual turnover of the bidder during the preceding three financial years, should be at least <b>Rs. 15 lacs</b> from the business of Transportation / Roadlines or related work .	Audited Balance Sheet of last 3 Fys (2020-21,2021-22, 2022-23) And CA Certificate with CA's Registration Number/ Seal	
<b>Experience</b>	The agency should have minimum <b>3 years</b> experience of the business of Transportation/Roadlines.	<ul style="list-style-type: none"><li>• Date of establishment</li><li>• Work orders/Bills of the related work</li></ul>	

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Tax Registration and Clearance	GST Registration Certificate Last GST Return filed copy The bidder should have a registered number of: i. GST where his business is located ii. Income Tax / PAN number.	Copies of GST registration	
Mandatory Undertaking	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 proceedings for any of the foregoing reasons; b) not have, and their 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; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document. e) not have been black-listed by any government or any government statutory agency. f) not sublet the contract, if awarded. g) have submitted only one bid only	A Self Certified letter as per (Self-Declaration)	

Note :

- In addition to the provisions regarding the qualifications of the bidders :-
- The drivers driving the vehicles should have proper driving license with all necessary permissions/documents required (Heavy vehicle, commercial vehicles etc.) which will be checked by the department while allotting work.

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## **Information Related to Bid**

### **1. Sale of Bidding/ Tender Documents:**

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the bidding document price while submitting the Bid to the procuring entity .

### **2. Bid Prices:**

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

### **3. Opening of Bids**

- a) The Bids shall be opened by the DPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b) PE will evaluate Technical bids as per criteria set forth in the bidding document or RTPP Rules.
- c) The committee or official of the department may inspect the vehicles being provided and may visit the office premises.

### **4. The Bid shall contain the following:**

- a) Bidding Form and Declaration related to Financial Bid and Code of Integrity given as specified in annexure/appendix/bid and self certificate related to Qualification
- b) proof of payment of price of Bidding Document, Bid Security, in accordance with Bid Document
- c) The bid should also include written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document.
- d) Copy of necessary documents including copy of R.C of at least 4 vehicles (Trucks/containers) registered as commercial loading vehicle.
- e) A Self Certified letter as per (Self-Declaration) as mentioned in the bid document.
- f) Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
- g) Any other document required.

### **5. Alternative/ Multiple Bids:**

Alternative/ Multiple Bids shall not be considered at all.

### **6. Bid Security**

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



- A. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- B. In case of open competitive bidding, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
  - i. Small Scale Industries (SSI) of Rajasthan it shall be 0.50% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid, and
  - ii. In case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the estimated value of bid.
  - iii. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the NIB.
- C. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
- D. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- E. The bid security may be given in the form of a banker's cheque or demand draft. The bid security must remain valid 90 days beyond the original or extended validity period of the bid.
- F. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short-listed successful bid and signing of Agreement and submitting performance security.
- G. The Bid security taken from a bidder shall be forfeited in few unavoidable cases, as per RTPP: -

**7. Deadline for the submission of Bids:**

- a. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified the date may be extended by the procuring entity. Late bids will not be entertained. .



**8. Selection:**

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

**9. Lack of Competition:**

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

**10. Clarification of Bids:**

To assist in the examination, evaluation, comparison and qualification of the Bids, the DPC may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the website/email. Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

**11. Evaluation & Tabulation of Technical Bids:**

**a. Determination of Responsiveness**

- i. The DPC shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of qualification/ eligibility criteria of the bidding document.
- ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission.

**12. Evaluation & Tabulation of Financial Bids:**

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

**13. Correction of Arithmetic Errors in Financial Bids:**

The DPC shall correct arithmetical errors in substantially responsive Bids.

**14. 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.

**15. Negotiations:**

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

**16. 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.

**17. Acceptance of the successful Bid and award of contract:** The procuring entity shall award



contract to the agency whose financial offers have 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.

**18. 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>

**19. Right to vary quantity:**

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

**20. Performance Security:** All the successful bidder, have to execute agreement and furnish performance security.

**21. Execution of agreement:** In the written intimation of acceptance of its Bid sent to the successful short-listed bidders, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost.

**22. 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.

**23. Cancellation of procurement process:**

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

**24. 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.

**25. Conflict of interest:**

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



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

**26. Interference with Procurement Process: as per RTPP Act :**

**27. Grievance handling procedures during procurement process (Appeals):**

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bid, in accordance with the provisions of RTPP Act & thereto, Rules and as given in Appendix to this bid.

**28. Offenses by Firms/ Companies:**

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

**29. Debarment from Bidding : As per Act & Rules.**

**30. Monitoring:**

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

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## GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

### 1) **Contract Documents:**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### 2) **Language:**

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

### 3) **Selected Bidder's Responsibilities:**

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

### 4) **Specifications and Standards:**

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

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

### 6) **Payment Terms:**

a) 100% Payment shall be made as per details mentioned below by the department within a month's time, after submission of an invoice by the successful bidder in a triplicate for payment after deducting all types of penalties, due to any reasons mentioned in the bid, if any.

b) The bidder will provide proof of delivery in the form of receipts as supported documents.

### 7) **Penalties:**

I. **Risk and Cost:** In case, the contractor doesn't commence the work as required by Election Department within the stipulated period, the work can be allotted to other bidders at the risk and cost (in case of difference in the cost of supply) of the contractor firm and LD clause shall be attracted to the agency who was placed the order & could not commence the work.

#### II. **Liquidated Damages (LD):**

a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to complete:-

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- delay up to one fourth period of the prescribed delivery period: 2.5%
  - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
  - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
  - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

8) **Settlement of Disputes/Dispute Resolution Mechanism:**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer and Ex-Officio Secretary to the Government of Rajasthan" & whose decision shall be final and abided by all stakeholders.

9) **Legal Proceedings:**

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

10) **Force Majeure:**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of

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such event. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

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

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



## APPENDIX-A:

### GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS

#### (APPEALS)

##### (1) Filing an appeal:

- a. If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

##### (2) Form and procedure of filing an appeal (Annexed):

##### (3) Procedure for disposal of appeals:

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



FORM No. 1  
[See rule 83]

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

Appeal No ..... of  
.....

Before the  
.....

(First / Second Appellate Authority)

**First Appellate Authority: Secretary, Election Department, GoR**

**Second Appellate Authority: Secretary Budget, Finance Department, GoR**

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

Place .....

Date .....

Appellant's Signature



**Annexure: 1**

Date:

NIB No.:

Alternative No., if permitted:

To,

{Procuring Entity}

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

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document.
- b) We declare that we fulfil the eligibility in conformity with the bidding document Table 1 and offer to transport in accordance with the specifications, the delivery schedule and other requirements as specified in bidding document for transport of M3 VVPAT.
- c) Our Bid shall be valid for a period as mentioned in the BDS from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- e) We are not participating, as Bidder in more than one Bid for supply of the subject Goods/Matter in this bidding process in the Bidding Document;
- f) Our firm for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- j) We declare that we have complied with and shall continue to comply with the provisions of the



Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

k) We hereby agree in principle to be short-listed after mutual agreement.

Name:

In the capacity of:

Signed:

Date:

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

Complete Address

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

Handwritten initials or signature.



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

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

To,

{Procuring Entity}

**OSD**

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

Ref:                      NIB No.                      Date

WHEREAS

We, who are "a transport/road line agency" of .....  
having offices/offices at .....  
do hereby authorise (Name) .....(Contact Numbers) Mobile .....  
Fax ..... Email .....to submit a Bid in relation to the Invitation for Bids  
indicated above, the purpose of which is to provide the following services by us and to  
subsequently negotiate and sign the Contract:

**" Transporting/delivering EVM Machines (BU, CU & VVPATs) from different districts of Rajasthan to BEL  
Bengaluru"**

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

Thanking you,

Name of the Bidder:

Verified Signature :

Authorised Signatory:

Name :

Seal of the Organization:

Position :

(Includes complete address)

Date: .....

Place: .....

12/7





**DECLARATION BY BIDDER {to be filled by the bidder}**

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

To,

{Procuring Entity}

**OSD**

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

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

I/We a legally constituted firm ..... and  
represented by .....

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

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

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

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

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

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

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

*12/11/11*

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

To,

{Procuring Entity}

**OSD**

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

**CERTIFICATE**

I/ We certify that the price I/ we have quoted is inclusive of all the cost factors involved in "Transporting/delivering of EVM Machines (BU, CU & VVPATs) from different districts of Rajasthan to BEL Bengaluru"

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date :

Place:

*12/04/20*

*✓*

*de, v*



## Form No.2

### Financial Bid Submission Sheet

Date:

NIB No.:

To,

{Procuring Entity}

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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



(Must be submitted in separate envelope written "Financial Bid" on cover, not to be submitted in Technical bid envelope)

### **Financial Rate Quotation Format (BoQ)**

Transporting/delivering of EVM Machines (BU, CU & VVPATs) from different districts of Rajasthan (as mentioned in bid document) to BEL Bengaluru

Name and Description of Work	Cost of Transportation Work as per scope of work mentioned in bid document including all cost, charges and taxes excluding GST (Rupees)	GST amount (Rupees)	Total Cost inclusive of GST (Rupees)
To collect EVM Machines from different districts of Rajasthan (as mentioned in the bid document), transport and deliver to Bharat Electronics Limited (BEL) Bengaluru including loading, unloading services with vehicles, fuel charges, halting charges of drivers, helpers or any other charges.			

Total Cost inclusive of GST in words .....

**Note:**

- (1) Toll tax will be paid (if any) on submission of proof of payment by the agency in addition to the total cost mentioned above.
- (2) Total cost of all services will be mentioned in Package rate. Rate should be not quoted for single unit/per vehicle.
- (3) Loading at Districts and unloading at BEL Bengaluru will be managed by vendor in supervision of District Officials.
- (4) Number of machines may be increased or decreased marginally.

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**Form No.2**

**Financial Bid Submission Sheet**

Date:

NIB No.:

To,

{Procuring Entity}

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

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document
- b) We offer to provide services in conformity with the Bidding Document and in accordance with the specifications, requirements of vehicles, delivery period, delivery destination and other requirements as specified in the bid for following -  
**Transporting/delivering of EVM Machines (BU, CU & VVPATs) from different districts of Rajasthan to BEL Bengaluru**

(II)The total Price for our Bid is:

- d) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- e) We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be up to 3 short-listed successful bidders.
- f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

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

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

10/11/11

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*de, v*



installation & completion of work.

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier
7. The RTPP Act, 2012/Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.
8. The Election department hereby covenants to pay the Supplier and service provider in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

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

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

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