

2020

4062

Date: 26.10.2020

# Election Department Rajasthan, Jaipur

## Bid Document

[Single Stage Two Envelope (Two Parts)]  
Through e-Procurement Method  
"For Transporting/ delivering M1 EVM  
(Obsolete machines) from different  
districts of Rajasthan to BEL Navi  
Mumbai.

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## Important Instructions

1. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which is available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules along with amendments before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.
2. Bidders are advised to thoroughly read the bidding document and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. Each page of the Bid Document should be digitally signed as a token of acceptance of bid by the authorized signatory or bidder. Thereafter the digitally signed bid should be uploaded on the e-Proc website/portal on or before date/time. The PE/RISL is not responsible for any delay or not able to submit the bid in time by bidder due to any technical or non-technical reason whatsoever.

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## Government of Rajasthan Election Department

### NIB (NOTICE INVITING Bids)

NIB No : F.9(1)(7)III-A/Elec./M1-EVM/ 2020-21/ 4062

Dated: 26.10.2020

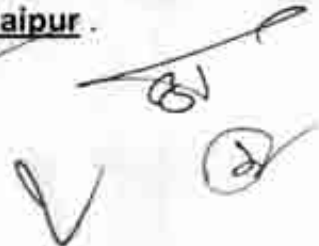
Sealed Single Stage Two-envelopes unconditional online Bids are invited on e-proc by election department from transport /roadline agencies for transporting obsolete M1 EVM (BU,CU Machines) to Bharat Electronics Limited, Navi Mumbai from different districts of Rajasthan upto 5:00PM of 05.11.2020 (Last date / time) as below :-

S.No	Name of the items to be transported	Quantity/numbers of EVM (M1) to be transported	Estimated value of work	Price of bid document	Validity of bid
1	M1 EVM (BU & CU Machines)	84567 approx.	25 lacs	500	90 days

1. Transport Roadlines agencies are required to provide Trucks/ Containers along with driver and a helper (two persons) to deliver the items above to Navi Mumbai address mentioned in bid document.
2. The items will be collected from 28 different districts of Rajasthan and will be deliver to BEL, Navi Mumbai.
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), and <http://eproc.rajasthan.gov.in> . The price of Bidding Document may be paid along with user charges/ processing fee at the time of online submission of the Bid.
4. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <http://eproc.rajasthan.gov.in> by following the electronic Bid submission procedure as specified on the portal.
5. The Bid Document Fee, Bid Security & RISL Processing Fee in the form of Demand Draft or Banker's cheque shall be submitted personally or by post in sealed envelopes up to 5:00PM of 05.11.2020 to the **Addl.CEO, Election Department, Rajasthan, Government Secretariat, Jaipur** .

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6. RISL Processing Fee: Rs. 1000/- (Rupees one thousand only) in form of Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur" and bid document fee, Bid Security fee in form of DD/Banker's cheque in favour of "CEO, Rajasthan" payable at "Jaipur". All the fees may be deposited through E-Grass.
7. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
8. Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding Document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
9. The Technical Bids shall be opened on **12.00 pm at 06.10.2020** office of Additional CEO.

sd/-

**Additional Chief Electoral Officer**  
Election Department, Food Building,  
Secretariat  
Jaipur (Rajasthan) - 302005 India



**GOVERNMENT OF RAJASTHAN  
ELECTION DEPARTMENT**

**NOTICE INVITING BIDS (NIB)**

Food Building, Secretariat, Jaipur (Rajasthan) - 302005.  
Telephone: 0141-2227194, 2227638 Fax: 0141-2227794 Email: [ceojpr-rj@nic.in](mailto:ceojpr-rj@nic.in)

NIB No: FQ (ICT) III-A/Elec/M1-EVM/2020-21/4062

Date: 20/10/20

Sealed Single Stage Two-envelopes unconditional online Bids are invited on e-proc by election department from transport /roadline agencies for transporting obsolete M1 EVM(BU & CU Machines) to Bharat Electronics Limited, Navi Mumbai from different districts of Rajasthan upto 5.00PM of 05.11.2020 (Last date / time) as below :-

S. No.	Name of the items to be transported	Quantity/numbers to be transported	Estimated value of work	Price of bid document	Validity of bid
1	M1EVM(BU & CU Machines)	84567 approx.	25 lacs	500	90 days

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

sd/-

**Additional Chief Electoral Officer**  
Election Department, Food Building, Secretariat  
Jaipur (Rajasthan) - 302005 India

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Bid Data Sheet (BDS)		
1.	Ref. of Invitation of Bids	NIB No. F.9(1)(7)III-A/Elec./M1-EVM/ 2020-21/ dated:.....
2.	Name & Address of officer as the Procuring Entity (PE)** And For clarification purposes	Election Department (ED), Secretariat, Rajasthan, Jaipur – 302 005 the District Election Officers (Collectors), All Districts, Rajasthan. Name: Krishna Kunal Designation: Additional Chief Electoral Officer, Address: Election Department, Food Building, Secretariat, Jaipur (Rajasthan) - 302005 India Phone No. 0141-2227194 Fax 0141-2227794 Email ceojpr-rj@nic.in
3.	Placing Work Order /Payment authority	Additional Chief Electoral Officer
4.	Subject Matter of Procurement	Bids are invited on e-proc by election department from transport /roadline agencies for transporting obsolete M1 EVM(BU & CU Machines) to Bharat Electronics Limited, Navi Mumbai from different districts of Rajasthan
5.	Joint Venture / Consortium / Association of Bidders	Shall Not Be Allowed
6.	Contract Period	Three Months
7.	Bid Procedure	Single Stage Two Envelops Bidding (Two Parts)
8.	Bid Evaluation Criteria (Selection Method)	Financial bid of technically qualified agencies will be opened. Work will be allotted on lowest rate to L1 firm, in exceptional case work may be divided at lowest rate
9.	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> , <a href="http://ceorajasthan.nic.in">http://ceorajasthan.nic.in</a> , <a href="http://eProc.rajasthan.gov.in">http://eProc.rajasthan.gov.in</a> Bidding document fee*: Rs. 500/- (Rupees One thousand only) in Demand Draft in favour of "Chief Electoral Officer, Rajasthan" payable at "Jaipur" RISL Processing Fee*: Rs. 1000/- (Rupees one thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur"
10.	Estimated Procurement Cost	Rs. 25 lacs (Rupees Twenty Five lacs only)
11.	Bid Security* and Mode of Payment	Rs.25,000/- (Rupees Twenty Five thousand only) (1% of the Estimated Procurement Cost/Bid Value or as per the latest order of FD), [(0.25% of the above procurement of bid in case of Small Scale Industries of Rajasthan, 0.5% of the value of bid in case of Sick Industries of Rajasthan (refer details given in this bid)] Mode of Payment: Banker's Cheque or Demand Draft in favour of "Chief Electoral Officer, Rajasthan" payable at "Jaipur" of a Scheduled Bank
12.	Period of Sale of Bidding Document (Start/ End Date)	Start Date: 27.10.2020 End Date: 05.11.2020 by 03:00 PM
13.	Date/ Time/ Place of Pre-bid Meeting	Pre Bid Meeting Date/ Time 02.11.2020 on 12.00 pm Pre-Bid queries submission: 01.11.2020 on or before 5.00 pm after which no query would be accepted & also PBQs should be sent to the prescribed email only and not to be uploaded on e-Proc website (signed hardcopy & softcopy both should be sent through email address ceojpr-rj@nic.in). In case of repeat queries uploaded on e-Proc website, these queries will not be treated responsive and will not be entertained.



**Bid Data Sheet (BDS)**

		Pre Bid Meeting Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur
15.	Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security and RISL Processing Fee*	Start Date: 27.10.2020 during office time only End Date: 05.11.2020
16.	Date for the submission of Bids	Manner: Online at e-Proc website <a href="http://eProc.rajasthan.gov.in">http://eProc.rajasthan.gov.in</a> Up to: 05.11.2020
17.	Date/ Time/ Place of Technical Bid Opening	Date: 06.11.2020 Time: 12.00 pm Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur
18.	Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders only
19.	Bid Validity	90 days from the bid submission last date of bid submission.
20.	Language of Bid	English/Hindi
21.	Alternate Bids	Not permitted
22.	Bid submitted	Original bid : Unconditional and with no deviation
23.	<b>Bidder's Detail:-</b>	
	a. Name of Bidder	
	b. Address of Correspondence	
	c. Name of Authorized Signatory	
	d. Mobile Number1	
	e. Mobile Number2, if any	
	f. Telephone Number	STD Code (        )
	g. Fax Number	STD Code (        )
	h. Name of Website	
	i. E-Mail1	
	j. E-Mail2	

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## 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 digitally signed as a token of acceptance of bid by the authorized signatory or bidder. Thereafter the digitally signed bid should be uploaded on the e-Proc website/portal on or before date/time. The PE/RISL is not responsible for any delay or not able to submit the bid in time by bidder due to any technical or non-technical reason whatsoever.
4. Bidder (authorised signatory) shall submit their offer of Technical and Financial Bid (Single Stage Two Envelops Bid - Two Parts) through e-Proc website/portal. However, DD for Bid Document Fees, Bid Security and RISL Processing Fee should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time
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 on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover or deposited through E-Grass.
8. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee 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" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
9. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
10. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
11. 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.
12. ECI guideline circulars shall be applicable.




**SCOPE , BACKGROUND, REQUIREMENT & SPECIFICATIONS****(A) Background:**

Election Department, Rajasthan, Jaipur on the directions of Election Commission of India, New Delhi requires to deliver 84,567 obsolete M1 EVM (BU & CU machines) to Bharat Electronic Limited, Navi Mumbai for disposal. For this services of competent, efficient and responsible Transport/Road lines agencies are required to provide Truck/Container along with one driver and helper to collect above mentioned items from different districts of Rajasthan and deliver them to BEL Navi Mumbai.

**(B) Scope:**

Items (M1 EVM BU & CU machines) are to be collected from different District Collectors Office/District Election Office. Names of district from where obsolete machines M1 EVM BU & CU machines EVMs/items are to be collected. Number of items to be collected and tentative number of Containers/Trucks required are as -

**Name of District Election Offices (destinations) and Number of items to be transported**

S. No.	Districts Name (from where items are to be collected)	Total BU	Total CU	Total Units (BU+CU)	No. of Container
[1]	[2]	[3]	[4]	[5]	[6]
1	DEO, Ajmer	1228	2	1230	1
2	DEO, Alwar	396	649	1045	1
3	DEO, Banswara	425	2269	2694	2
4	DEO, Baran	2625	1826	4451	3
5	DEO, Barmer	409	1271	1680	1
6	DEO, Bharatpur	806	607	1413	1
7	DEO, Chittorgarh (Bhilwara BU-976, CU -1002 + Chittorgarh BU-617, CU-508)	1593	1510	3103	2
8	DEO, Bikaner (Bikaner BU-1208, CU -763 + Churu BU-11, CU -7 + Hanumagarh BU-367, CU -340)	1586	1110	2696	2
9	DEO, Bundi	571	518	1089	1
10	DEO, Dausa	672	831	1503	1
11	DEO, Sawai Madhopur (Sawai Madhopur BU-431, CU -375 + Dholpur BU-383, CU -347)	814	722	1536	1
12	DEO, Dungarpur	3133	2134	5267	4
13	DEO, Ganganagar	1756	1017	2773	2
15	DEO, Sikar (Jaipur BU-37, CU-2 + Sikar BU-1166, CU -1220)	1203	1222	2425	2
16	DEO, Jaisalmer	2082	1102	3184	2
17	DEO, Jalore	3844	2022	5866	4
18	DEO, Kota (Kota BU-482, CU -582 + Jhalawar BU-81, CU -81)	563	663	1226	1
19	DEO, Jhunjhunu	683	807	1490	1

20	DEO,Jodhpur	2302	2830	5132	4
21	DEO,Karauli	1508	1448	2956	2
22	DEO,Nagaur	669	3066	3735	2
23	DEO,Pali	606	1895	2501	2
24	DEO,Pratapgarh	2601	1600	4201	3
25	DEO,Rajsamand	2947	2627	5574	4
26	DEO,Sirohi	3326	2322	5648	4
27	DEO,Tonk	5140	2520	7660	5
28	DEO,Udaipur	739	1750	2489	2
<b>Grand Total</b>		<b>44227</b>	<b>40340</b>	<b>84567</b>	<b>60</b>

**Note:-**

- 01 Container/Truck may carry approx 1500 units or more
- DEO i.e. District Election Offices are situated at Collectorate in all districts however detailed address will be provided to successful bidders

## (C) Requirement and specifications

Brief detail of obsolete items M1 EVM BU & CU machines which are to be transported and address of place in Navi Mumbai where these items are to be delivered are as -

Specification	M-1 EVMs (BU + CU)	
No. of Machines	BU (as per district report)	44227
	CU (as per district report)	40340
Box- Size (in inches)	BU Box Size	42x25x17 (consisting of 10 BU with case)
	CU Box Size	34x23x16 (consisting of 10 CU with case)
Weight (in Kgs)	BU	4.840 Kgs (with case) 3.100 Kgs (without case)
	CU	2.620 Kgs (with case) 1.410 Kgs (without case)
Size (in inches)	BU	L =22.5", W =16", H = 4"
	CU	L =16", W =15.75", H = 4"
Destination Place	Bharat Electronics Limited Unit, Plot No. L-1, M.I.D.C. Industrial Area, Taloja, Navi Mumbai - 410208 (Maharashtra) - Contact No - 022-27405888. Sh. V. B. Amireddy, DGM, Nodal Officer Mob- 09833971941	

- 1- To carry 84,567 items of above mentioned size around 55-60 containers/trucks will be required. (as it is expected that container may carry 1500 or more items of above size and weight.
- 2- Containers/Open Trucks of 10 wheels, having approximate length of 24' to 32', breadth 7.5' to 8' and height 8' to 8.5' are required.
- 3- Open Trucks/ Containers should have GPS system so that monitoring can be done.
- 4- The number of District Election Offices/ Districts is 28 from where items are to be

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collected.

5- Two persons, one driver (with commercial driving license), one helper are required in each Container/Open Truck.

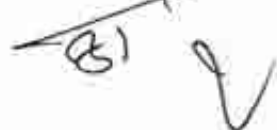
**(D) Process of selection**

The bids are being limited as Two Parts bids as per section 13 of RTTP Act 2012 and Rule 37 of RTTP Rules 2013 under open competitive bid process as per RTTP Rules.

- According to which two separate envelopes will submitted for Technical and Financial Bids 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/open truck), fuel, services of driver and 1 helper, collecting/picking items from different districts of Rajasthan and delivering them to destination mentioned in Navi Mumbai. However toll tax will be paid in addition on submitting proof of payment by the agency. Thus there is no unit or per item cost and the rates will include entire services mentioned as a package.
- Financial Bids of only technically qualified bidders (preferably 3) will be opened.
- On the basis of Lowest rate received in Financial Bids, work will be allotted to L1, however work may be divided among more than one bidder on lowest rate (if required) giving preferences to L1 firm in dividing the work.
- Negotiations may also be done if the rates received in Financial bids are found on the higher side.
- After execution of the agreement, the selected agency /agencies will also contact and coordinate with their allotted DEOs (or its designated officers,

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if any), concerned during the contract period.

**(E) Others:-**

(i) The agency / agencies to whom the work will be allotted, shall collect the obsolete M1- EVM (as mentioned in clause (B) Scope) from District Election Offices provided in the above list (located at Collectorate) of each district.

(ii) The agency will report to concern District Offices as per the work order issued to them and obsolete machines will be loaded under the supervision of District Offices.

(iii) The machines will be transported to destination in Navi Mumbai (mentioned in bid document).

(iv) The agency will be required to execute the work of transportation (collecting and delivering) within the maximum period of 2 months. However, the work period may be increased in exceptional circumstances (if required) by the department.

(v) Directions will be issued to District Election Officers to follow the guidelines and protocol prescribed by Election Commission of India that will be conveyed to the successful bidder also by the Department/DEO.

**2. ELIGIBILITY/QUALIFICATION CRITERIA**

1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S.N o.	Basic Requirement	Specific Requirements	Documents Required	Bidder's Compliance (Yes/No)
1.	Bidder's Legal Entity (Joint Venture or Consortium or Association of Bidders shall	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	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	

	allowed )	OR A company registered under Indian Companies Act, 1956/2013  A partnership firm registered under Indian Partnership Act, 1932.	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.	
2.	Category of Bidder	The bidder should be Transportation / Roadline agency.	Copy of necessary documents including copy of R.C of at least 10 vehicles (open Trucks/containers) registered as commercial loading vehicle.	Certificate with validity:
3.	Financial Turnover	Annual turnover of the bidder during the preceding three financial years, should be at least Rs. 1 crore from the business of Transportation / Roadlines or related work .	Audited Balance Sheet of last 3 FYs + CA Certificate with CA's Registration Number/ Seal	
4.	Experience	The agency should have minimum 5 years experience of the business of Transportation / Roadlines or related work .	<ul style="list-style-type: none"> <li>• Date of establishment</li> <li>• Work orders/Bills of the related work</li> </ul>	
5.	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 iii. Income Tax / PAN number.	Copies of GST registration  Last GST Return filed copy	
6.	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	A Self Certified letter as per (Self-Declaration)	

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	<p>three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p> <p>e) not have been black-listed by any government or any government statutory agency.</p> <p>f) not sublet the contract, if awarded.</p> <p>g) have submitted only one bid only.</p>	
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2) In addition to the provisions regarding the qualifications of the bidders :-

(a) The drivers driving the vehicles should have proper driving license required (Heavy vehicle, commercial vehicles etc.) which will be checked by the department while allotting work.

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

### 1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid on the <http://eproc.rajasthan.gov.in>. The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the bidding document price while submitting the Bid to the procuring entity through e-Proc method.

### 2) Bid Prices

All rates quoted must be FOR destination (as mentioned in the bid) and should include all incidental charges except Central/ Rajasthan Sales Tax/ VAT, Entry Tax, or applicable prevalent tax, charges etc. which should be shown separately

However, Toll tax (if paid by the agency) will be paid in addition to the rate quoted for the transport services. The proof of payment of the toll tax can be submitted along with the bill of actual payment.

### 3) Pre-bid Meeting/ Clarifications

a) Pre-Bid query submission, redressal etc management shall not be done through e-Proc website. Only date of Pre-Bid meeting and the responses to the queries would be available on e-Proc website.



- b) Any prospective bidders may, in writing, seek clarifications from the procuring entity .
- c) A pre-bid conference may also be scheduled by the procuring entity .
- d) The bidders may seek clarifications within 7 days of publishing of NIB.

**4) Changes in the Bidding Document**

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

**5) Period of Validity of Bids**

- a) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

**6) Submission of Bid**

- a) The bid is for " Selection of agency or Transporting / Delivering EVM M1 (Obsolete machines) from 28 different districts of Rajasthan to Bharat Electronics Limited , Navi Mumbai."
- b) All prospective bidders advised to carefully go through the bid document provided on the various websites as mentioned in the bid-document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
- c) The bidders required to digitally sign each page of the bid as a token of acceptance of bid by the authorised signatory failing which the bid may liable to be nonresponsive and rejected. The signed bid shall be uploaded using DSC to e-Proc website the <http://eproc.rajasthan.gov.in>
- d) All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their associated necessary documents properly signed etc. should be duly filled in and uploaded.
- e) Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and Financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document..
- f) Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.
- g) Bidders may submit their Bids through electronic method i.e. through <http://eproc.rajasthan.gov.in> on or before bid submission date/time.
- h) The Procuring Entity is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bid.

**7) Opening of Bids**

- a) The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in the

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presence of the Bidders or their authorised representatives who choose to be present.

- b) Only Technical bids will be opened first and PE will evaluate Technical Bid(s) as per criteria set-forth in this Bid Document or RTPP Rules.
  - c) The Financial Bids will remain unopened until the technical bid evaluation is done. The date/time of the opening of Financial Bids will be intimated by the Procuring Entity.
  - d) If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
  - e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness
  - f) The qualified agencies will be shortlisted during the technical evaluation.
  - g) The committee or official of the department may inspect the vehicles being provided and may visit the office premises.
  - g) The Financial Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bid.
- 8- The Technical Bid shall contain the following:
- i. Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms and Declarations related to Technical Bid and Code of Integrity given as specified in annexure/appendix/bid and documents related to turnover, experience, copy of RC etc as mentioned in eligibility criteria.
  - ii. proof of payment of price of Bidding Document, Bid Security, in accordance with Bid Document;
  - iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document;
  - iv. documentary evidence in accordance with Bid Document establishing the Bidder's eligibility to bid;
    - 1-Brief introduction of the agency
    - 2- 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 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.
    - 3- Copy of necessary documents including copy of R.C of at least 10 vehicles (open Trucks/containers) registered as commercial loading vehicle.
    - 4- Audited Balance Sheet of last 3 FYs CA Certificate with CA's Registration number /seal
    - 5-Date of establishment Work orders/Bills of the related work.
    - 6-A Self Certified letter as per (Self-Declaration) as mentioned clause 2 of the bid document.
  - v. any other document required in the BDS; and
  - vi. others considered necessary otherwise to strengthen the Bid submitted.

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- e) The Financial Bid shall contain the following:
- i. Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
  - ii. Any other document required in the BDS.

Note: Clear and legible scanned copy duly digitally signed by authorised signatory must be

**9) Cost & Language of Bidding**

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

**10) Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

**11) Bid Security**

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) In case of open competitive bidding, bid security shall be 1% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
- a. Small Scale Industries (SSI) of Rajasthan it shall be 0.25% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid, and
  - b. In case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be 0.5% of the estimated value of bid.
  - c. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the NIB.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- d) Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
- e) 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.
- f) 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.

- g) The bid security may also be deposited online as per the procedure mentioned -

### Online Submission of Bid Security, bid document Fee and RISL processing fee

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

Election Department, Jaipur			
Particulars of Items	Budget Head	Amount in Rs.	Remarks
Bid Document Fees	0075-00-800-52-01	500/-	
Bid Security	8443-00-103-00-00	25000/-	
RISL processing Fees	8658-00-102-16-01	1000/-	

- Bidders are required to register as registered user on e-GRAS web portal.
- Bidders are required to deposit the above mentioned sums in rupees against bid security, Bid document fees and RISL fees in respective budget heads at e-GRAS portal through online payment gateway system.
- After successful payment of all above fees in a single challan, Bidder will generate CIN no. receipt. Bidders are required to upload scanned copy of CIN no. receipt along with their technical bid proposal at procurement portal [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). In absence of CIN no. receipt bid proposal may be rejected.
- For more information regarding above procedure of e-GRAS the bidder are suggested to go through circular no:-

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

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

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

How to deposit bid fee on e-GRAS:-

Please visit on <https://e-gras.raj.nic.in/>

To participate in e-GRAS, one has to click on new user creation and required to fill up their credentials. Once the login ID is generated then one is authorized to use e-GRAS for all types of challan submission.

After login on <https://egras.raj.nic.in>

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Service challan –choose department (204 Election department)-select service (tender fee, E proc)-  
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Then select district jaipur-Office name (22294:Dy secy to Govt. of Rajasthan & Joint CEO Jaipur)

And fill the amount according above mentioned budget head.

- h) 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.
- i) The Bid security taken from a bidder shall be forfeited in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of work order within the specified period;
  - c. when the bidder fails to commence the service or execute work as per work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the Act, chapter VI of the RTPP Rules.
  - f. if the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful short-listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short-listed bidders furnishes the full amount of performance security.
- m) The procuring entity shall return the bid security after the earliest of the following events, namely:-
  - a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful short-listed bidders ;
  - c. the cancellation of the procurement process; or

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

- a) Bids shall be submitted on e-Proc website up to the time and date specified in the NIB or an extension issued thereof, if any.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified the date

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may be extended by the procuring entity.

- c) If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

Late Bids: The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

**13) Selection :**

- (i) In technical evaluation of bids, bidders technically qualified will be short listed for next stage i.e. financial bids. The technically qualified bids will be preferably minimum 3 numbers.
- (ii) Financial bids of only technically qualified and short listed bidders, shall be opened.
- (iii) Out of 3 financial bids L1 will preferable considered.

**14) 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.

**15) Clarification of Bids**

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

**16) Evaluation & Tabulation of Technical Bids**

**a) Determination of Responsiveness**

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

**C) Tabulation of Technical Bids**

If Technical Bids have been invited, they shall be tabulated by a Committee (DPC/BEC) constituted on behalf of PE in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

- a) The number of firms qualified in bid evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- b) The bidders who qualified in the technical bid examination, their financial bid would only be opened.

**17) Evaluation & Tabulation of Financial Bids**

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring

entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in bid examination shall be opened at the notified time, date and place by the BEC/DPC in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) the examination shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities
- e) the offers shall be examined and marked L1, L2, L3 etc.
- f) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

**18. Correction of Arithmetic Errors in Financial Bids**

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

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BEC/DPC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

**19) Price/ purchase preference in evaluation**

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

**20) Negotiations**

- a) 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.
- b) Negotiations shall not make the original offer made by the bidder inoperative. The BEC/DPC shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- c) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the department may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.

**21) Procuring Entity's Right to accept any bid and to reject any or all bids**

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

**22) Acceptance of the successful Bid and award of contract**

- a) The procuring entity shall award contract to the agency/agencies 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.

**23) Information and publication of award**

Information of award of contract shall be published on the Raj. State Public Procurement Portal i.e. <http://sppp.rajasthan.gov.in> as well as e-Proc website.

**24) Right to vary quantity**

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RTPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
- a. up to 50% of the value of goods or services of the original contract.

**25) Performance Security**

All the successful bidder, have to execute agreement and furnish performance security.

Prior to execution of agreement, Performance Security shall be solicited from the successful bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.

The amount of performance security will be as per the directions/circulars issued by the government from time to time. The amount of bid security deposited may also be adjusted as performance security.

**26) 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

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**27) Confidentiality:**

- a) Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- b) Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
- c) Notwithstanding as mentioned in the Bid Document, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
- d) In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

**28) Cancellation of procurement process**

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
    - c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract

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value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

**29) Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) Any person participating in the procurement process shall -
  - I. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - III. not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - IV. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
  - V. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - VI. not obstruct any investigation or audit of a procurement process;
  - VII. disclose conflict of interest, if any; and
  - VIII. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
  - a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

**30) 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.

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A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of this Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
- h. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and as stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.

Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

**31) Interference with Procurement Process**

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful short-listed bidders ;
- c) fails to enter into procurement contract after being declared the successful short-listed bidders ;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful short-listed bidders, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 50 lacs rupees or 10% of the assessed value of

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procurement, whichever is less.

**32) Grievance handling procedures during procurement process (Appeals)**

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

**33) Offenses by Firms/ Companies**

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

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

- d) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- e) For the purpose of this section-
- 1 "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - 2 "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

**34) Debarment from Bidding**

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
1. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  2. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

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- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.

**35) Monitoring :**

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

**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.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**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) Confidential Information**

The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

**5) Specifications and Standards**

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

**6) Delivery period**

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.

**7) Payment Terms**

- a) 100% Payment shall be made as per details mentioned below by the department within a month's time, after submission of an invoice by the successful bidder in a triplicate for payment: -
- On complete delivery of items from various districts to Navi Mumbai

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- After deducting all types of penalties, due to any reasons mentioned in the bid, if any.
- b) The bidder will provide proof of delivery in the form of receipts supported by GPS reports.

**8) PENALTIES:**

**I. Risk and Cost:**

In case, the contractor doesn't commence the work as required by Election Department within the stipulated period, the work can be allotted to other bidder at L1 rate at the risk and cost (in case of difference in the cost of supply) of the contractor firm and LD clause shall be attracted to the agency who was placed the order & could not commence the work.

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

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to complete:-
- delay up to one fourth period of the prescribed delivery period: 2.5%
  - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
  - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
  - delay exceeding three fourth of the prescribed period: 10%
- a) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- b) The maximum amount of liquidated damages shall be 10% of the contract value.
- c) 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.
- d) 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.

**9) Miscellaneous:-**

Bidders must make their own arrangements to obtain import licence, if necessary & applicable. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Procuring Entity.

**10) 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

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decision shall be final and abided by all stakeholders.

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

**12) Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

**13) 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.

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**: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) Appeal not to lie in certain cases**

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

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

**(3) Form and procedure of filing an appeal**

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.

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- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**(4) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(5) Procedure for disposal of appeals**

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

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FORM No. 1  
[See rule 83]

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

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

Before the .....

(First / Second Appellate Authority)

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

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

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

.....

..... (Supported by an affidavit)
7. Prayer:
 

.....

.....

Place .....

Date .....

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*[Handwritten signature]*

Appellant's Signature

*[Handwritten signature]*

**BIDDING FORM NO.-1:**

**Technical Bid Submission Sheet**

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 and qualification criteria in conformity with the Bidding Document and offer to transport in accordance with the specifications, the delivery schedule and other requirements as specified in bidding document for transport of M1-EVM
- (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: \_\_\_\_\_

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**ANNEXURE-1: PRE-BID QUERIES'FORMAT{to be filled by the bidder}**

Name of the Company/Firm: \_\_\_\_\_

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

Name of Person	Designation	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Correspondence Address	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Query(ies) / Clarification(s) Sought:

S.No.	Bid Page No.	Bid Clause No.	Existing Clause Details	Query/ Clarification sought	Suggestion/
1.					
2.					
3.	.....				
4.	.....				

Note:-

1. Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/ .DOC/ .DOCX) in virus free file. Queries not submitted in the prescribed format will not be considered/ responded at all by the Procurement Entity.
2. Prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document shall be emailed to [ceoipr-ri@nic.in](mailto:ceoipr-ri@nic.in) and not to be uploaded on e-Proc website. **In case the soft copy of the dully filled in Pre-Bid query format, is uploaded on e-Proc website then it would not be entertained and processed.**
3. The Bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held along with softcopy, which can be emailed to [ceoipr-ri@nic.in](mailto:ceoipr-ri@nic.in) in with a subject line of "PBQ for transporting/delivering MI-EVM (obsolete machines) from 28 different districts of Rajasthan to BEL, Navi Mumbai.

4. **ANNEXURE-2(A): BIDDER'S AUTHORIZATION CERTIFICATE (to be filled by the bidder)**

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

To,

{Procuring Entity}

**Additional Chief Electoral Officer**

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

Ref: NIB No.                      date:

WHEREAS

We, who are "a transport/road line agency" of \_\_\_\_\_

\_\_\_\_\_

having office/offices  
at \_\_\_\_\_

\_\_\_\_\_

do hereby authorise (Name) \_\_\_\_\_  
(Contact Numbers) Mobile \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following services by us and to subsequently negotiate and sign the Contract:

**"For Tranporting/Delivering M1 EVM BU & CU machines (obsolete machines) from 28 different districts of Rajasthan to BEL Navi Mumbai"**

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: -

Authorised Signatory: -

Seal of the Organization: -  
(Includes complete address)

Verified Signature:

Name:

Position:

Date: -----

Place: -----

**ANNEXURE-2(B): DECLARATION BY BIDDER (to be filled by the bidder)**

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

To,

{Procuring Entity}

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

Ref: NIB No.                      date:

**Declaration**

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: \_\_\_\_\_

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A signature that appears to be 'Raj' or similar.  
A signature that appears to be 'S' or similar.  
A signature that appears to be 'L' or similar.

**ANNEXURE-3: SELF-DECLARATION (Declaration by Bidder regarding Qualifications)**(to be filled by the bidder)

To,

{Procuring Entity}

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

**Declaration by Successful Bidder**

In relation to my/our bid submitted for "Transporting/delivering M1-EVM (obsolete machines) from different districts of Rajasthan to BEL, Navi Mumbai" conforming to Bid & ECI standards in response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ as an Owner/ Partner/ Director/ Auth. Signatory of \_\_\_\_\_, I/ We hereby declare that: -

- a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in RTPP Act, RTP Rules and this bidding document which materially affects the fair competition.
- f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- g) We do not have any previous transgressions with any entity in India or any other country during the last three years
- h) We do not have any debarment or black-listed by any other procuring entity

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- i) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- j) We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.
- k) We agree to extend the validity of bid submitted on the communication of the PE.
- l) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid.
- m) We agree to submit appropriate Performance Security within time period.
- n) We have submitted only one bid.
- o) We, during the contract period, will collect items as specified from different districts and transport and delivered it to place mentioned to the document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

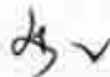
Name of the Bidder: -

Authorised Signatory: -

Seal of the Bidding Organization: -

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

Place: \_\_\_\_\_



**ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION** (to be filled by the bidder)

To,

(Procuring Entity)

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

**CERTIFICATE**

This is to certify that, the specifications of "Transporting of M1-EVM" which I/ We have mentioned in the Technical bid, and which I/ We shall Transport if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the services mentioned in the bidding document and that there are no deviations of any kind from the required specifications.

2. Also, I/ we have thoroughly read the bidding document, RTPP ACT, 2012 and thereto Rules, 2013 and amendment(s) issued and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in "collecting, transporting and delivering M1 EVM BU & CU machines machines.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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




Place: \_\_\_\_\_

Handwritten signature and initials:

## ANNEXURE-5:

**BILL OF MATERIAL (BOM)**  
(Requirement of Services to be provided)

Description of services	No. of Machines to be collected from district	Requirements			Bidders Acceptance for providing services as per terms and condition mentioned in the bid document (Yes/No)
		Vehicles	Persons	Services to be provided	
Transportation of EVM M1 (obsolete machines) from different districts of Rajasthan to BEL Navi Mumbai	84567 (specifications of machines, weight etc, name of districts and address of BEL Navi Mumbai mentioned in Bid document)	60 Containers/ Open trucks of specifications mentioned in bid document	Two persons (1 Driver and 1 Helper)	Collection of M1 EVM BU & CU machines (Obsolete machines) from different districts of Rajasthan and transporting and delivering them to BEL Navi Mumbai	

**ANNEXURE-6: BID SECURING DECLARATION**

**Form of Bid Securing Declaration**

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

Bid No.: .....  
bidding process]

[insert number of

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:

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

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

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

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

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

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

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_  
[insert complete name and address of the Bidder] Dated on day of, 20\_\_ [insert date of signing]

Corporate Seal \_\_\_\_\_ [affix corporate seal of the bidder]

**Note:**

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

## (Part-B: Financial Bid)

**BIDDING FORM NO. 2:**

### Financial Bid Submission Sheet

Date:

NIB No.:

To,

(Procuring Entity)

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

We, the undersigned, declare that:

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

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

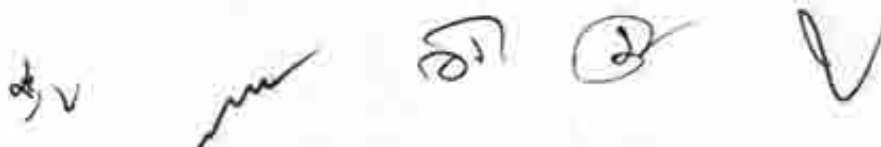
In the capacity of: \_\_\_\_\_

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

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

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

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



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

**ANNEXURE-7: FINANCIAL BID COVER LETTER FORMAT** (to be submitted by the bidder on his Letter head)

To,

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

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Services being provided Level Standards & in conformity with the said bidding document for the same.

1. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work.
2. I / We undertake, if our bid is accepted, to provide services in accordance with the bid document.
3. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance security as prescribed in the bidding document.
4. I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
6. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. I/ We will not sublet the contract if awarded to us.
9. I/ We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/para/text from the original bid.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard. We have submitted only solution/goods based proposal and understand that in case of multiple bids proposed, may lead to reject our bid for which we only are the responsible.

Date:

Signature of Authorized Signatory:

Name:

Designation:







**ANNEXURE-8: FINANCIAL BID (BoQ)****Financial Bid Format (BoQ)**

For transporting/delivering M1 EVM BU & CU machines (Obsolete Machines) from different districts of Rajasthan to BEL Navi Mumbai

Sr. No	Name and Description of Work	Total Cost including all services mentioned in column 2 with fuel charges, halting charges of 2 persons etc	Total Cost in INR before tax (this includes all levies & other incidental charges, if any)	Applicable Tax as on date (tax name & percentage tax)	Amount of Tax in INR on total cost	Total Cost in INR including tax
1	2	3	4	5	6	7
	Collection of M1 EVM BU & CU machines (Obsolete Machines) from districts of Rajasthan and transportation and delivering of these items to BEL, Navi Mumbai. Providing 60 Open trucks/Containers including fuel, along with 1 Driver and 1 helper for execution of above work (Names of districts, destination at Navi Mumbai, specifications of machine to be transported, type of vehicles required etc. are mentioned in bid document					

Total Amount in figures .....

Total Amount in words .....

**Note:**

A- Toll tax will be paid (if any) on submission of proof of payment by the agency in addition to the total cost mentioned above.

B- Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-Procurement Portal <http://eproc.rajasthan.gov.in>. Bidders should not fill any information in the above

format & submit physically; otherwise the bid shall be treated as nonresponsive. Bidder should submit their financial bid online on e-Proc website/Portal only.

ANNEXURE-9: DRAFT AGREEMENT OF CONTRACT FORMAT

(to be mutually signed by selected bidder and procuring entity)

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

Agreement

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_

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

WHEREAS the Procuring Entity invited Bids for transport services certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier and service provider for providing services for the sum of \_\_\_\_\_ (amount in figures and words) (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The bid document issued vide even no. \_\_\_\_\_ dated \_\_\_\_\_ and work order no. \_\_\_\_\_ dated \_\_\_\_\_ shall be deemed to form and be read and construed as part of this Agreement.
3. Period of contract will be ..... to .....
4. In consideration of the payments to be made by the Procuring Entity to the service provider as indicated in this Agreement, the service provider hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by service provider within the period as specified in the bid document and as per directions given by Election Department Rajasthan jaipur.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

a)	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d)	Delay exceeding three fourth of the prescribed delivery period, successful installation &	10.0%



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.

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

7. 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

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, a circular stamp with the number '2' in the center, and several other initials and marks on the right.