

राजस्थान सरकार  
(निर्वाचन विभाग)

क्रमांक एफ1(7)।।।।/सी/निर्वा/2023-24/1838

जयपुर, दिनांक 19-5-23

बिड आमंत्रण सूचना

विभाग में फोटो स्टेट कार्य हेतु फोटो स्टेट मशीन मय ऑपरेटर (किराया पद्धति) स्थापना एवं स्पाईरल बाइंडिंग के लिए दर संविदा (अनुमानित कीमत 05.00 लाख) 01 वर्ष हेतु दिनांक 26.05.2023 को दोपहर 2:00 बजे तक सीलबंद बोली आमंत्रित की जाती है। बिड से संबंधित विस्तृत विवरण, नियम एवं शर्तें कार्यालय समय में बिडिंग दस्तावेज में या स्टेट पब्लिक प्रक्योरमेंट पोर्टल <http://sppp.rajasthan.gov.in> विभागीय वेबसाईट [www.ceorajasthan.nic.in](http://www.ceorajasthan.nic.in) पर देखी जा सकती है। बोली दस्तावेज कार्यालय से रू0 250/- डिमांड ड्रॉफ्ट/बैंकर चेक से प्राप्त किया जा सकेगा।

UBN:-

*(Handwritten Signature)*

कार्यालयाध्यक्ष एवं विशेषाधिकारी  
निर्वाचन विभाग, राजस्थान

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राजस्थान सरकार  
(निर्वाचन विभाग)

क्रमांक एफ1(7)।।।।/सी/निर्वा/2023-24/1838

जयपुर, दिनांक:- 19-5-23

बिड आमंत्रण सूचना


विभाग में फोटो स्टेट कार्य हेतु फोटो स्टेट मशीन मय ऑपरेटर (किराया पद्धति) की स्थापना एवं स्पाईरल बाइंडिंग के लिए दर सविदा हेतु निम्नानुसार बिड आमंत्रित की जाती है :-

क्र. स.	विवरण	फोटो स्टेट कॉपियों / स्पाईरल बाइंडिंग की अनुमानित कीमत	बिड प्रतिभूति	बिड प्रपत्र शुल्क	बिड प्रपत्र बेचने की अंतिम तिथि एवं समय	बिड जमा करवाने की अंतिम तिथि एवं समय	बिड खोलने की दिनांक एवं समय
1.	फोटो स्टेट कार्य (फोटो स्टेट मशीन मय कागज, टोनर एवं ऑपरेटर-किराया पद्धति) एवं स्पाईरल बाइंडिंग (ए-4 एवं एफ0एस0 साईज)	05.00 लाख	10,000/-	250/-	दिनांक 26.05.23 दोपहर 12:00 बजे तक	दिनांक 26.05.23 दोपहर 2:00 बजे तक	दिनांक 26.05.23 दोपहर 4:00 बजे

शर्त :-

- बिड के साथ सील बन्द लिफाफे में डीडी या बैंकर चैक के रूप में बिड प्रतिभूति प्रस्तुत करें।
- बिड निर्धारित प्रपत्र पर ही भेजी जावें। बिड प्रपत्र, बिड आमंत्रण सूचना से संबंधित नियम एवं शर्त, निर्धारित बिड शुल्क, निर्वाचन विभाग, फूड बिल्डिंग, प्रथम तल, शासन सचिवालय जयपुर कार्यालय में कार्यदिवस को 5.00 बजे तक जमा कराकर प्राप्त किये जा सकते हैं। बिड प्रपत्र "मुख्य निर्वाचन अधिकारी, राजस्थान, जयपुर" के नाम रुपये 250/- का बैंकर चैक/ड्राफ्ट भेजकर प्राप्त किया जा सकेगा। जमा कराया गया बिड शुल्क लौटाया नहीं जावेगा। निर्धारित प्रपत्र में प्रस्तुत नहीं की गई बिड स्वीकार नहीं की जावेगी।
- बिड सील बन्द लिफाफे में, जिसके ऊपर संबंधित बिड का विवरण अंकित हो, मुख्य निर्वाचन अधिकारी कार्यालय में दिनांक 26.05.23 को दोपहर 2:00 बजे तक पहुँच जानी चाहिए। प्राप्त बिड दिनांक 26.05.23 को दोपहर 4:00 बजे उपस्थित बिडदाताओं या उनके प्रतिनिधियों की उपस्थिति में खोली जावेगी।
- बिड के साथ आयकर विभाग द्वारा जारी पैन नम्बर, जीएसटी रजिस्ट्रेशन प्रमाण-पत्र की प्रमाणित प्रतिलिपि प्रस्तुत किया जाना अनिवार्य है, अन्यथा बिड पर विचार नहीं किया जावेगा।
- निर्धारित तिथि एवं समय के पश्चात् प्राप्त बिड स्वीकार नहीं की जावेगी।
- उक्त बिड को आंशिक या पूर्ण रूप से स्वीकार/अस्वीकार करने का पूर्ण अधिकार उपापन संस्था का होगा। विभाग न्यूनतम दर वाली बिड को स्वीकार करने के लिए बाध्य नहीं है।
- फोटो स्टेट मशीन का निर्माण वर्ष 2019 से पुराना नहीं होना चाहिए।

8. निविदादाता द्वारा फोटो कॉपी कार्य हेतु फोटो स्टेट. मशीन, कागज, टोनर एवं ऑपरेटर उपलब्ध करवाया जायेगा, विभाग द्वारा केवल फोटो स्टेट मशीन रखने के लिए स्थान एवं विद्युत आपूर्ति उपलब्ध करवायी जायेगी।
9. फोटो स्टेट एवं स्पाईल बाईडिंग का कार्य सामान्यतया कार्यालय समय में ही करवाया जायेगा, किन्तु विशेष परिस्थितियों एवं राजकीय कार्य की महत्ता को देखते हुए कार्यालय समय से पूर्व/बाद में तथा राजकीय अवकाशों के दिवस में भी उक्त कार्य उपलब्ध करवाना होगा।

  
कार्यालयाध्यक्ष एवं विशेषाधिकारी  
राजस्थान, जयपुर

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**TENDER FORM FOR PHOTO COPY WORK (PHOTOSTAT MACHINE WITH OPERATOR ON RENTAL BASIS) & SPIRAL BINDING**

**GENERAL – CUM- TECHNICAL - CUM -COMMERCIAL BID**

1 Name of firm / Service Provider: -

.....

Full address: -

.....

.....Pin Code.....

Telephone No. .... Fax No. ....

E-mail address.....

2 Period of Rate Contract - One Year

3 A Bid Security in the form of Demand Draft or Banker Cheque in sealed envelops.

**4 SPECIFICATION OF PHOTOSTAT WORK**

S.No	Name of Item	Specification	Mention Paper Make which will be used by successful tenderer
1	Photostat machine with Paper, Toner Operator etc.. on Rental Basis Specification : Minimum copying speed (cpm) - 40 paper size Original/Image): A3/A3 Zoom : 50% to 200% Category : Duplex	A-4 Size (210x297mm) & F.S. Size (215x342mm) photo copies (Single & double sided ) on 70 GSM Paper	1. 2. 3.

**Note** Bidder can write at least 3 makes of 70 GSM photostat papers.

5	Rate offered for Photostat Copies	In figures		In Words		Applicable GST rate in %
		Single Sided excluding GST	Double sided excluding GST	Single Sided excluding GST	Double sided excluding GST	
1	Rate of A-4 Size (210x297mm) each Photo Copies (Single & double sided ) on 70 GSM Paper					
2	Rate of FS Size (215x342mm) each Photo Copies (Single & double sided ) on 70 GSM Paper					

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6. Bid validity - Bid last submission date.....to 90 days.				
7. Rate offered for Spiral Binding -				
S.N.	Size of Spiral Binding	No. of pages	Rate Including plastic sheet (A4 & FS) & Ring & excluding GST	Applicable GST rate in %
1	A4	I - Upto 50 pages		
		II- Upto 100 pages		
		III - 100 to 200 pages		
		IV- 200 to 300 pages		
		V - For next every 100 page		
2	FS (Full Scape)	I - Upto 50 pages		
		II- Upto 100 pages		
		III - 100 to 200 pages		
		IV- 200 to 300 pages		
		V - For next every 100 page		

8. Category of Bidder: - Manufacturer / Authorised Distributors / Dealers / Whole Sellers / Retailers / Suppliers or Service provider (Tick V which ever is applicable)

9 I/We .....  
 ..... (Name of the Bidder)

Proprietor / Partner / Director hereby undertakes to provide services of Photostat Copier with operator on rental basis confirming to your Bid inquiry specifications and abide by all terms and conditions of this tender.

Place :  
 Dated :

Seal & Signature of the Bidder

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GOVERNMENT OF RAJASTHAN  
(ELECTION DEPARTMENT)

TERMS & CONDITIONS FOR BID NOTICE FOR PHOTO COPY WORK (PHOTOSTAT MACHINE  
WITH OPERATOR ON RENTAL BASIS) & SPIRAL BINDING

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

**Condition No. – 1**

Bids must be enclosed in a properly sealed envelope according to the directions given in the Bid notice.

**Condition No. – 2**

(I) Any Change in the constitution of the firm, etc., shall be notified forth with by the service provider 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 service provider 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.

III ) **Validity :-** (I) The rate quoted shall be valid and operative as per contract agreement. It is binding on the Bidder to start their services within 7 days time from the date of issue of work order.

(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. – 3**

**PAN, GST Clearance & Registration Certificate:** - Bidder must have Permanent Account Number (PAN) issued by income Tax Department. No Bidderer who is not registered under the GST Act Prevalent in the state where his business is located shall tender. The GSTIN No. should be quoted and a copy of GST return up to 31 December, 2022 should be attached.

**Condition No. – 4**

I. Tender form shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.

II. 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.

III The tenderers are required to quote on all inclusive rate (including paper , Toner/ cartridge, ,Operator etc.) for the Photostat Machine on rental basis & spiral binding including plastic sheet & Ring as per specifications mentioned in tender notice and tender document.

IV The rates quoted by the Bidders will be compared by the department without GST basis & the rate of GST will be paid as per GST rate applicable.

**Condition No. – 5**

1. Bid Security by the Bidder will be attached with Bid.

2. **Forfeiture of Bid Security:** The Bid Security Amount of service provider will be forfeited when tenderer withdrawn or modifies the Bid after opening the Bid but before acceptance of Bid. when Bidder does not execute the agreement within specified time. when Bidder does not deposit the security after order & specified time & also tenderer does not start the work within the prescribed time.

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**Condition No. – 6 Payments :-**

- (I) Advance payment will not be made.
- (II) Unless otherwise agreed between the parties payment for the service provide will be made on submission on bill in proper form by the service provider to the Chief Electoral Officer, Rajasthan, Jaipur in accordance with GF&AR all remittance charges will be born by the service provider.
- (III) Payment to service provider shall be made through ECS directly to the banker nominated by service provider.
- (IV)The service provider shall be entitled for payment for making the complete services of the agreed quantity of Photostat copies. The department reserves the right to reduce or increase the quantity of Photostat copies to be supplied to the department at the same contracted rates. Advance payment will not be made. Payment will be made after the expiry of each month.The payment of bill will be made on the basis of slip issued for photostat / Spiral binding work by the department.

**Condition No. – 7**

The bidder required to sign each page of the bid as a token of acceptance of all the conditions by the authorised signatory and submit it.

**Condition No. – 8 Agreement & Performance Guarantee :**

Successful tenderer (service provider) will have to execute an agreement within a certain period mentioned in order & deposit Performance Guarantee equal to 5% of the value of the supply order or as per RTPP Rule, 2013 within 7 days of acceptance of tender in the form of Demand Draft/Banker Cheque/Bank Guarantee/F.D.R drawn in favour of the Chief Electoral Officer, Rajasthan, Jaipur payable at Jaipur. The Performance Guarantee will not be accepted in any other form. No interest will be paid by the department on the Performance Guarantee.

The expenses of completing the stamping the agreement shall be paid by the Bidder.

**Condition No. – 9**

1.The Performance Guarantee so collected under condition No. 8 shall be refunded to the service provider within one month after expiry of contract provided the services done by the service provider is found to be satisfactory in good order and satisfied that there are no dues outstanding against the tenderer.Application with required document should be submitted by the service provider for refund.

**Condition No. – 10 Forfeiture of Performance Guarantee :-**

The Performance Guarantee in full or part may be forfeited in the following cases :-

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

**Condition No. – 11:** In case the service provider fails to provide service the Photostat machine any part thereof within the prescribed period, or in case the service 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) Only ordered quantity of the matter should be copied & spiral binded and the secrecy of the department documents must be maintained.
- (b) Results of the machine should be in good condition otherwise payment of the result should be deducted accordingly.
- (c) If the machine lying in un operational conditions more than 24 hours, the bidder should provide standby Photostat machine otherwise Rs. 500.00 (Rupees Five Hundred) per day penalty should be imposed for that period.
- (d) To make the supply of Photostat machine on rental basis through any other agency at the risk and cost of service provider without cancelling the order.

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**Condition No. – 12**

If the service provider will not install photostat machine as per department's specification, the department has right to ask for the change of photo copier machine.

**Condition No. – 13**

I.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.

II.The Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

III.Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.

**Condition No. – 14**

The service provider shall submit his bill in the printed forms. The charges to be made in the bills shall always be entered at the rates specified in the Bid .

**Condition No. – 15**

**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 nay material benefit either directly or indirectly in exchange for an unfair advantage in procuremrent process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attampts 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 behaviour to impair the transparency, fairness and progress of the procurement process;.
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) 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;
- (f) Not 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 during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST :-

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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 obligations, or compliance with applicable laws and regulations.

i A Bidder may be considered to be in 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 decisions of the Procuring Entity regarding the bidding process; or
- 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 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, 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.
- h. The Bidder have to submit a declaration as per Annexure 'A'.

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**GREVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the First Appellate Authority is	Chief Electoral officer Rajasthan, Jaipur
The designation and address of the Second Appellate Authority is	Finance department Government of Rajasthan

(1) FILLING 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 provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within 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 feels aggrieved:

Provided that after the declaration of a Bidder as successful 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 Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) 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.

(3) 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 the Procuring Entity, as the case may be, may file a second appeal to Second Appellate specified in the Bidding Document in this behalf within 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 Authority, as the case may be.

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(4) 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 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

(5) 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 or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) 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.

(7) 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 document, 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, -

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- (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - (c) 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.
  - (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.
- (8) FORM OF APPEAL

The format of Appeal is enclosed as per Annexure B.

Condition No. – 17

### 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 expressed in figures shall prevail subject to (i) and (ii) above.
- (2) PROCURING ENTITY'S RIGHT TO VARY QUANTITIES

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions

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of the Bid and the conditions of contract.

- (ii) 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.
  - (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. The additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
- (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 be procured 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 that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

**Condition No. – 18**

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

**Condition No. – 19**

The service provider shall not be entitled to claim any compensation from the Government for the losses suffered by him on account of delay by Government in whatsoever reasons including, inter-alia-

- (i) Force majors,
- (ii) Act of God.

**Condition No. – 20**

All services 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. – 21**

If service provider does not accept any of the said conditions his Bid shall not be considered.

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**Condition No. – 22 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, and rejected articles in case of failure in satisfactory replacement by the supplier alongwith 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. – 23**

The tendered rates shall be inclusive of all taxes, rates and shall also be inclusive of the tax liveable in respect of services contract under the provision of the GST Act and TDS and no price escalation will be allowed on any account.

**Condition No. – 24**

There shall be no exemption from payment of full Bid Security deposit in any case. Also there shall be no price preference or any other kind of concession in favour of any category of Bidders.

**Condition No. – 25**

The entire service 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.

**Condition No. – 26**

Services of Photostat Machine on rental basis and spiral binding will be made available at office of Chief Electoral Officer, Rajasthan, Jaipur as far as possible. Department will give permission for outsource the work only in special cases like in the General Election, by seeing the urgency & Quantity of work of Photo copies & spiral binding. There is no extra payment will be made in this case.

**Condition No. – 27**

Where any Terms & Conditions are not clear the rules of G.F. & A.R./ Rajasthan Transparency Rules 2013, will be applicable.

**Condition No. – 28:** The Chief Electoral Officer reserves the right to accept or reject any tender without assigning any reason thereof. He also reserved the right to accept any tender in whole or in part of reject any tender or all the tenders and to divide the order between two or more Tenderers without assigning any reason thereof.

**Condition No. – 29:** 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 Chief Electoral Officer, Rajasthan, Jaipur shall be final and binding on the tenderer(s) in respect of this tender.

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**Condition No. – 30 :**

- (i) Bidder should provide Photostat machine including Paper, Toner/Cartridge and Operator. Photostat machine should be provided as per department specifications. All Expenses regarding photocopy work and photocopy machine shall be borne by concerned bidder except Electricity and Space, which will be provided by Election Department. The Successful bidder will have to install Photocopy Machine alongwith Operator in Premises of Office of Election Department.
- (ii) Bidder should provide photostat paper ream of make Century/Maple/Xerox/JK.
- (iii) The Photocopy and spiral binding work would be done during office hours but in extraordinary circumstances (like election period or work of official importance) the above work is required to be done before/after office hours and also on government holidays.

**Condition No. – 31 :**

Price Fall Clause – The above rate contract shall be subjected to price fall clause. Price fall clause is a safety mechanism in rate contracts and it provides that if the rate contract holder quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them their reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

**Signature of Bidder**

**Date :**

**Name :**

**Place :**

**Designation**

**Address**

**Annexure - A**











**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS.**

**DECLARATION BY THE BIDDER**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bids No. .... Dated ..... I/We hereby declare under 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/W 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 our directors and officers not have, been convicted of any criminal offence 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 within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
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;

Signature of Bidder

Date :

Name :

Place :

Designation

Address

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**MEMORANDUM OF APPEAL UNDER THE RAJASTHAN  
TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012**

**Appal No. .... of .....**

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

(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 appeal against and Name and Designation of the officer / authority who passed of the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention of 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 :

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6 Ground of Appeal: .....

.....

..... (Supported by an affidavit)

7 Payer : .....

.....

Appellant's Signature

Name :

Address

Place :

Date :

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**Annexure C: 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 **Photostat**  
**Machine With Operator on Rental Basis** in response to their **Nib No.**

Dt.: / /2023

(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 D: 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  
**Photostat Machine With Operator on Rental Basis** in response to their  
Nib No. .... Dt. : / /2023.

We hereby declare that my/our firm has worked for Government - Private  
Public Department (Please enclose name of the organization) in respect of **Photostat**  
**Machine With Operator on Rental Basis**

Date:           Signature of bidder

Place:

Name:

Designation:

Address:

Mobile No. :

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Government of Rajasthan  
(Election Department)  
Photostat requisition slip

Section \_\_\_\_\_

Date \_\_\_\_\_

To,

<Name of Firm>,  
<Address of Firm>.

Please provide the photo copies as below immediate as per office order no. ----- dated -----

S.N.	Size	Quantity		
		single side	Double side	Total
1	A-4 Size			
2	F.S. Size			

Reference of photo copies \_\_\_\_\_

(Copies verification)

Signature of PS - For  
PS Cell of CEO & Addl.CEO

(Name & Sign. of officer/ official)

Signature of Concerned OIC - For  
All Other Sections.

Government of Rajasthan  
(Election Department)  
Photostat requisition slip

Section \_\_\_\_\_

Date \_\_\_\_\_

To,

<Name of Firm>,  
<Address of Firm>.

Please provide the photo copies as below immediate as per office order no. ----- dated -----

S.N.	Size	Quantity		
		single side	Double side	Total
1	A-4 Size			
2	F.S. Size			

Reference of photo copies \_\_\_\_\_

(Copies verification)

Signature of PS - For  
PS Cell of CEO & Addl.CEO

(Name & Sign. of officer/ official)

Signature of Concerned OIC - For  
All Other Sections.

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## AGREEMENT

1. An agreement is executed on this ..... day of ,2023 between M/s.....(Hereinafter called "Service Provider" 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 Service Provider has agreed with the Department to provide services of Photostat Machine With Operator on Rental Basis & Spiral Binding to the Department of the State of Rajasthan at its Head Office as per following specification :-

S.N.	Name of Item	Specification	Rate approved for each Photo Stat Copy				GST rate in %
			Single sided		Double sided		
1	Photostat machine with paper, toner, operator on Rental Basis	A-4 Size (210x297mm) & F.S. Size (215x342mm) photo copies (Single & double sided ) on 70 GSM Paper	A-4Size excluding GST	FSSize excluding GST	A4Size excluding GST	FSSize excluding GST	
							GST as applicable

S.N.	Size of Spiral Binding	No. of pages	Rate Approved for each Spiral Binding Including plastic sheet (A4 & FS) & Ring but excluding GST	Applicable GST Rate in %
1	A4	I- Upto 50 pages		GST as applicable
		II- Upto 100 pages		GST as applicable
		III - 100 to 200 pages		GST as applicable
		IV- 200 to 300 pages		GST as applicable
		V - For next every 100 page		GST as applicable
2	FS (Full Scape)	I- Upto 50 pages		GST as applicable
		II- Upto 100 pages		GST as applicable
		III - 100 to 200 pages		GST as applicable
		IV- 200 to 300 pages		GST as applicable
		V - For next every 100 page		GST as applicable

3. Photostat machine will be installed at the office of the Chief Electoral Officer, Rajasthan, Jaipur within 7 days from the date of issuing of work order. The transportation and the other expenses will born by the service provider. Work of spiral binding will be done by successful bidder As and When required by the department.

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

5. No interest will be paid by the department on the Performance Guarantee.

6. Rejection :- If Photostat machine which will be used by Service Provider are not as per specification mentioned in Tender Notice & document It have to be replaced by the service provider at his own cost immediately without any delay as directed by Chief Electoral Officer, Rajasthan, Jaipur.

7. The Performance Security collected shall be refunded to the Service Provider after Completion of the work /services done by the supplier is found to be satisfactory and in good order. Application with required document should be submitted by the Service Provider in this case.

8. Forfeiture of Performance Guarantee. : - Performance Guarantee. in full or part may be forfeited in the following case :

(a) When any terms & conditions of the agreement is breached.

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

9. In case the Service Provider fails to install / supply the Photostat Machine on rental basis / Paper any part thereof within the prescribed period, or in case the supply / services is not found satisfactory the Chief Electoral Officer, Rajasthan, Jaipur shall be entitled to take the following steps:

(a) To recover from Service Provider as liquidated damages as per Rajasthan Transparency Rules, 2013 & GF&AR rules applicable.

(b) To make the supply of Photostat Machine on rental basis through any other agency at the risk and cost of Service Provider without cancelling the order.

10. If the service provider does not install photostat machine as per department's specification the department has right to ask for the change of photostat machine.

11. Mode of Payment :

I Advance payment will not be made.

II payment will be released after expiry of each month.

III Unless otherwise agreed between the parties payment for the Services will be made on submission on bill in proper form by the Service Provider to the Chief Electoral Officer, Rajasthan, Jaipur in accordance with GF&AR all remittance charges will be born by the service provider.

12. Recoveries: - Recoveries of liquidates damages & unsatisfactory services shall ordinarily be made from bills.

13. TDS (Income Tax) shall be deducted as per rules applicable in Rajasthan.

14. The successful Bidder shall not be entitled to claim any compensation from the Government for the losses suffered by him on account of delay by Government in whatsoever reasons including, inter-alia-

(i) Force majors,

(ii) Act of God.

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15. Except otherwise specified in the contract and subject to the powers delegated to him by Government under the code and rules then in force, the decision of the chief Electoral Officer, 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..

16. The entire services 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.

17. All the terms & conditions of Bid Document will be the part of this agreement. Where any Terms & Conditions are not clear the rules of G.F. & A.R. Rajasthan & Rajasthan Transparency Rules, 2013 will be applicable.

18. 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.

19. All Legal proceeding instituted by any of the parties (Department or Service provider) shall have to be lodged in courts situated at Jaipur in Rajasthan & not elsewhere.

20. This agreement shall be valid & operative from ----- to ----- & period of rate contract will be extended as per RTPP rule, 2013 accordingly.

In witness where of the parties hereto set their hands on the ..... day of -----, 2023.

Signature of the Approved Service Provider

Signature for and on behalf of Governor

Date:

Date:

Witness :

Witness :

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