

BID DOCUMENT

(SINGLE STAGE TWO ENVELOPES BIDDING
FROM E-PROCUREMENT METHOD FOR
“RATE CONTRACT OF STATIONARY /
COMPUTER STATIONARY ITEMS”


(A/O)


Jt CEO (IT)


(BSD)


(FA)

Government of Rajasthan Election Department

NIB (NOTICE INVITING BID)

No : F.1(8)III/C/ELE/2023/264

Dated: 13/01/23

Sealed Single Stage Two-envelopes unconditional online Bids are invited on e-proc by election Department ,Rajasthan from manufacturers/retailers , authorized sellers, sub sellers and SSI unit of stationary /computer stationary items, up to **3:00 PM** of **23-01-2023** (Last date / time) as below:-


S.No	Description	Estimated value	Bid security	Price of bid document	Validity of bid
1	stationary /computer stationary items	19.00 lacs approx	38000/-	500/-	90 days

1. Bids not submitted in prescribed format shall not be accepted.
2. Samples of items mentioned in list "A" shall be necessarily submitted on the date of bid submission in sealed envelope.
3. Attested copy of PAN number issued by income tax department and copy of GST return (31 March 2022) must be submitted with technical bid.
4. The average turnover of last 3 FY must be Rs 25 lacs (CA Certified).
5. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure, can be seen and downloaded from the website <http://sppp.rajasthan.gov.in>, 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.
6. 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.
7. The Bid Document Fee, Bid Security & RISL Processing Fee in the form of Demand Draft or Banker's cheque in sealed envelopes or online shall be submitted up to **3:00 PM** of **23-01-2023** to the **Election Department, Rajasthan, Government Secretariat, Jaipur.**

8. Draft in favour of bid document fee, Bid Security fee in form of DD/Banker's cheque in favour of "CEO, Rajasthan" payable at "Jaipur" RISL processing fee payable in favour of " MD RISL" at "Jaipur"
9. The Technical Bids shall be opened at 5.00 pm on 23-01-2023 office of Additional CEO.
10. 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". Or all the fees may be deposited through E-Grass.

Particulars of Items	Budget Head	Amount in Rs.
Bid Document Fees	0075-00-800-52-01	500/-
Bid Security	8443-00-103-00-00	38000/-
RISL Processing Fees	8658-00-102-16-01	1000/-

11. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.


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

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**Government of Rajasthan
Election Department**


No. F.1(8)III/C/ELE/2023/264

Jaipur, dated 13/01/2023

Notice Inviting Bid (NIB)

Bid for "Rate contract of Stationary Items & other official items" are invited from interested bidders up to 23-01-2023 at 03:00 PM .Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in/> www.sppp.raj.nic.in) of the state & department website www.ceorajasthan.nic.in. The approximate value of the procurement in Rs. 19.00 Lacs.

UBN No.....


Addl. Chief Electoral Officer
Rajasthan

BID - DATA - SHEET

subject matter of procurement	Rate Contract for Stationary /Computer stationary items	
Name and address of officer as the PE	Name	Krishna Kunal
	Designation	Additional CEO
	Address	Election department ,food building ,secretariat Jaipur
	Phone	0141-222794
	email	Ceojpr-rj@nic.in
Bid security amount	2% of the estimated procurement cost	
Nature of subject matter	Rate Contract for Goods & Service	
Way of procurement	On line through e proc	
Method of procurement	Open competitive bidding	
Cost of BID DOCUMENT (non-refundable)*	Rs 500 /- (Rupees five hundred only)	
RISL Processing Fees (Non – refundable)*	Rs 1000 /- (Rupees One Thousand only)	
Bid evaluation criteria	Financial bid of technically qualified bidders will be opened	
Estimated Cost	Rs.19.00 lacs (rupees nineteen lacs) Approx	
Contract period	1 year, may be extended as per RTPP Rules 2013 with mutual consent	
Bid procedure	Single stage two envelope	
Date & Time of Uploading of BID DOCUMENT	13/01/2023at 5.00 P.M.	
BID DOCUMENT Download Start Date & Time	13/01/2023at 6.00 P.M.	
Pre bid meeting Date & Time	16/01/2023at 1.00 P.M.	

Last Date of Bid submission & Time (online)	23 /01 /2023at 0 3.00 P.M.
Technical Bid Opening Date , Time & Place	23 /01 /2023 at 05.00 PM,
Financial Bid Opening Date , Time & Place	Will be intimated later to technically qualified bidders only
Websites for downloading Bid/BID DOCUMENT/ Bidding Document, Corrigendum's etc	http://eproc.rajasthan.gov.in/ and http://www.ceorajasthan.nic.in www.sppp.rajasthan.gov.in
Proposal & BID Validity	90 days from the last date of bid submission

Subject matter of procurement

LIST -A

S.N.	Name of Item with specification, make (if any)	Estimated Qty. which is to be purchase
1	2	3
1	Borer (plastic handle))	100
2	Paper weight Ordinary glass	25
3	Dispatch Register on 70GSM Laser paper -400 pages & Size 17x27 / 4Neelgagan	5
4	Receipt Register on 70GSM Laser paper -400 pages & Size 17x27 /4 Neelgagan	5
5	L – Folder Plastic with pocket & 1side transparent	3500
6	Stick Folder A4 Size Transparent	150
7	File Lace No.924	8000
8	File Pad	4000
9	File Tag-8" (Mention Qty. of tag in a Bundle)	10200
10	Short hand note book on 60 GSM Paper - 160 Pages	100
11	Register 60 Page Bound with Jild	25
12	Register 120 Page Bound with Jild	35
13	Register 180 page Bound with Jild	50
14	Register 240 Page Bound with Jild	75
15	Dak Book on 70 GSM Laser Paper, 160 Pages, Size 17x27 / 8	25
16	Stamp Postage Register on 70 GSM laser paper -160 Pages, Size 17x27 / 4	3

17	Transparent Tape 1/2" - Length 30Metre	50
18	Transparent Tape 1" - Length 30Metre	50
19	Transparent Tape 2" - Length 30Metre	50
20	Sanganeri Cloth hand made folder with pockets, Lock etc.	800
21	Ragzine folder with Chain, pockets, Lock etc. A4 & FS Size	300

LIST -B

S.N.	Name of Item with	Estimated Qty. which is to be purchase
1	2	3
1	Alpin packet (Bell)- Gross weight 100 gm.	200
2	Dak Pad-Neelgagan	50
3	U-Pin 26 mm Kores	50
4	Glue Bottle - 150 ml (Camel/camlin)	50
5	Glue Bottle - 700 ml (Camel/camlin)	50
6	Pencil ordinary (Natraj or camel)	100
7	Stamp pad medium size - (Ashoka/Kores/Camel) 110 X 70 mm	100
8	Stapler pin pkt.24/6 (Kores/Kangaroo)	100
9	StaplerPin pkt.No10 (Kores/kangaroo)	250
10	Stapler No. 10 (Kores/Kangaroo)	150
11	Stapler hp - 45 Kangaroo	15
12	Scale Plastic 1 feet (Camel or Natraj)	30
13	Whitener Pen (Kores/Camlin)	200
14	Photo State Paper Ream A-4-210 X 297MM/75 GSM (TNPLor JK or Xerox Meal pack)	1000
15	Photo State paper Ream FS 215 X 342 MM/75 GSM(TNPL or JK or Xerox meal Pack)	400
16	Spiral NoteBook (NeelgaganNo66)	300
17	Page marker - self sticky (Tri colour)-3pads of 25mm X 75mm Make -Corporate / Desmat	200
18	Sticky note (Plain yellow) 2"X3"	50
19	Sticky note (Plain yellow) 3"X4"	50
20	CD -R (Sony/Hp/Moserbear/Frontech)	100
21	DVD -R (Sony/samsung/Hp/Moserbear/Frontech)	50
22	Glue Stik (Fevistik / 3M) - 15 g	150
23	Cutter (Natraj)	50
24	Ball Pen Reynold 045	500
25	Goldex Klassy Pen	600



26	Cello Butterflow Pen	500
27	Luxor Hitechpoint Pen V5	300
28	Luxor Hitechpoint Pen V7	300
29	Uniball Gel Impact 1.0 Pen	400
30	Uniball eye fine UB-157	500
31	Uniball Air Micro Pen	250
32	Pilot pen (Luxor0.5)	200
33	Parker Vector Standard Fountain Pen	10
34	Parker Pen Ink	10
35	Highlighter pen-(Fabercastle/ Luxor/camlin)	150
36	CD Marker pen (Luxor/Reynold/Camlin)	24
37	White Board Marker pen (Luxor/Reynold/Camlin)	36
38	Pen Drive(16GB)- Make Transcend / Kingston / Sandisk /Sony /hp	20
39	Pen Drive(32GB)- Make Transcend / Kingston / Sandisk /Sony /hp	15
40	Pen Drive(64GB)- Make Transcend / Kingston / Sandisk /Sony /hp	15
41	pencil cell (Novino Gold)	100
42	Pager Cell AAA (Novino gold)	150
43	Calculator - 12 digit (Citizen & Casio)	30
44	Optical Scroll mouse (i-ball / Logitech)	15
45	Computer Key board PS2 & USB (i-ball / Logitech)	10
46	Mosquito Repellent machine with liquid bottle - Allout /mortein/ goodknight	20 combo pack
47	Mosquito Repellent liquid bottle - Allout /mortein/ goodknight	40
48	Paper Clip/Binder Clip	100
49	Dustbin	20
50	Water Jug Plastic (1.5Lt)	20
51	Electric Bell/Cordless Bell	10 each
52	Table Glass (10mm)	10
53	Table Glass (12mm)	10
54	Table Top Desk Glass 18x24	05
55	Designer Pen Stand	10
56	White Board 2x3	05
57	Toner Cartridge12A for HP Laser Printer	6
58	Toner Cartridge Laser Printer Samsung 2876ND-116L	6
59	Toner Cartridge for KX-MB1530 MFD – Panasonic FAT410	6
60	Toner CartridgeLBP3300NCannon PrinterCannon 308	15
61	Toner Cartridge HP 88A	15
62	Toner Cartridge HP 55A	8
63	Toner Cartridge RICOH MFD 3410-SP3400HS-Cod406517	8
64	Toner Cartridge 78A for Hp Laser Printer 1606dn	35

65	Toner Cartridge 80A for Laser Printer hp 425dn-	15
66	Toner Cartridge Laser Printer Ricoh 310 dn Code 407251	35
67	Toner Cartridge 202A for hp deskjet 254 colour printer	4 Set (1 Set=4 Cartridge)
68	Toner Cartridge 30A for hp MFP M227Fdn	30
69	Toner Cartridge 51A for hp MFD 3035	5
70	Toner Cartridge 337 Starter for Cannon Laser printer	10

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Technical Qualification /Requirement for Supply of Stationary /Computer stationary items

S. No	Full Particulars of bidder	Details	S. No of relevant enclosures in Bid(encl.)
1.	Name of The Firm/ Proprietor		
2.	Type of Firm :- Proprietary /Private/Private Ltd./(Shop Act 1958) / (Partnership Act 1932)/(Company Act 1956/2013) (Enclose Relevant Documents)		
3.	Full Postal Address (ID Ecl.)		
4.	Telephone/Mob. No.		
5.	E -Mail		
6.	PAN No. (Self Attested Photocopy of Pan Card)		
7.	GST Registration No. (Copy Ecl.) and last GST Return (Copy Ecl.)		
8.	If firm registered in SSI Unit/MSME Rajasthan enclosed Reg. copy as per updated (copy Ecl.)		
9.	Details of submitted Tender Processing Fees Rs. 1000/- informed MD, RISL, Jaipur	DD No./Banker Cheque _____ Date _____ Issuing Bank _____	
10.	Details of submitted Tender Fee Rs. 500/-	DD No./Banker Cheque _____ Date _____ Issuing Bank _____	
11.	Details of submitted bid security Rs. 38,000/-	DD No./Banker Cheque _____ Date _____ Issuing Bank _____	

12.	3 Years average Turnover should be Rs 25 lacs (Value in rupees of financial year & 2019-20, 2020-21 & 2021-22) CA Certified Turnover Copy (Enclose)	year 2019-2020 _____ year 2020-2021 _____ year 2021-2022 _____	
13.	Has the Firm ever been Debarred/Blacklisted by any govt. organization/Dept? If yes the details thereof.(Encl. Declaration in Affidavit)		
14	Detail of the Stationery supply Work Satisfactory at any govt. organization/Dept (last 3 financial year 2019-20, 2020-21 & 2021-22) Work Order/Work completion Certificate/Bills or vouchers (Encl. Copy)	Detailed Year wise 1- 2019-2020 Total Value Rs..... 2- 2020-2021 Total Value Rs..... 3- 2021-2022 Total Value Rs.....	
15	Mandatory Undertaking	Self Attested copy of Bid Document including all annexures (A to F)	

Note: - All relevant documents should have to be submitted with Technical Bid.

**Seal and signature of bidder
Name & Address**

Handwritten signature and initials in blue ink, including a large signature and the initials 'N' and 'D' in circles, and 'JN'.

**GOVERNMENT OF RAJASTHAN
(ELECTION DEPARTMENT)**

TERMS & CONDITIONS FOR TENDER NOTICE FOR SUPPLY OF STATIONERY ITEMS UNDER RATE CONTRACT

Note: Bidders should read these conditions carefully and comply strictly while sending their bid.

Condition No. – 1

- Bid will be inviting into single stage in two envelopes.
- The technical bid and commercial bid (BOQ) should be submitted on e proc.
- Sample of each Item mention in List- A (which is a enclosure of General Cum Technical Bid) must be enclosed by the bidder in a separate envelope should reach to election department before last date of submission of bid.
- Sample of Items mention in List- B are not required.

Condition No. 2 - (I) Any Change in the constitution of the firm, etc., shall be notified forth with by the supplier in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

(II) No new partner / partners shall be accepted in the firm by the supplier in respect of the rate contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The supplier receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

Contract No. 3 - GSTIN Registration Certificate: - No Bidders who is not registered under GST Act Prevalent in the state where his business is located shall tender. The GSTIN Registration no. should be quoted and a GST clearance/ return copy of quarter ending up to 31 March, 2022.

Condition No.4 - The Bidder shall sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the tender.

Condition No.5 - Rate shall be written both in words and figures. There should not be errors and /or over-writings. Corrections if any should be made clearly and initiated with dates.

Condition No. 6 - (I) All rates quoted must be FOR JAIPUR and should include all incidental charges. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the department and delivery of stationery items shall be given at the **office/Store premises of the Chief Electoral Officer, Rajasthan, Jaipur.**

(II) The rates quoted by the Bidders will be compare by the department without GST basis & the rate of GST will be paid as per GST rate applicable on the stationery Items.

Condition No.7 – Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and

Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

- b) In case of open competitive bidding, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
- 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

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

Validity 8 - (I) The rate quoted shall be valid upto one year from the date of rate contract agreement.

(II) Period of rate contract will be extended as per RTPP rule 2013, accordingly.

(III) The Bidder should not under any circumstance revise his rates already quoted. Any request for an increase in the rates will not be entertained under any circumstance.

Condition No. 9 - The approved Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc. he shall before signing the contract refer the same to the department and get clarifications.

Condition No. 10 - The Bidder shall not assign or sub-let the contract or any substantial part thereof to any other agency.

Condition No. 11 - Specifications :- (I) All stationary items supplied shall strictly confirm to the specifications, make mentioned in tender document & supply order as per rate contract.

(II) **Rejection:-** If Stationary items mentioned above are not as per specification/make mentioned in Bid document shall be rejected and it have to be replaced by the approved Bidder at his own cost immediately without any delay as directed by Chief Electoral Officer, Rajasthan, Jaipur, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Chief Electoral officer in that behalf under this contract or otherwise.

(III) All supply in course of execution or executed in pursuance of the contract shall at all times be open for the inspection and supervision of the Chief Electoral officer and his subordinates.

Condition No. 12 - The approved Bidder shall furnish complete address/Telephone Numbers together with name & address of the person who is to be contacted for the supply.

Condition No. 13 - Samples:- Sample of all items must be enclosed with this List A of stationary items. Items mentioned in List A, No. 3, 4 & 6, 11 to 14 & 17 to 19 only one sample is required, which will properly packed & enclosed with in separate envelope. Such Sample will be received in the office along with tender document. A receipt will be given for samples by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R should be sent under a separate registered cover. If samples of few items are not enclosed by the bidder of items mentioned in List A then commercial bid of List A items will be opened or will not be opened decision taken by the department in this regard will be final. However, the rates of Items mentioned in List A will be finalized by the department after approval of



sample.

Condition No. 14 - Each sample shall be marked suitable either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

Condition No. 15 - Approved Samples would be retained in the department. Department shall not be responsible for any damage, wear and tear or loss during the period these samples retained.

The sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The Samples uncollected within 9 months after expiry of rate contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

Condition No. 16 - Samples not approved shall be collected by the unsuccessful tenderer. The department will not be responsible for any damage, wear and tear or loss during the period these samples retained. The uncollected samples shall be forfeited if not claimed within a month and no claim for their cost, etc., shall be entertained.

Condition No. 17 - Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications, make or with the approved samples.

Condition No. 18- The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail, and road or air and delivery of the material in good condition to the consignee at destination. in the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee. No extra cost on such account shall be admissible.

Condition No. 19 - The rate contract for the supply, can be repudiated at any time by the Chief Electoral officer, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.

Condition No. 20 - Direct or indirect canvassing on the part of the Bidder or his representative will be disqualification.

Condition No. 21 - Delivery period:- (I) The approved Bidder whose tender is accepted supply the order items within 7 working days time from the date of receipt of supply order.

If the orders are placed in excess of the quantities shown in the tender document the tenderer shall be bound to meet the required supply. If the tenderer fails to do so department shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

Condition No. 22 - Agreement & Performance security(Guarantee)

- (I) **Successful Bidder (Supplier/rate contractor) will have to execute an rate Contract agreement within a certain period mentioned in order * performance Guarantee equal to 2.5% of the value of the supply order & for SSI units within 7 days of acceptance of tender in the form of Demand Draft / Bank Guarantee /FDR drawn in favour of the Chief Electoral Officer, Rajasthan, Jaipur. The Performance Guarantee will not be accepted in any other form.**
- (II) No interest will be paid by the department on the Performance Guarantee.
- (III) The expenses of completing the stamping the rate contract agreement shall be paid by the successful rate contractor.

- (IV) The Performance guarantee so collected shall be refunded to the rate contractor/supplier within one month after expiry of rate contract provided the supply done by the supplier is found to be satisfactory and in good order. Contractor/supplier should submit application along with required documents for refund.
- (V) The Central government & Government of Rajasthan undertaking will be exempted from furnishing security deposit.

Condition No. 23 - Financial Turn Over: - Average turnover of the bidder during the preceding three financial years should be at least Rs. 25 Lac form the same business. Audited Balance sheet of last 3 Financial years along with CA Certificate with CA's Registration Number/Seal/Turn over Statement/Balance Sheet certified by CA.

Condition No. – 24

Forfeiture of Performance Guarantee :- The security amount in full or part may be forfeited in the following cases :-

- (I) When any terms & conditions of the rate contract breached.
- (II) When tenderer fails to make complete supply satisfactorily..
- (III) Notice of reasonable time will be given in case of forfeiture of security deposit. the decision of the department in this regard shall be final.

Condition No. – 25

If at any time during the execution of the supply the department shall for any reason whatsoever (other than default on the part of the supplier for which the Chief Electoral Officer is entitled to rescind the contract) desires that the whole or any part of the supply specified in the Bid should be suspended for any period or that the whole or part of the supply, should not be carried out at all, he shall give to the supplier a notice in writing to that effect and upon the receipt of such notice the supplier shall forthwith suspend or stop the supply wholly or in part as required thereon.

Condition No. – 26

- (I) Advance payment will not be made.
- (II) Unless otherwise agreed between the parties payment for the delivery of goods/articles will be made on verification of goods according to supply order & submission on bill in proper form by the supplier to the Chief Electoral Officer, Rajasthan, Jaipur in accordance with GF&AR all remittance charges will be borne by the supplier.
- (III) Payment to supplier shall be made through ECS to the banker nominated by the supplier on receipt of the material.

Condition No. – 27 – (I) The entire supply shall have to be carried out as per the instructions issued by the Chief Electoral Officer; Rajasthan, Jaipur from time to time and his decision shall be final and binding in respect of all points of doubt.

(II) The time specified for delivery in the tender form shall be deemed to be the essence of the rate contract and the approved Bidder shall arrange supplies within the period on receipt of the firm order from the department.

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Condition No. – 28 – Recoveries: - Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from this dues and Performance Guarantee available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

Condition No. – 29 – If a Bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender 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 tender issued by the department.

Condition No. – 30 – The department reserves the right to accept any Bidder not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/ supplier.

Condition No. – 31

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

Condition No. – 32 -: Where any Terms & Conditions are not clear the rules of G.F. & A.R./ Rajasthan Transparency Act 2012 / Rules 2013 will be applicable.

Condition No. 33 – All Legal proceeding instituted by any of the parties (Department or Supplier) shall have to be lodged in courts situated at Jaipur in Rajasthan & not elsewhere.

The decision of the Additional Chief Electoral Officer, Rajasthan, Jaipur shall be final and binding on the tenderer(s) in respect of this tender.

Signature of Bidder

Name & Address

Place & Date:

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Signature

Annexure A : Compliance with the code of Integrity and No conflict of Interest

Any person participating in a procurement process shall-

- A. 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;
- B. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- C. Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- D. Not misuse any information shared between the procuring entity and the bidder with an intent to gain unfair advantage in the procurement process;
- E. Not indulge in any coercion including impairing or harming or treating to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- F. Obstruct any investigation or audit of a procurement process;
- G. Disclose conflict of interest, if any; and
- H. Disclose any previous transgressions with any entity in India or any other country barring the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a 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 obligation, or compliance with applicable laws and regulation.

A Bidder may be considered to be Conflict of Interest With one or more parties in a 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 the 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 decision of the procuring entity regarding the bidding process's
- E. The bidder participates in more than one bid in a 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 sub contraction, not otherwise participating as a bidder, in more than one bid; or
- F. The bidder or any of its affiliates participated as consultant in preparation of the design or technical specifications of the good, works or 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.

Handwritten signatures and initials in blue ink. On the left, there is a circled 'D' and a large, stylized signature. To the right, there are initials 'H, V'.

Annexure B: Declaration by the Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to.. **Additional Chief Electoral Officer**
..for procurement of.....in response to their Notice Inviting Bids
No.....Dated.....I/We hereby declare Section 7 of Rajasthan Transparency in
public Procurement Act, 2012, that:

1. I/We Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
2. I/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;
3. I/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 my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and or directors and officers have not been convicted of any criminal finance related to my/our professional conduct ro the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract with in a period of three years preceding the commencement of this procurement process or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, Which materially affects fair competition:
6. Our firm has not been blacklisted/debarred anywhere in the Rajasthan.
7. I/we have put mu/our signature along with seal of my/our firm on every page of the tender document as a token of acceptance of the terms & conditions of the tender document.
8. We have purchase the tender document @Rs. 500 vide receipt/challan no.
.....
9. Security deposit is being submitted in the form of cash receipt no.....
banker's cheque no., DD no.Egras
no.....**Date:**

Signature of bidder

Name & Designation:

Address:

Place:

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Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **CEO Rajasthan**

The designation and address of the Second Appellate Authority **Finance department**

Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in Contravention to the provision of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feel aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entry evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter or financial Bids be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 1) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- 2) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para(2), 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 prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf with in fifteen days from the expiry of the period specified in Para(2) or of the date of receipt of the order passed by the First Appellate, as the case may be.

3) Appeal not to lie in certain case

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

- a) Determination of need of procurement;
- b) Provision limiting participation of Bidder in the Bid 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;

4) Form of Appeal

- a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c) Every appeal may be presented to first appellate authority second appellate, as the case may be, in person or through registered post or authorized representative.

5) 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 bank demand draft banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

6) Procedure for disposal of appeal

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 or 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

ii. Peruse or inspect documents, relevant records or copies there of relating to the matter.

c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of 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.

d) The order passed under sub-clause(c) above shall also be placed on the State public procurement portal.

FORM No. 1

See rule 83)

Memorandum of appeal under the Rajasthan Transparency in public procurement Act, 2012

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

Before the..... (First/Second Appellate Authority)

1. Particulars of appellant:

(1) Name of the appellant:

(2) Official address, if any:

(3) Residential address:

2. Name and address of the respondent(s)

(i).....

(ii).....

(iii).....

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

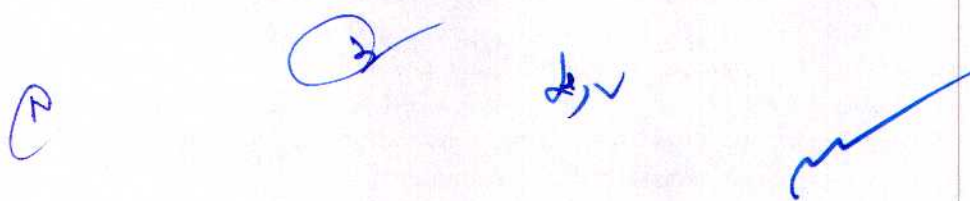
6. Grounds of appeal :
.....
.....
.....(Supported by an affidavit)

7. Prayer :
.....
.....
.....
.....

Place.....

Date.....

Appellant's signature



Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. 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 Procuring Entity 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;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of error, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
 - a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b) 50% of the value of goods or services of the original contract.]

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in the order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Annexure E: Declaration by the Bidder regarding Qualification

In relation to my/our Bid submitted to **Additional Chief Electoral Officer** Office of the Chief Electoral Officer, Election Department, for procurement of **Stationery Purchase** in response to their **Nib No.** **Dt. : / /2023** I/We hereby declare Section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:

1. I/We Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
2. I/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;
3. I/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 my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and or directors and officers have not been convicted of any criminal finance related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract with in a period of three years preceding the commencement of this procurement process or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, Which materially affects fair competition:

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Mobile No. :

(Handwritten marks)

Annexure F: Declaration by the Bidder regarding Blacklisting / Debarred

In relation to my/our Bid submitted to **Additional Chief Electoral Officer** Office of the Chief Electoral Officer, Election Department, for procurement of **Stationery**

Purchase in response to their **Nib No. Dt.: / /2023**

I/We hereby declare that my/our firm has not been **BLACKLISTED / DEBARRED** by any Government / Private / Public Department in any way in preceding three years.

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Mobile No. :

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Annexure G: Declaration by the Bidder regarding Work Experience

In relation to my/our Bid submitted to **Additional Chief Electoral Officer** Office of the Chief Electoral Officer, Election Department,for procurement of **Stationary Purchase** in response to their Nib No. Dt. : / /2023.

I/We hereby declare that my/our firm has worked for Government / Private / Public Department (Please enclose name of the organization) in respect of **Stationary Purchase**

Date:

Place:

Name:

Designation:

Address:

Mobile No. :

Signature of bidder

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COMMERCIAL BID FORM FOR SUPPLY OF STATIONERY ITEMS(BOQ)

I. List A of Stationery Items with specification, Make (if any)

S.N.	Name of Item with specification, make (if any)	Estimated Qty. which is to be purchase	Rate offered per unit/Pkt./Bundle etc.		
			Rate per unit/Pkt./Bundle etc.	GST / in Rs	Total Rate per unit/Pkt./Bundle etc. with GST
1	2	3	4	5	6
1	Borer (plastic handle))	100			
2	Paper weight Ordinary glass	25			
3	Dispatch Register on 70GSM Laser paper -400 pages & Size 17x27 / 4Neelgagan	5			
4	Receipt Register on 70GSM Laser paper -400 pages & Size 17x27 /4 Neelgagan	5			
5	L – Folder Plastic with pocket & 1side transparent	3500			
6	Stick Folder A4 Size Transparent	150			
7	File Lace No.924	8000			
8	File Pad	4000			
9	File Tag-8"(Mention Qty. of tag in a Bundle)	10200			
10	Short hand note book on 60 GSM Paper - 160 Pages	100			
11	Register 60 Page Bound with Jild	25			
12	Register 120 Page Bound with Jild	35			
13	Register 180 page Bound with Jild	50			
14	Register 240 Page Bound with Jild	75			
15	Dak Book on 70 GSM Laser Paper, 160 Pages, Size 17x27 / 8	25			
16	Stamp Postage Register on 70 GSM laser paper -160 Pages, Size 17x27 / 4	3			
17	Transparent Tape 1/2" - Length 30Metre	50			
18	Transparent Tape 1" - Length 30Metre	50			
19	Transparent Tape 2" - Length 30Metre	50			
20	Sanganeri Cloth hand made folder with pockets, Lock etc.	800			
21	Ragzine folder with Chain, pockets, Lock etc. A4 & FS Size	300			

(Handwritten signatures and initials)

COMMERCIAL BID FORM FOR SUPPLY OF STATIONERY ITEMS (BOQ)

II List B of Stationery Items with specification, Make (if any)

S.N.	Name of Item with specification, make any)	(if Estimated Qty. which is to be purchase	Rate offered per unit/Pkt./Bundle etc.		
			Rate per unit/Pkt./Bundle etc.	GST in Rs	Total Rate per unit/Pkt./Bundle etc. with GST
1	2	3	4	5	
1	Alpin packet (Bell)- Gross weight 100 gm.	200			
2	Dak Pad-Neelgagan	50			
3	U-Pin 26 mm Kores	50			
4	Glue Bottle – 150 ml (Camel/camlin)	50			
5	Glue Bottle – 700 ml (Camel/camlin)	50			
6	Pencil ordinary (Natraj or camel)	100			
7	Stamp pad medium size – (Ashoka/Kores/Camel) 110 X 70 mm	100			
8	Stapler pin pkt.24/6 (Kores/Kangaroo)	100			
9	Stapler Pin pkt.No10 (Kores/kangaroo)	250			
10	Stapler No. 10 (Kores/Kangaroo)	150			
11	Stapler hp - 45 Kangaroo	15			
12	Scale Plastic 1 feet (Camel or Natraj)	30			
13	Whitener Pen (Kores/Camlin)	200			
14	Photo State Paper Ream A-4-210 X 297MM/75 GSM (TNPL or JK or Xerox Meal pack)	1000			
15	Photo State paper Ream FS 215 X 342 MM/75 GSM(TNPL or JK or Xerox meal Pack)	400			
16	Spiral Note Book (NeelgaganNo66)	300			
17	Page marker - self sticky (Tri colour)-3pads of 25mm X 75mm Make -Corporate / Desmat	200			
18	Sticky note (Plain yellow) 2"X3"	50			
19	Sticky note (Plain yellow)3"X4"	50			

(Handwritten signatures and marks)

20	CD -R (Sony/Hp/Moserbear/Frontech)	100			
21	DVD -R (Sony/samsung/Hp/Moserbear/Frontech)	50			
22	Glue Stik (Fevistik / 3M) – 15 g	150			
23	Cutter (Natraj)	50			
24	Ball Pen Reynold 045	500			
25	Goldex Klassy Pen	600			
26	Cello Butterflow Pen	500			
27	Luxor Hitechpoint Pen V5	300			
28	Luxor Hitechpoint Pen V7	300			
29	Uniball Gel Impact 1.0 Pen	400			
30	Uniball eye fine UB-157	500			
31	Uniball Air Micro Pen	250			
32	Pilot pen (Luxor0.5)	200			
33	Parker Vector Standard Fountain Pen	10			
34	Parker Pen Ink	10			
35	Highlighter pen-(FaberCastle/ Luxor/camlin)	150			
36	CD Marker pen (Luxor/Reynold/Camlin)	24			
37	White Board Marker pen (Luxor/Reynold/Camlin)	36			
38	Pen Drive(16GB)- Make Transcend / Kingston / Sandisk /Sony /hp	20			
39	Pen Drive(32GB)- Make Transcend / Kingston / Sandisk /Sony /hp	15			
40	Pen Drive(64GB)- Make Transcend / Kingston / Sandisk /Sony /hp	15			
41	pencil cell (Novino Gold)	100			
42	Pager Cell AAA (Novino gold)	150			
43	Calculator - 12 digit (Citizen & Casio)	30			
44	Optical Scroll mouse (i-ball / Logitech)	15			
45	Computer Key board PS2 & USB (i-ball / Logitech)	10			
46	Mosquito Repellent machine with liquid bottle - Allout /mortein/ goodknight	20 combo pack			
47	Mosquito Repellent liquid bottle - Allout /mortein/ goodknight	40			
48	Paper Clip/Binder Clip	100			
49	Dustbin	20			
50	Water Jug Plastic (1.5Lt)	20			
51	Electric Bell/Cordless Bell	10 each			

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52	Table Glass (10mm)	10			
53	Table Glass (12mm)	10			
54	Table Top Desk Glass 18x24	05			
55	Designer Pen Stand	10			
56	White Board 2x3	05			
57	Toner Cartridge 12A for HP Laser Printer	6			
58	Toner Cartridge Laser Printer Samsung 2876ND-116L	6			
59	Toner Cartridge for KX-MB1530 MFD – Panasonic FAT410	6			
60	Toner Cartridge LBP3300N Cannon Printer 308	15			
61	Toner Cartridge HP 88A	15			
62	Toner Cartridge HP 55A	8			
63	Toner Cartridge RICOH MFD 3410-SP3400HS-Cod406517	8			
64	Toner Cartridge 78A for Hp Laser Printer 1606dn	35			
65	Toner Cartridge 80A for Laser Printer hp 425dn-	15			
66	Toner Cartridge Laser Printer Ricoh 310 dn Code 407251	35			
67	Toner Cartridge 202A for hp deskjet 254 colour printer	4 Set (1 Set=4 Cartridge)			
68	Toner Cartridge 30A for hp MFP M227Fdn	30			
69	Toner Cartridge 51A for hp MFD 3035	5			
70	Toner Cartridge 337 Starter for Cannon Laser printer	10			

निविदादाता के हस्ताक्षर
मय पूर्ण पता व टेलीफोन
नम्बर सहित

1. उपरोक्त निविदा प्रपत्र में दरें समस्त करें व समस्त व्यय सहित दी जावे, किन्तु जी एस टी सम्मिलित नहीं कर पृथक से अंकित की गयी दर स्वीकार्य नहीं होगी। एफ. ओ. आर., Election deparment Jaipur होगा।
2. सशर्त निविदा मान्य नहीं होगी।
3. स्टेशनरी सामग्री हेतु सेम्पल के परीक्षण कय समिति को कराना होगा एवं कय समिति के निर्णय अनुसार बोलीदाता कोमान्य होगा।
4. उपरोक्त दरें निविदा शर्तों व मेक, स्पेशिफिकेशन के आधार पर अंकित की गयी हैं।
5. किसी भी निविदा को स्वीकार/अस्वीकार/रद्द करने का अधिकार PEके पास सुरक्षित रहेगा



RATE CONTRACT AGREEMENT

1. An agreement made this day of , 2023 between M/s.....(Hereinafter called "the approved Bidder" which expression shall, Where the context so admits, be deemed to include his heirs, successors, executors & Administrators) of the one part and the Government of the State of the Rajasthan (hereinafter called the "Department" which expression shall, where the context so admits, be deemed to include his successors in office & assignees) on the other part.

2. Whereas the approved Bidder has agreed with the Department to supply Stationery Items to the Department of the State of Rajasthan at its Head Office as per following specification, make (if any) :-

S.N.	Name of Item with specification, make (if any)	Approved Rate of M/s ----- per Unit/Pkt/Bundle etc.		
		Rate per Unit /Pkt/Bundle etc.	GST %	Total Rate per Unit /Pkt/Bundle etc.
1	2	3	4	5

3. Goods mention in condition No. 2 with full specification/make will be delivered at the office of the Chief Electoral Officer, Rajasthan, Jaipur within 7 working days from the date of issuing of work order. The transportation and the other expenses will born by the approved supplier.

4. The conditions, specifications of Stationery Items mentioned above & price of aforesaid items in the tender shall be binding on the parties of this rate contract agreement. The condition of Bid notice no. ----- dated and Bid document will be the part of this rate contract agreement and the both the parties have set their hands on each and every page of this rate contract agreement in token of acceptance of all specifications scope prices & terms & conditions.

5. Rejection :- If Stationery Items mentioned above are not as per specification mentioned in Bid document It have to be replaced by the supplier at his own cost immediately without any delay as directed by Chief Electoral Officer, Rajasthan, Jaipur.

6. The Performance Guarantee collected vide D.D./ Banker Cheque No..... dated shall be refunded to the approved Bidder after expiry of rate contract agreement the supply done by the approved Bidder is found to be satisfactory and in good order. No interest will be paid by the department on the Performance Guarantee.

7. Forfeiture of Performance Guarantee: - Security amount in full or part may be forfeited in the following case :- (a) When any terms & conditions of the rate contract agreement is breached.

(b) When the tenderer fails to make complete supply satisfactorily as per specification at the Bid document.

8. In case the approved Bidder fails to supply the Stationery Items any part thereof within the prescribed period, or in case the supply is not found in accordance with the prescribed specifications and / or approved sample, the Chief Electoral Officer, Rajasthan, Jaipur shall be entitled to take the following steps:

(a)	To recover from supplier as liquidated damages as per GF&AR rules applicable.		
	1. Delay up to one fourth period of the prescribed delivery period	2.5 %	
	2. Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%	
	3. Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period.	7.5%	
	4. Delay exceeding three fourth of the prescribed delivery period.	10%	
	Note: (I) Fraction of a day in reckoning period of delay in suppliers shall be eliminated if it is less than half a day.		
	(II) The maximum amount of agreed liquidated damages shall be 10%.		

	(III) If the approved 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 supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
(b)	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 approved Bidder.
(c)	To make the supply of Stationery Items through any other agency at the risk and cost of approved Bidder without cancelling the order.
9.	Mode of Payment: I - Advance payment will not be made. II - Unless otherwise agreed between the parties payment for the delivery of goods/articles will be made on submission on bill in proper form by the supplier to the Chief Electoral Officer, Rajasthan, Jaipur in accordance with GF&AR all remittance charges will be borne by the supplier.
10.	Recoveries: - Recoveries of liquidates damages, short supply, breakage, rejected goods shall ordinarily be made from bills.
11.	Except otherwise specified in the rate contract and subject to the powers delegated to him by Government under the code and rules then in force, the decision of the chief Electoral Officer, Rajasthan, Jaipur shall be final, conclusive and binding on all parties to the contract on all questions relating to the meeting of the specifications, and instructions herein before mentioned and as to the quality or workmanship on the supply.
12.	The entire supply shall have to be carried out as per the instructions issued by the Chief Electoral Officer and his decision shall be final and binding in respect of all points of doubt.
13.	Where any Terms & Conditions are not clear the rules of G.F. & A.R./ RTPP Act. 2012/ Rajasthan Transparency Rules 2013 will be applicable.
14.	All disputes arising out of this agreement and all questions regarding interpretation of this agreement shall be decided by the Department and the decision of the department shall be final.
15.	All Legal proceeding instituted by any of the parties (Department or Supplier) shall have to be lodged in courts situated at Jaipur in Rajasthan & not elsewhere.
16.	This rate contract agreement shall be valid upto ----- from the date of this contract & period of rate contract will be extended as per RTPP Act, 2012 and RTPP rule, 2013, accordingly. All terms & Conditions of tender notice will be the part of this agreement.
In witness where of the parties hereto set their hands on the day of , 2023.	
Signature of the Approved Bidder Date: Witness :	Signature for and on behalf of Governor Date: Witness :