

# OFFICE OF : CHIEF ELECTORAL OFFICER UTTARAKHAND

Vishwakarma Bhawan First Floor Secretariate Campus, 04-Shubhash Road, Dehradun- 248001

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PHONE NO. 0135-2713790, 2713551, 2713724

No.- 195 / XXV - 25 / 2023

Dehradun,

Dated 12 October, 2023

## SECTION -I

### NOTICE INVITING E -TENDER FOR PRINTING VARIOUS HANDBOOKS, COMPENDIUMS, MANUALS AND LEAFLET ETC. FOR UPCOMING GENERAL ELECTION LOK SABHA.

Under the provision in Uttarakhand Procurement rule-2017 as amended from time to time e-Bids are invited by Chief Electoral Officer, Uttarakhand in two bids System Technical bid and Financial bid from well-established and reputed Firm/ Organizations/ Agencies/ Companies who fulfil the eligibility criteria and having sufficient infrastructure & Manpower and proven record of accomplishment in Selection of Printer Agency (ies)/ Firm(s) for printing and supply of various Handbooks, Compendiums ,Manuals and Leaflet etc, for upcoming General Election Lok Sabha

Sr	Particular	Detail of Tender
1	Name of Tender	Selection of Printer Agency(ies)/Firm(s) for printing and supply of various Handbooks, Compendiums ,Manuals and Leaflet etc, for upcoming General Election Lok Sabha
2	Tender Inviting Authority	Chief Electoral Officer, Uttarakhand, Office of Chief Electoral Officer ,First Floor, Vishwakarma Bhawan Uttarakhand Secretariat Subash Road, Dehradun-248001 Uttarakhand
3	Tender Document	Websites: <a href="https://uktenders.gov.in/">https:// uktenders.gov.in/</a> and <a href="https://ceo.uk.gov.in">https://ceo.uk.gov.in</a>
4	Tender Fee	INR 1000 inclusive of all the taxes
5	Date of Publication	13 <sup>th</sup> October 2023 in newspaper----- and -----
6	Date and Time for Pre-bid meeting	19 <sup>th</sup> October 2023 from 1100 Hrs. at the office of Tender Inviting authority
7	Last date and time for physical submission of documents	07 <sup>th</sup> November 2023 on or before 1400 Hrs. at the office of Tender Inviting authority
8	Last date and time of uploading the documents on E-Procurement Portal	07 <sup>th</sup> November 2023 on or before 1430 Hrs.
9	Date and time for opening of Technical Bid	07 <sup>th</sup> November 2023 at 1500 Hrs.
10	Bid Security Fee	INR 85000 either as BG/NSC/FDR/TDR
11	Bid Validity	90 days from the last date of submission

Handwritten signatures and initials: BS, MAS, R, JAZ, and others.

## INSTRUCTION TO BIDDERS (ITB)

<b>BID DATA SHEET (BDS)</b>		
1	Reference No of Bids	No. 1951 /XXV - 25 / 2023 Dehradun, 12 October, 2023
	Name of Tender	Selection of Printer for in printing and supply of various Handbooks, Compendiums ,Manuals and Leaflet etc, for upcoming General Election Lok Sabha
2	Name & Address of officer as the Tender Inviting Authority (TIA) and for clarification purposes	Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat ,Subash Road, Dehradun-248001 Uttarakhand
a	Name of Nodal Officer	Mr. Mastu Das
b	Designation	Asst. Chief Electoral Officer Uttarakhand
c	Contact No.	0135-2713551 & 2713724
d	E- Mail Id.	Election09@gmail.com
e	Placing Work Order	Office of Chief Electoral Officer , Uttarakhand
f	Payment authority Office	Chief Electoral Officer , Uttarakhand
3	Subject Matter of Procurement	Printing and supply of Compendium, Books, Booklets leaflets etc Selection of Printer for in printing and supply of various Handbooks, Compendiums ,Manuals and Leaflet etc, for upcoming General Election Lok Sabha
4	FOR Destination	Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat ,Subash Road, Dehradun-248001 Uttarakhand
5	Joint Venture / Consortium	Not Allowed
6	Bid Procedure	Single Stage Two Envelopes Bidding (Two Parts) National Open Competitive Bid procedure
7	Websites for downloading Bidding Document,	Websites: <a href="https://uktenders.gov.in/">https:// uktenders.gov.in/</a> and <a href="https://ceo.uk.gov.in">https://ceo.uk.gov.in</a>
8	Bid Fee	INR 1000 inclusive of all taxes payable either through Banker's Cheque or Bank Draft from a Scheduled Commercial Bank in favour of ' <i>Chief Electoral Officer , Uttarakhand</i> ' payable at <b>Dehradun</b>
9	Bid Security* and Mode of Payment	INR 85000 ( Eighty Five Thousand only) Demand Draft/FDR/ TDR in favour of <i>Chief Electoral Officer , Uttarakhand payable at Dehradun</i> by Scheduled Commercial Bank or National Saving Certificate through either of the financial instrument Note – Bid Security amount as per mentioned in this document along with single covering letter mentioning Bid details with original copy of FDR/TDR/BG in favour of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document.to be

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BSE    *Mastu Das*    *JRZ*    *[Signature]*

		submitted before the last date and time of bid submission on E Procurements Portal and shall be submitted with a validity of 30 days beyond the original or extended validity period of the bid
10	Date of Advertisement/ Bid Publication	13 <sup>th</sup> October 2023
11	Date/ Time/ Place of Pre-bid Meeting	19 <sup>th</sup> October 2023 at 1100 hrs. Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan , Uttarakhand Secretariat , Subash Road, Dehradun-248001 Uttarakhand
b	Date and time for submission of Pre-Bid Queries	18 <sup>th</sup> October 2023 till 1700 Hrs, the queries are to be mailed to following e-mail id in both Pdf and Excel sheet E-Mail Id- <a href="mailto:election09@gmail.com">election09@gmail.com</a>
<b>12</b>	<b>Period of downloading of Bidding Document through E-Procurement (Start/ End Date)</b>	
a	Start Date	16 <sup>th</sup> October 2023 from 1300 Hrs
b	End Date	7 <sup>th</sup> November 2023 till 1100 Hrs
<b>13</b>	<b>Date of submission of Documents by uploading of documents on E-Procurement Portal</b>	
a	Start Date	25 <sup>th</sup> October 2023 from 1300 Hrs
b	End Date	7 <sup>th</sup> November 2023 till 1430 Hrs
<b>14</b>	<b>Submission of Documents in Original and Physical Form</b>	
a	Date of submission of documents	7 <sup>th</sup> November till 1400 Hrs
b	Place of Submission of documents	Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun-248001 Uttarakhand
c	Documents to be submitted along with bid	<ol style="list-style-type: none"> <li>1. Letter of Bid- Form No BD-I</li> <li>2. Bidder Information Form – BD-II</li> <li>3. Bidders Performance Statement – Form No BD(PS)- III</li> <li>4. Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV</li> <li>5 . Detail of Technical Infrastructure of a Printing Agency / Firms to demonstrate the Printing Capacity of the Firm along with various workshop in different Location Form BD (TI)- V</li> <li>6.Affidavit of Technical Infrastructure of a Printing Agency / Firms to demonstrate the Printing Capacity of the Firm BD(AF)-VI</li> <li>7 .Financial Strength of Bidder – Form -BD (FS)- VII</li> <li>8 Power of Attorney for signing Bid- Form BD(PA)-VIII</li> <li>9 Affidavit Undertaking by Bidder -Form -BD (AU)- IX</li> <li>10 . Certificate for Confirmation / Non Deviation- Form BD()-X</li> <li>11. Bid Security in Form No BD(BS)-XIV</li> <li>12 . Prescribed Tender Fee</li> <li>13. Other Documents such as PAN Card, TAN Card etc</li> <li>14. Documents relating to printing of books , booklets in Government</li> </ol> <p>The documents on Sr No 6 , 8,9 shall be on non judicial stamp Paper of INR 100 each duly <i>notarized and the scanned copy to be uploaded on e-procurement portal</i></p> <p><i>Sr no 6, 8,9, 11, 12 are to be submitted in Original in a sealed envelope before the last date of bid submission , failing which the bid shall be considered substantially unresponsive and shall be summarily rejected</i></p>

*Handwritten signatures and initials:*  
 In BE BE [Signature] M [Signature]

b		<b>Proprietorship</b>	Proprietor	NA
		<b>Partnership Firm</b>	Any one of the Partner duly authorized by the partnership(Partners)	Declaration of Authorized Signatory
		<b>Company</b>	authorized as signatory vide duly executed Power of Attorney duly authorized vide Board Resolution.	<ul style="list-style-type: none"> <li>• Original Power of Attorney Document</li> <li>• Certified copy Board Resolution</li> </ul>
15	Date/ Time/ Place of Technical Bid Opening	Date- 3 <sup>rd</sup> November 2023 Time -1500 Hrs Office of Chief Electoral Officer Uttarakhand First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat Subash Road, Dehradun-248001 Uttarakhand		
16	Date/ Time/ Place of Financial Bid Opening	Bid Evaluation Committee shall prepare a list of technically qualified bidders after approval of competent authority. Date and Time of opening of Financial Bid shall be communicated to technically qualified bidders		
17	Bid Validity	90 Days from last date of submission		
18	Language of Bid	English		
19	Alternative Bid	Disallowed		
20	<b>Performance Security</b>	Performance Security will be 10 percent of Contract Price <ul style="list-style-type: none"> <li>• FDR/TDR from Scheduled Commercial Bank</li> <li>• Bank Guarantee from Scheduled Commercial Bank</li> <li>• National Saving Certificates</li> </ul> <i>Performance Security shall be provided by the successful bidder within Stipulated date and time as mentioned in the letter to award issued by the office of CEO Uttarakhand for signing of Contract and to deposit Performance Security during this time period</i>		
		The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.		

Envelops Bid- Two Parts) through <https://uktendersgov.in/>. Detailed instruction to bidders for online registration and bid submission on state procurement portal is attached to this Tender. DD/Bankers cheque for Bid Document Fees, and Bid Security should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time prescribed. The bidder has also to submit the affidavit by the concerned firm of Non- Blacklisting etc, as well as the Power of Attorney issued in name of authorized representative for signing and execution of bid. Scanned copy of same should also be uploaded along with the online technical Bid/ cover.

2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving reasons thereof.

3) No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful selected bidders.

4) In case any bidder fails to physically submit the Tender Fee and Bid Security on or before the prescribed last date/time in the BDS its bid shall not be accepted. The Bidding document fee and Bid Security should be drawn in favour of "Chief Electoral Officer, Uttarakhand" payable at "Dehradun" from any Scheduled Commercial Bank.

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5) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic

6) The Office of CEO shall will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th-hour issues like slow internet speed, choking of the website due to heavy load or any other unforeseen problems.

7 ) Procurement Entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.

8). Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the provisions of Rules there to including amendment (s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.

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## SECTION-III

### DETAIL FOR COMPLETE BID PROCESS

#### 1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date given in NIB. The complete bidding document shall also be placed on the website of Chief Electoral Officer, Uttarakhand and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the tender fee while submitting the Bid to the procuring entity, before the last date of submission.

b) The bidding documents price shall be paid through either by bank demand draft/ banker's cheque. Financial Instrument should be submitted at TIA office in original before the last date of submission.

#### 2) Pre-bid Meeting/ Clarifications

a) Any prospective bidder may, in writing, seek clarifications from the procuring ie. Office of Chief Electoral Officer, Uttarakhand in respect of the bidding documents.

b) A pre-bid conference is also scheduled by the TIA as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites and E-Procurement Portal.

c) The minutes and response, if any, shall be provided promptly uploaded on the website of CEO Uttarakhand and E-Procurement Portal so as to enable those bidders to take minutes into account in preparing their bids.

#### 3) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the TIA may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, a clarification or modification is issued to the bidding document, the TIA may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

c) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

#### 4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

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

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids.

d) A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

### 5) Format and Signing of Bids

a) Bidders must submit their bids online at e- Procurement portal i.e. <http://uktenders.gov.in>

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single Stage Two part/ cover system shall be followed for the Bid: -

- I. Technical Bid, including fee details, eligibility & Technical Experience
- II. Financial Bid

Sr No	Type of Document	Document Format
	Mandatory Fee Documents	
1	<p>Tender Fee, Bid Security Deposit,</p> <p>The responding firm / agency:</p> <p>a) Should have made a payment of Rs. 3500 /- for the Tender Fee</p> <p>b) Should have submitted a Bid Security as mentioned in the NIB</p>	<p>a) Tender Fee either through DD/ Banker's Cheque issued through</p> <p>b) FDR/TDR / BG for the Bid Security as per in format Form-BD (BS)-XIV</p> <p>Scanned Copy of both the Tender Fee and Bid Security scanned copy in PDF format to be uploaded on the E- Procurement Portal</p> <p>The Original financial instrument is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope</p>
	Eligibility Document	
2	<p>Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm</p>	<p>As per Form <i>BD (PA)-VIII</i> Power of Attorney along with Certificate/ Resolution/ to be, scanned and same to be uploaded on E- Procurement Portal in Pdf. Format</p> <p>The Original instrument is to be submitted at the office of CEO Uttarakhand on and before the last date of bid submission in a sealed envelope</p>
3	<p>Declaration by bidders for Non-Blacklisting / Debarment or Insolvency</p>	<p>per Form no Affidavit Undertaking by Bidder -Form -BD (AU)-IX Scanned copy of the Declaration same to be uploaded on E- Procurement Portal in Pdf. Format Affidavit to be signed on a Non Judicial Stamp Paper of INR 100 duly notarized</p> <p>The Original declaration on the Stamp Paper is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope</p>

*[Handwritten signatures and initials in blue ink at the bottom of the page]*

4	Declaration by bidder on Technical Capacity of Printing Agency in terms capacity of printing	Detail of Technical Infrastructure of a Printing Agency / Firms to demonstrate the Printing Capacity of the Firm along with various workshop in different Location Form BD (TI)- IV Form-BD (PA)-V along with documents bills, lease agreement of machinery at least till 30 <sup>th</sup> June 2024 as an evidence machine being scanned uploaded on E-Procurement Portal The affidavit BD-(PA) V , will be made on non judicial stamp paper of INR 100 duly notarized , this shall be submitted in original on and before the submission of bid
5	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF) Letter of Bid- Form No BD-I Bidder Information Form – BD-II Bidders Performance Statement – Form No BD(PS)- III Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV Financial Strength of Bidder – Form -BD (FS)- VII Form-BD (ND)– X Certificate of Conformity and Non Deviation

#### Financial Bid Detail

Sr No	Type of Document	Document Format
1	Covering letter of Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-(PDF) Form-BD (FB) XI
2	Financial Bid	As per BoQ format available on e-Procurement portal only

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

#### 6) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.



## 7) Alternative/ Multiple Bids:

Alternative/ Multiple Bids shall not be considered at all.

## 8) Bid Security:

- a) Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- b) A Bid security instrument shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the TIA in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re- invited.
- d) The bid security may be given in the form of a FDR/TDR /BG from Scheduled Commercial Bank ) or National Saving Certificate (NSC )The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the TIA from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy
- f) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security
- g) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - I. when the bidder withdraws or modifies its bid after opening of bids;
  - II. when the bidder does not execute the agreement, if any, after placement of letter of contract.
  - III. when the bidder fails to commence the supply of goods or services or execute work as per supply/ work order within the time specified.
  - IV. when the bidder does not deposit the performance security within specified period after the Lol is placed; and
  - V. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document
  - VI. If the bidder fails to submit requisite Performance Security Deposit (PSD) or sign the "Agreement for contract" within the period as specified in the "Letter of Intent"
- h) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited. time
- i) No interest shall be payable on the bid security (EMD).
- j) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.
- k) The TIA shall promptly return the bid security after the earliest of the following events, namely: -
  - I. the expiry of validity of bid security;
  - II. the execution of agreement for contract and security deposit is furnished by the Successful Bidder;
  - III. the cancellation of the procurement process; or
  - IV. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

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## 9) Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the TIA . In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on. It would be ensured CEO Uttarakhand website and E-Procurement Portal that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. TIA shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

## 10) Withdrawal, Substitution, and Modification of Bid

- a) If permitted on e-Proc portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

## 11) Opening of Bids-

- a) The Bids shall be opened by the bid evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid evaluation committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the documents , tender fee and Bid Security in original before the last date and time of bid submission\_
- e) The committee may conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - I. bid is accompanied by Tender fee, bid security
  - II. bid is valid for the period, specified in the bidding document;
  - III. bid is unconditional and the bidder has agreed to give the required performance security; and
  - IV. other conditions, as specified in the bidding document are fulfilled.
- e) any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the with the original Financial instrument of the required price of Tender Fee , and bid security along with affidavit and Power of attorney .

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

## 12) Selection Method:

The selection method is Least Cost Based Selection on each item/unit of books to be printed for Printing and supply of various Handbooks, Compendiums, Manuals and Leaflet etc will be recommended for awarded to the lowest bidder for that particular item or unit of book. Hence for each book the L1 shall be recommended by evaluation Committee

## 13) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

## 14) Evaluation & Tabulation of Technical Bids

a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.

b) The objective of the Technical Bid evaluation is to short list bidders who have the technical competency to Supply Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand, Dehradun are provided as per stipulated date and time in supply order,

## 15) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

i. "**deviation**" is a departure from the requirements specified in the bidding document;

ii. "**reservation**" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

iii. "**Omission**" is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall: -

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;

or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

c. The TIA shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

#### **d) Non-material Non-conformities in Bids**

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above

### **16) Tabulation of Technical Bids**

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations with list of bidders that have qualified in evaluation of Technical Bids and sign it for approval of the Competent Authority approval.

c. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

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

a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.

b) The process of opening of financial bids/ covers shall be similar to that of technical bids.

c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.

d) Conditional Bids are liable to be rejected;

e) To evaluate a bid, the tendering authority shall consider the following:-  
a. the bid price as quoted in accordance with bidding document.

- I. price adjustment for correction of arithmetic errors in accordance with bidding document
- II. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

f) Each Handbook, compendium, , manual and leaflet or any other item L1 cost will be evaluated individually for each unit of book separately . Hence for all the books separately and individually financials shall be and marked L1, L2, L3 etc. based . L1 being the lowest offer and then others in ascending order for that particular book

The selection method is Least Cost Based Selection on each item/unit of books to be printed for Printing and supply of various Handbooks, Compendiums ,Manuals and Leaflet etc will be recommended for award to the lowest bidder for that particular item or unit. Hence for each book the L1 shall be recommended by evaluation Committee

Any technically qualified bidder with L1 can be recommended to award contract for more than one book for printing and supply for books within the stipulated date and time , hence any technically qualified bidder can be recommended one or more than one book for printing and supply of books subject to that the bidder has quoted the L1 lowest unit price among other technically qualified bidders for particular book.

g) In case for any books two or bidders have quoted same price L1 ,in such a scenario the following will be the criteria to recommend the successful bidder for that particular book

- Firstly, the technically qualified bidder with higher capacity for printing on daily basis will be recommended to be awarded contract for the particular book
- In case bidder capacity is equal , then on the basis of average turnover shall be considered . The firm with higher average turn will be recommended to be awarded contract for particular book , where L1 prices of two or more bidders are same
- Finally , the bid evaluation committee is not able to determine L1 above factors , in such case the firm which is carrying out the work of printing and supply of books for longer period of time i.e. no of years of experience in printing is more than the other technically qualified bidders, will be recommended for award of contract for a particular book

g) The bid evaluation committee shall prepare a comparative statement in tabular form in for each item /unit separately accordance with rules along with its report on evaluation of financial Bids and recommend a list of bidders that have the lowest offer for acceptance to the procuring entity.

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.

i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

### 18) Exclusion of Bids/ Disqualification is

a) TIA shall exclude/ disqualify a bid, if: -

- I. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

- II. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
- III. the bid materially departs from the requirements specified in the bidding document or it contains false information;
- IV. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
- V. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be communicated to the concerned bidder in writing;

### 19) Acceptance of the successful bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing's etc., shall accept or reject the successful bid.

b) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.

c) Prior to the expiration of the period of bid validity, the TIA shall inform the successful bidder, in writing, that its bid has been accepted.

f) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within stipulated date and time as determined by Tender Inviting Authority

g) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

h) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

### 20 ) Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

### 21) Procuring entity's right to accept or reject any or all bids

The TIA reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

## 22) Right to vary quantity

A) If the TIA does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

## 23) Performance Security

a) The amount of performance security shall be 10% of the contract price.

b) Performance security shall be furnished in any one of the following forms: -

**i. National Savings Certificates and any other script/ instrument under National Savings Schemes** for promotion of small savings issued by a Post Office in Uttarakhand if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

**ii. Bank guarantee/s of a scheduled bank.** It may be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

**iii. Fixed Deposit Receipt (FDR) of a scheduled commercial bank.** It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

c) Performance security furnished in the form specified above shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

### d) Forfeiture of Performance Security Deposit

Performance Security Deposit amount in full or part may be forfeited, including interest, if any, in the following cases:-

- I. When any terms and condition of the contract is breached.
- II. When the bidder fails to make complete supply satisfactorily.
- III. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document

e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

f) No interest shall be payable on the PSD.

## 24) Execution of agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

b) The successful bidder shall sign the procurement contract as per date and time stipulated by Tender Inviting Authority as mentioned which in the letter of acceptance or letter of intent is despatched to the successful bidder.

c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document. The TIA may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value of INR 1000/-

## 25) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, TIA shall not disclose any information if such disclosure, in its opinion, is likely to: -

- I. impede enforcement of any law;
- II. affect the security or strategic interests of India;
- III. affect the intellectual property rights or legitimate commercial interests of bidders;
- IV. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The TIA shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The TIA may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.



d) In addition to the restrictions specified above, the TIA , while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## 26) Cancellation of procurement process

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the TIA from initiating a new procurement process for the same subject matter of procurement, if required.

b) A TIA may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

- I. at any time prior to the acceptance of the successful bid; or
- II. after the successful bid is accepted in accordance with (IV) and (V) below.
- III. The TIA shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- IV. The decision of the TIA to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- V. If the bidder whose bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the TIA may cancel the procurement process or may take other appropriate actions.

## 27) Code of Integrity for Bidders

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

### a. Prohibiting

- i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process
- ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

- iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- vi. 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;
- vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

- I. exclusion of the bidder from the procurement process;
- II. calling-off of pre-contract and forfeiture or encashment of bid security;
- III. forfeiture or encashment of any other security or bond relating to the procurement;
- IV. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- V. cancellation of the relevant contract and recovery of compensation for loss incurred by the TIA;
- VI. debarment of the bidder from participation in future procurements of the TIA

## 28) Interference with Procurement Process

### A bidder who-:

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document

## 29) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988);

or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding five years commencing from the date on which he was debarred.

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

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a TIA in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding five years.

### 30) Monitoring of Contract

a) An officer shall be nominated for Contract Monitoring by TIA to monitor the progress of the contract during its delivery period.

b) During the delivery period the nominated officer shall keep a watch on the progress of the contract and shall ensure that the printing is ensured timely delivery period given. As it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entit

## SECTION IV

### Eligibility Criteria & Mandatory Conditions

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

1. The tenderer/ bidder must fulfil the following eligibility conditions and must also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid.

2. **The technical criteria is laid below in table Point 3 of this section , the bidder failing in any one of the criteria as stated or specified or fails to upload the requisite documents as stated in the table, Bid shall be shall be considered technically disqualified**

3. **Preference to bidders with MSME registration by Directorate Industry ,Uttarakhand**

In order to participate in this Bid, MSME registration is not mandatory ,any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules . MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry ,Uttarakhand as per the due provisions of Purchase Preference Policy for Small and Mini Industries -2019 (Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD . Such firms can avail exemption benefits from Uttarakhand Procurement Rules 2017 ( as amended from time to time ) as well as benefit of MSME may be availed . But such registered MSME firms have to technically qualify and submit such documents for technical evaluation, failing which the firm will be technically disqualified

4. **The table below lays down the technical Criteria and the necessary documents to substantiate that the bidder fulfils the criteria**

#### QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER-

	Criteria	Documents to be Scanned and Uploaded
Bidder	Bidder should be a Company registered in India under the Companies Act 1956/2013 Partnership Firm/ Partnership LLP under Limited liability Partnership Act 2008  The Bidder to have Printing Press or Printing Enterprise successfully operating since last five years at least	a) Copy of the Certificate of incorporation/ Partnership Deed should be submitted. b) Copy of the work order dated on or before 01.01.2018 obtained from the customer or agreement signed dated on or before 01.01.2018 with the customer for any IT Services should be submitted.
Bidders' financial turnover	bidder should have a minimum average annual turnover of Rs.60 Lac in last three FY with turnover of <b>Printing and supply of</b>	) Copies of the Audited balance sheet for the last 3 financial years should be submitted.

	<p><b>Compendium, Books, Booklets leaflets etc, either for election department/ School Education Department/ Higher Education Department /Any other Government Departments publications / PSUs annual report / manuals or guidelines or compendium of Government Orders / Central or State Universities Autonomous bodies and Research Centre/ Training Centres either of Central or State the Printing in above areas is at least INR 25 Lac in either of the FY</b></p> <p>FY 2019-2020, 2020-2021 and 2021-2022) or (FY 2020-2021, 2021- 2022 and 2022-2023)) and a positive net worth</p>	<p>b) Certificate from the Chartered Accountant should be enclosed with positive net worth in the last two financial years with above certificate issued UDIN generated and certificate uploaded</p>
<p>Bidder Experience in printing of books</p>	<p>Bidder should have a successful completed the printing and supply of books/booklets/manuals in any one year from the last five FY</p> <ul style="list-style-type: none"> <li>• At least one single order in a year amounting INR 30 Lac or more</li> <li>• At least Two orders each amounting INR 15 Lac each</li> <li>• At least three orders of INR 10 Lac each</li> </ul> <p><b>The work can be either for election department/ School Education Department/ Higher Education Department /Any other Government Departments publications / PSUs annual report / manuals or guidelines or compendium of Government Orders / Central or State Universities Autonomous bodies and Research Centre/ Training Centres either of Central or State Government</b></p>	<p>Copy of the work order or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted</p>
<p>Bidder Human Resource Capacity</p>	<p>The Bidder should have sufficient skilled personnel having requisite Experience .The staff must include a graphic designer, proof readers (having knowledge of both Hindi and English along with sufficient staff on printing machine , biding of books etc</p>	<p>Self-declaration on the company letter head along with EPF Account Details of Personnel in respect of Current year to be provided. Details to be provided in form no</p>
<p>Bidder Technical Inventory</p>	<p>Bidder must have a Bidder in house capacity- Bidder should have installed capacity 6 Lac Pages printing in a day and the machines are not old than five years old with at least the following technical inventory on Sufficient number of</p>	<p>Production Capacity Certificate of the /ies from the relevant authorities</p> <ul style="list-style-type: none"> <li>• Copy of the invoice in the name of bidder for purchase of machinery</li> </ul>

	<ul style="list-style-type: none"> <li>• Colour Printing Machines/ Single Colour Printing Machine,</li> <li>• automatic plate processor,</li> <li>• Leaser Printers</li> <li>• Stitching machine, folding machine and all other technical inventory to complete the task timely</li> </ul>	
Exemption to MSME firms	Firms claiming benefit under Purchase Preference Policy for Small and Mini Industries -2019 ( Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) as MSME	<p>1, Exemption from Tender Fee and Bid Security , only when a firm is registered by Director Industry , Uttarakhand Only .</p> <p>2.Copy or Acknowledgement of Udyog Aadhar Card</p>
Certificate for Non-Black listing and other mandatory undertaking Mandatory Undertaking	<p>An Undertaking by authorised representative on INR 100 Non Judicial Stamp Paper as on the date of Notice Inviting Tender/ Bid Submission.</p> <ul style="list-style-type: none"> <li>• not be blacklisted by Central or any State government or Public Sector Undertakings</li> <li>•not be insolvent, bankrupt etc.</li> <li>•not have their directors, being convicted of any criminal offence</li> <li>•not have any conflict of interest in the procurement comply with the code of integrity</li> <li>•Not have any affiliation with any Political Party</li> <li>•of any criminal offence</li> <li>•not have any conflict of interest in the procurement comply with the code of integrity</li> <li>• Not have any affiliation with any Political Party</li> </ul>	<p>Valid documentary proof of: -</p> <p>A signed copy by authorised representative with seal of the Undertaking on non judicial stamp paper of Rs. 100/- and duly notarised. (Annexure-1)</p>
Clearance of taxes	The bidder should have been registered for Goods and Services Tax and also submit GST Annual Return (Form-9) for the three financial years, and GSTR- 3b for the last six month	he bidder should enclose the Registration Certificate for Goods and Services Tax (GST), and also submit GST Annual Return Form (Form-9) for the three financial years (2019-20, 2020-21 and 2021- 22) and also submit GSTR- 3b for the last 6 months

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## SCOPE OF WORK AND SCHEDULE OF REQUIREMENTS

The Chief Electoral Office functions under the overall supervision and control of the Election Commission of India. It monitors the work relating to the conduct of General Elections and Bye-Elections to the House of People from Uttarakhand, Uttarakhand Legislative Assembly and. This includes preparation and updation of Electoral Rolls, Issue of Photo Identity Cards to Electors, rationalization/re-organization of Polling Stations, voters' education, implementation of Model Code of Conduct, the Election Laws and the instructions issued by the Election Commission of India from time to time. In order to conduct free fair election in the world's largest democracy various acts, rules and guidelines have been issued as well as various the instructions issued by the Election Commission of India from time in various forms

In order to train and disseminate the guidelines, rules issued by Election Commission of India from time to time in various manners

- Manuals for Election Planning, Electoral Risk Management, Force Deployment and Civil Measures etc
- Compendium with collection of instructions and guidelines issued by ECI from time to time these compendia of instruction of Election Expenditure, Moral Code of Conduct etc.
- Handbooks for election functionaries for ready reference to rules, regulations, guidelines issued by ECI for free, fair and transparent elections Handbook for Presiding Officer, Returning Officer, Sector offices
- As well as booklets for ready reference for quick reference such as checklist, Do's and Don'ts The following is a tentative list of books that are to be printed by the successful bidder printing agency within the stipulated date and time, as the work directly relates to the General Election the printing agency(ies) have to complete before or within the time period as stated in the Work Order. Secondly the quality has defined in the Tender has to be strictly complied, Most important as

## Detail for Printing of books

The following books are to be printed, aforesaid that being work related to election. Time is the crucial factor which has to be strictly adhered with no relaxation or extension of time. An approximate 60 Lacs papers are to be printed in span of 10 days, hence the Printing agency shall require at least capacity of 6 Lacs pages per day or around 35000 pages /per hr (18 hrs work in a day.)

Sl. No.	Name of the Book	No of Pages	Size	Paper Quality	Qty.
1	01-Manual on DEMP, 2023 Edition 2 Color-Multicolor Centre staple Binding	62	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350
2	02-Checklist of CEO, 2023 Edition 2 Color-Multicolor Perfect Binding	80	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	160
3	03-Checklist of SO Edition 1 Color-Multicolor Centre staple Binding	12	8.5 X 11	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	3250
4	04-Handbook for Sector Officer Edition 1 Color-Multicolor Centre staple Binding	38	8,5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	3250
5	05-Manual on Vulnerability Mapping, 2023 Edition 2 Color-Multicolor Centre staple Binding	36	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1050
6	06-Handbook for Polling Agent Edition 2 Color-Multicolor Centre staple Binding	84	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	13000
7	07-Manual on Electoral Risk Management FINAL Edition 2 Color-Multicolor Centre staple Binding	96	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350
8	08-Manual on Force Deployment FINAL-2023 Edition 2 Color-Multicolor Perfect Binding	204	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350
9	09-Handbook for Presiding Officer, 2023 Edition 2 Color-Multicolor Perfect Binding	160	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	15000
10	10-SOP for Last 72 Hours-2023 Edition 2 Color-Multicolor Centre staple Binding	64	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1000



11	11-Compendium of Instructions on EEM (August 2023) Edition 9 Black & White Perfect Binding	378	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350
12	11-Compendium of Instruction on Election Expenditure Monitoring (August 2023) in Hindi Edition 9 Black & White Perfect Binding	377	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350
13	14-Handbook of Returning Officer, 2023 Edition 2 Color-Multicolor Perfect Binding	450	8.5 X 11.7	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350
14	15-CHECKLIST FOR RETURNING OFFICER, 2023 Edition 2 Color-Multicolor Perfect Binding	128	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350
15	16-Checklist of DEO, 2023 Edition 2 Color-Multicolor Perfect Binding	116	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	160
16	17-Dos & Don'ts for District-Election-Officers 2023 Edition 1 Color-Multicolor Centre staple Binding	48	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	160
17	18-Dos & Don'ts for Presiding Officer Edition 1 Color-Multicolor Centre staple Binding	20	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	15000
18	19-Dos & Don'ts for Returning Officers Edition 1 Color-Multicolor Centre staple Binding	48	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350
19	20-Dos & Don'ts for Sector Officer Edition 1 Color-Multicolor Centre staple Binding	16	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	3250
20	21-Handbook for Counting Agent-2023 Edition 2 Color-Multicolor Centre staple Binding	40	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	2350
21	22-Manual on Force Multipliers & Civil Measure-2023 Edition 2 Color-Multicolor Perfect Binding	68	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	250

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## Specification of Paper , Binding, Packaging

Sr no	Particular	Minimum Specification
1	Paper Cover page	300 GSM Imported Matt laminated
2	Paper Inner Cover Page	100 GSM Inner Paper White - 100 GSM Art Paper
3	Colour	Multi Colour
4	Printing Cover page	One Side four colour (Inner side of cover page will remain blank)
5	Printing Cover Page	Both Sides Four Colour
6	Binding	<ul style="list-style-type: none"><li>• Perfect Binding or Centre staple Binding, as per above table</li><li>• In case of books having page 150 or more name of the book should also be in printed on spine of the such types of books</li></ul>
7	Packaging	Packed using duplex board of at least 150 GSM on the top and bottom of the bundles and information slip should be printed / pasted on both sheets of duplex board being used on top and bottom of the bundle, there after it should be tied with strips of minimum 9 mm width making cross of the bundle (strip packing width-wise and length-wise).
8	Place of Delivery	Office of Chief Electoral Officer.
9	Supply of data	CD (PDF Format) will be Provided by the Office of CEO Uttarakhand for the books, compendium ,manual, checklist

## II. Quality Standards / Assurance for Printing and Biding

### a) Printing Ink quality :

- The ink should be of a good standard in quality having sufficient quantity of finely grind pigments.
- The Ink should be adequately viscous to fully transfer and stick on paper but should not fully penetrate in the paper reflecting "See through."
- The Ink should have good drying quality particularly on smooth or glaze paper to avoid "Set Off".
- The Ink should not be so tacky to snatch/pick up the paper or coating on paper while printing.
- The selection of the set of printing ink should be made considering the nature of illustration used in the book.

### (b) Printing Quality :

- The imposition of pages should be in accordance with the page area, printing page area having proper white margins in all four sides of print area.
- Perfect Registration of colour should be maintained throughout complete printing.
- There should be controlled release of ink as per requirement of job to avoid "See through" and uneven inking.
- There should be uniform/even inking throughout the book without patches of over/under inking and full traces/spots.

- There should be no roller marks in shape of lighter/heavier color strips on solid or screen grounds visible when printed.
- There should be no "Set off" and or any "Scum" and or any spot neither within image area nor on the non image area of any page of the book or on the cover of the book, whenever printed on single or both sides.
- There should be no variation in any shades throughout the books.
- In multicolour printing, colour schemes of illustrations should be as per colour schemes given in the original C.D. or as per positives provided. Colour scheme should be same throughout all the books. No variation of shades should be there in printed books.

### (c) Binding :

The folding of formes should be done in a manner that the folio numbers on even pages should fall exactly on the pages having odd numbers on the other side. No such formes shall be folded which is torn or has Spots, Scum and is not perfect in printing.

- The books to be Centre stitched should have two wire staples of appropriate gauze suiting to the bulk of the book. The two staples in the centrally Stitched books should be done exactly on the folds of the cover and folded formes, while in case of Side stitching books, the two staples should be put leaving equal spaces at the head and the tale of the books after trimming.

### Perfect Binding

- All formes should be cut into loose leaves before application of adhesive.
- The adhesive applied should be of good quality and the minimum thickness/coating of adhesive on book.
- The glue used should be weather resistant, firm binder of all the leaves of the book with cover and flexible to bear the frequent & flat opening of the book.
- No leaf or the cover of the book should come out while flat opening of the book or turning over the cover.

### III. Delivery of Books

Delivery of the goods and performance of the services shall be made by the Printer in accordance with the time schedule specified by the Office of CEO in the Supply Order issued against each and accepted by the Printer.

Any inordinate delay by the Printer in its delivery obligations shall render the Printer liable to any or all of the following:

- cancellation of the order totally or partially,
- forfeiture of its Security Money,
- liquidated Damages/Recoveries and/or

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d. termination of the Contract Agreement.

If at any time during performance of the job, the Printer should encounter conditions impeding timely delivery of the Goods, the Printer shall promptly notify the CEO, Uttarakhand in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Printer's notice, the CEO shall evaluate the situation and may, at its discretion, extend the time given to the Printer for only but subject to that total days of work shall be not more than 14 days i.e. only four days can be extended, in such case the extension shall be ratified by the parties by amendment of the Job Order placed by the CEO.

#### IV. Liquidated Damages and Recoveries

a. For delays in printing and supply of textbooks and other printed materials: Both the printer and the Office of CEO agree that timely supply of the books to the CEO office Dehradun as conducting election timely. Time and date of delivery shall be the essence of the contract. If the Printer fails to deliver any or all of the Goods within the period(s) specified in the Work Order, the CEO Uttarakhand, without prejudice to its other remedies for seeking appropriate damages and compensated, deduct Liquidated Damages from the Printer's claim by way of penalty.

Recovery from the Printer as agreed Liquidated Damages shall be calculated @2% per day in case the Printer fails to provide the Books as per the stipulated date This agreed Liquidated Damages may not exceed to 10% (Ten percent) of the total admissible claim of the Printer against the particular job. This is an agreed, genuine, and pre-estimate of the damages duly agreed by the both parties. The decision on this issue by CEO Uttarakhand shall be final and binding upon the Printer.

#### b. Service level Agreement in Printing and Binding

) Selected bidder shall ensure that all books are printed and supplied as per time schedule mentioned in the Work Order. If the deliverables are not submitted within the timelines the liquidated damages shall be charged. Printer has also to ensure defective free Printing, books to similarly identical as ECI has prescribed and the books are properly bound mentioned then penalties as defined below shall be levied:

	Defects in Printing / Binding	Rate of Penalty
1	Colour schemes not in accordance to the original C.D. or as per positives provided or Colour scheme is not same through out and there is variation in colour scheme	2% (Inner Pages) / 0.5% (Cover Page) of the total contract price of particular book in which defect has been identified
2	Printing defects such as, Show through, Set off, Scum, Slur, Picking, -Plucking, Bleeding, Wipe off, Tint, Ink spot, Roller image	3% (Inner Pages) / 0.5% (Cover Page) of the total contract price of particular book in which defect has been identified

3	Diagrams, Pictures are either not printed clearly or color scheme is not as per CD Provided	2% of the total contract price of particular book in which defect has been identified
4	2 Defective Binding or Improper Cover Pasting or Improper stitching or Cross cutting of books	1% of the total contract price of particular book in which defect has been identified
5	Error in folding and page number either not properly aligned or are incorrect	1% of the total contract price of particular book in which defect has been identified
6	Centre Stitching not properly carried out	0.5 of %the total contract price of particular book in which defect has been identified
7	Perfect binding not properly carried out	1% of the total contract price of particular book in which defect has been identified

#### Delivery Schedule

a) The Printer agency/ firm shall ensure to deliver the books should be within time limit as referred in this Work order from the date of issuance of Work Order . In reasonable reason the period of delivery of material may be extend reasonable by Procuring Entity on request of vendor.

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# SECTION VI

## Part-I

### Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) Chief Electoral Officer Uttarakhand, Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat Dehradun  
and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedule)
  - (h) any other document listed in GCC as forming part of the Contract
  - (i) Code of Integrity of Vendor along with debarment of vendor on Fraud and Corruption

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

**For and on behalf of the Purchaser**

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

**For and on behalf of the Supplier**

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness ]*

## Part-II

### CODE OF INTEGRITY FOR SUCCESSFUL BIDDER AND DEBARING VENDOR DUE TO FRAUD AND CORRUPTION

( Part of Agreement)

#### Code of Integrity for Successful Bidder

a) The vendor and his representative shall act in accordance of the code of integrity prescribed in the contract

b) The code of integrity include provisions for: -

##### a. Prohibiting

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. 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;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -



- I. exclusion of the m vendor from future procurement process;
- II. calling-off of pre-contract and forfeiture or encashment of bid security;
- III. forfeiture or encashment of any other security or bond relating to the procurement;
- IV. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- V. debarment of the bidder from participation in future procurements of the procuring entity

**Corrupt, fraudulent and unethical practices:**

The Office of CEO Uttarakhand will debar the vendor if successful bidder for future tenders in Office of CEO Uttarakhand if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

a. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and

b. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition\

c. **"Unethical practice"** means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

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## PART-III

### GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids. Definitions For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) **“Contract”** means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
- c) **“Contract Price”** means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) **“Day”** means a calendar day.
- e) **“Delivery”** means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) **“Completion”** means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) **“Purchaser”** means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) **“Printer”** means the natural person, private or, or a combination of the above, whose Application has been accepted for printing of books on basis of technical qualification and is named as such in the Contract Agreement..
- k) **“Supplier/ Successful or Selected bidder”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted

by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder. "

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

## 2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

### b) Entire Agreement:

The Contract Agreement constitutes the entire agreement between the Chief Electoral Officer Uttarakhand and the Printer and supersedes all communications, negotiations and agreements (whether written or verbal) of the parties with respect thereto made prior to the date of Contract Agreement. The validity of Contract Agreement will be same rates and conditions of contract.

### c) Amendment:

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### d) Non-waiver:

Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### f) Severability:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. \*

## 3) Language

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

documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

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

#### 4) Joint Venture, Consortium or Association

Joint venture, consortium or associations of companies is not allowed to bid.

#### 5) Eligible Goods and Related Services

a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item

c) Bidder must quote products in accordance with above clause "Eligible goods and related services".

#### 6) Service of Notice, Documents & Orders

a) A notice, document or order shall be deemed to be served on any individual by –

- I. delivering it to the person personally; or
- II. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
- III. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be

#### 7) Scope of Supply

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) The

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

### 8) Delivery & Installation

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in Work Order separately. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the nodal officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at various their offices/ locations mentioned in the Supply Order.

### 9) Supplier's/ Selected Bidder's Responsibilities

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

### 10) Purchaser's Responsibilities

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

### 11) Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

b) Prices charged by the Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid,

### 12) Recoveries from Supplier/ Selected Bidder

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a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Officer shall withhold amount to the extent of short supply, or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Office of CEO, Uttarakhand

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the competent authority shall take recourse to law in force.

### 13) Taxes & Duties

a) The TDS etc., if applicable, shall be deducted at source as per prevailing rates.

b) ] the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

### 14) Specifications and Standards

a) All articles supplied /Printed shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description.

The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

#### b) Technical Specifications

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

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c) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

### 15) Packing and Documents

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and shall take into consideration, where

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

- The packing of goods should be as per the specifications laid down in Schedule of Requirements and Specifications
- The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided in the work Order and subject to clause as per the bid document or any subsequent instructions given by the Office of CEO
- The books should be packed using duplex board of at least 150 GSM on the top and bottom of the bundles and information slip should be printed / pasted on both sheets of duplex board being used on top and bottom of the bundle, there after it should be tied with strips of minimum 9 mm width making cross of the bundle (strip packing width-wise and length-wise). The supply of books at CEO Office r as instructed by CEO Office in Work Order

C. **Shortage of books** in the bundles is not acceptable. In case of shortage of books found in bundles are more than 2%, the entire supply shall be returned. The supply of books with less or more number of books in a bundle to a limit of 2% shall be taken by CEO Office, however the intact bundle in which short or excess books were found the same shall be returned to the respective printer

## 16) Insurance

a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b) The goods will be delivered at the FOR destination in perfect condition.

## 17) Transportation

a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

*[Handwritten signatures and initials at the bottom of the page]*

b) Delivery of the goods shall be made by the Printer in accordance with the delivery schedule specified by the in the Work Order placed with the Printer. It is Printer's duty to deliver the printed books at the Office of CEO Uttarakhand , as listed in the Job Order. If a printer dispatches the books by Rail transport or any courier or transport service it will be his/her responsibility to take delivery at the Railway Station/ warehouse of transport

rt or courier service at Dehradun and deliver the same to the office of CEO . In such a scenario at least 48 hours before the dispatch, the Printer shall notify the CEO office and his authorized personal who shall unload the books and ensure safe supply of it CEO office ,the full details of dispatches.

### 18) Inspection

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the printing and workmanship of the during printing process

b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. , supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

### 19) Samples

a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM in this case the Inner and Outer Paper GSM and its quality and binding of books and manuals shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office.

B ) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.

### 20) Rejection

a) Articles not approved during inspection shall be rejected and will have to be replaced by the selected bidder at his own cost with in the time fixed by the Purchase

b) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 03 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.



## 21) Payments

a) The following are the conditions precedent for release of any payment by the Client:

- i) Signing of Contract (as per Annexure- . Agreement form and Ann XII)
- ii) Signing of Non-Disclosure Agreement as per Annexure - XII
- iii) Submission of an irrevocable Bank Guarantee as of specified to the Client in the format (as per Annexure- XV)

b) The vendor has printed and supplied the books, manuals as per time scheduled by the Office of Chief Electoral while allotting the work.

c) The payment will be made as per the following procedures:

- I. After successful printing and supply of Compendium, Books, Booklets leaflets etc., a Certificate will be issued by the nodal officer at office of CEO and in District by DEO or his authorised officer that the books and other materials have been received within the time limit and as per the quality mandated in the Bid Document. Based on the receipt of the Certificate, the Office of Chief Electoral Officer, Uttarakhand will release the payment to the vendors concerned, after due scrutiny of the records. ] After deducting penalties, due to any reasons mentioned in the bid, if any.
- II. All remittance charges will be borne by the supplier/ selected bidder.
- III. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute by the concerning authority.
- IV. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments by the concerning authority.
- V. Taxes, as applicable, will be deducted, as per the prevalent rules and regulations by the concerning authority.
- VI. Payment shall be made to the successful selected bidder by the authority concerned after all necessary formality as per rules have been fulfilled.

d) The currency or currencies in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.

e) No advance Payment will be made.

## 22) Reduced/Restricted Print Order

The CEO Uttarakhand reserves the right to reduce/restrict the print order in the following situations:

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(a) Inordinate delay beyond the delivery schedule or extended delivery schedule causing inconvenience to the CEO office .

(b) Unsatisfactory progress of the job at the printer's end noticed during monitoring or inspection by the authorised officer from .

(c) Sub-standard quality of production (printing and or binding) found during inspection or in case of any such batch received

(d) Reduction in requirement due to inordinate delay in supply of good by the Printer.

(e) In case Print order is Reduced/Restricted due to reasons mentioned above at item no (a) to (d) the CEO Uttarakhand may get the job done from other printer. Additional expenditure incurred in execution of the job will be recovered from the defaulting printer with a penalty of INR 50,000 in addition of forfeiture of Performance Security /-

(f) Reduction/Restriction in requirement imposed by the CEO, Uttarakhand for its own reasons.

### 23) Liquidated Damages (LD)

a) In case of extension in the delivery period beyond the days as stipulated in work order As Time is the most crucial parameter a daily of 2% of contract of the book or books delayed shall be charged as liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:-

Stipulated Date of Supply of books at CEO office	Rate of Liquidated damage at the contract value of book /s
SD + 01-day delay	2%
SD + 02-day delay	4%
SD + 03-day delay	6%
SD + 04-day delay	8%
SD + 05 day delay	10%

b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

c) The maximum amount of liquidated damages shall be 10% of the contract value.

d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

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e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the competent authority .

#### 24) Settlement of Disputes

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer , Uttarakhand " whose decision shall be final and abided by all stakeholders

#### 25) Legal Jurisdiction:

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

#### 26) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective r to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

#### 27) Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes

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c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Office of CEO in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 15days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the CEO Uttarakhand may take the case with the supplier/ selected bidder on similar lines.'

## 28) Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -

i. specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;;

ii the place of delivery; and

iii. the related services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within seven (07) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

## 28) Termination

### a) Termination for Default

i. The tender sanctioning authority of Office of CEO may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least seven days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

- a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the office of CEO , Uttarakhand ; or
- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If Office of CEO terminates the contract in whole or in part, amount of PSD may be forfeited.

**b) Termination for Insolvency**

The office of CEO may at any time terminate the Contract by giving a written notice of at least -07 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to

**c) Termination for Convenience**

i. Office of CEO , Uttarakhand , by a written notice of at least 07 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within seven (07) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. To have any portion completed and delivered at the Contract terms and prices; and/or
- b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder

**30 ) Governing Law and Dispute Resolution**

a) This Agreement shall, in all respects, be governed by, and construed in Dehradun ,Uttarakhand in accordance with the laws of India. Any dispute of whatever nature, which arises out of, in relation to, or otherwise connected with:

- i) The interpretation or effect of;
- ii) The validity, enforceability, or rectification of;
- iii) The respective rights or obligations of the Parties; and/or

iv) A breach or the termination or cancellation of this agreement; shall be dealt in accordance with succeeding provisions of this Clause.

2) All disputes shall at first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a party has delivered to the other Party a request for such consultation.

3) If the Parties are unable to resolve the Dispute in question within seven days of the commencement of negotiations, then the Dispute shall, unless the Parties otherwise agree in writing, be referred to arbitration in accordance with the provisions as

4) The venue for arbitration shall be Dehradun Uttarakhand India and the language used in the arbitral proceedings shall be English.

5) The Parties shall continue to be performing their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration

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**SECTION -VII  
FORMS AND FORMATS**

<b>CHECKLIST OF FORMS AND FORMATS ALONG WITH DOCUMENTS TO BE SUBMITTED BY BIDDER ON E-PROCUREMENT PORTAL AND DOCUMENTS TO BE SUBMITTED IN ORIGINAL AT THE OFFICE OF TENDER INVITING AUTHORITY ON AND BEFORE LAST DATE OF SUBMISSION</b>		
<b>Sr No</b>	<b>Name of Form and Formats</b>	<b>Details of Documents to be submitted and the manner to be submitted ( scanned copies should have been duly signed by authorized representative)</b>
1	Letter of Bids (Form- BD-I)	Duly signed copy scanned and uploaded on E-Procurement Portal
2	Bidder Information- Form-BD -II and Other details of Bidder	Complete details and duly sign and uploaded on E- Proc Portal
3	Performance Statement (Last 5 Years Form-BD (PS) -III	Detail of Previous experience duly signed statement , with work orders and Completion certificates to be scanned and uploaded on E-Proc
4	Manpower Employed and proposed Manpower for assignmen Form-BD (MP) -IV	Detail to be provided for manpower and proposed manpower to complete assignment within stipulated time Scan copy of the Form along with EPF ,ESI Registration and other documents to provide sufficient documentary evidence
5	Detail of Technical Infrastructure of a Printing Agency / Firms to demonstrate the Printing Capacity of the Firm along with various workshop in different Location Form BD (TI)- V	Complete detail of technical infrastructure in various workshop of printing agency so as to demonstrate the printing capacity and capacity of printers and machinery to timely complete the assignment within time span Documents such as bill in name of owner or agency or a certificate issued by Statutory Auditor of the agency , providing a certificate that the agency has requisite number of printers and machinery detail of printers and machinery are owned by the printer or the machine are leased in such scenario lease should for at least till 30 <sup>th</sup> June 2024 The complete detail shall be scanned and uploaded on E-Procurement
6	Affidavit of Technical Infrastructure of a Printing Agency / Firms to demonstrate the Printing Capacity of the Firm BD(AF)-VI	Affidavit on a Non judicial Stamp Paper of INR 100 duly notarized to be submitted in original at TIA office on or before last date of bid submission Affidavit to be scanned and uploaded on E-Procurement also
7	Financial Strength of the Bidder/Manufacturer Form-BD(FS) -VII -Certificate on Financial Strength	Certificate to be issued by CA firm with Certificate to have UDIN No generated on it. The certificate to be uploaded on E-Procurement Portal -Bidder to all scan and

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*Handwritten signature and initials.*

		upload the Annual financial statement and a copy of Income tax return also
8	Power of Attorney for Signing of Bid Form-BD (PA)-VIII	To be submitted in original , POA to be on INR 100 Non-Judicial Stamp Paper duly notarized Also, to be scanned and uploaded on E-Proc
9	Undertaking by the Bidder Form-BD (UA)-IX Affidavit	To be submitted in original also declaration by bidder on INR 100 Non-Judicial Stamp Paper being duly notarized Also, to be scanned and uploaded on E-Proc
10	Form-BD (ND) X Certificate of Conformity / Non Deviation	Certificate of conformity / non -deviation duly signed certificate by authorised representative a self declaration a scan copy to be uploaded on E-Proc
11	Form-BD (FD) XI Financial Bid Cover Letter and format	To be signed by authorised representative , this letter is to be provided in separate sealed envelope on top written ' letter of Financial Bid ' This envelope shall opened at opening of financial proposal only of technically qualified bidders  In E- Procurement Portal this letter is to be uploaded in financial bid section along with BoQ
12	Form BD (NDA)-XII Non-Disclosure Agreement format of Confidentiality and Non-Disclosure Agreement	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper of INR 500 ,will be part of final contract
13	FORM BD(IP)-XIII Format of Integrity Pact	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper of INR 500 ,will be part of final contract
13	Form-BD( BG)-XIV Bank Guarantee format for Bid Security	Format of BG in which Scheduled Commercial Bank has to issue bid security , the original bid security to be submitted in original at the office of TIA on and before date and time of bid submission Major checkpoints are also provided
14	Registration of firm with various government authorities	Copy of PAN Card Copy of GST No Copy of ESI / EPF No License / Approval of local authority for Printing Workshop License issued by Labour Department NOC from Environment Board or authority Certificate of Incorporation in case of Company, Partnership deed in case of partnership firm, any license or registration by local authority Any other document as appropriate for bidder
15	Documents in terms of Schedule of supply	Sample or documents related to successful printing of books



16	Tender Fee	Either DD/ Bank Che to be submitted in original at TIA office on or before last date of submission of bid and a scanned copy to be uploaded on E-Proc
17	Other Documents	Any other document , registration or affiliation which bidder want to provide

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## FORMATS FOR BIDS

### Letter of Bids

(Form- BD-I)

From:

(Registered name and address of the bidder.)

To:

**The Chief Electoral Officer ,**

**O/o. Chief Electoral officer, Uttarakhand**

First Floor, Vishwakarma Bhawan

Uttarakhand Secretariat

4, Subash Road.

Dehradun -280001

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated \_\_\_\_\_ Project title:

We undertake to provide goods in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by CEO Uttarakhand our bid is accepted, we undertake to;

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ;
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with the bidding document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (c) Our bid shall be valid for a period of ninety days beyond the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We, along with any of our, suppliers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority

by whatever name called under them;

- (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;
- (g) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel /official or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement;
- (h) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (i) We hereby certify that we are not insolvent, in receivership ,bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (j) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (k) We agree to permit Government of Uttarakhand or CEO, Uttarakhand or their representatives to inspect our accounts and records and other documents relating to the bid submission,
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive and;
- (n) We hereby agree in principle to be selected after mutual agreement. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Government of Uttarakhand

I/, my/ our bid security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking You

Name of the Bidder: -  
Authorised Signatory: -

Seal of the Organization

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**Bidder Information Form**  
**Bidder Information**  
**Form-BD -II**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document
6 Bidder shall provide the sample of Papers both inner and Outer Cover side
7. Detail of bidder organization

Name of the Bidder: -

Authorised Signatory: -

Signature and name

Seal of the Organization

## Form-BD -II (B) Other Details of the Bidder

1. Name & full address of the Bidder

2. Contact details

(a) Telephone/Mobile & Fax No

Office/Factory/Works

(b) Email

3. Details of two Contact Persons:

	1 <sup>st</sup>	2 <sup>nd</sup>
(i) Name: (ii) Tel number (direct): (iii) Mobile No. (iv) Email address		

4. Bank details from where the Bank Guarantee for Bid Security has been issued:

- a) Name and address of the Bank:
- b) Name of the contact Person
- c) Phone number/ Mobile
- d) Fax Number
- e) Email address

5. Name & full address of the Manufacturer<sup>1</sup> of the Goods offered in the bid:

- a) Name:
- b) Address:
- c) Telephone & Fax No

Office/Works

6. Location of the manufacturing Facility/factory.

7. Nature of Business(Brief description)

Signature and seal of the Bidder

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## Performance Statement (Last 5 Years)

### Form-BD (PS) -II Performance Statement

Name of the Bidder \_\_\_\_\_

Bid Reference No. \_\_\_\_\_

Financial Year	Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any
					As per contract	Actual	
1	2	3	4	5	6	7	8
2022-23							
2021-22							
2020-21							
2019-20							
2018-19							

**Signature and seal of the Bidder**

The Bidder shall also furnish the following documents in connection with their past performance:

- (i) Copy of Purchase Orders
- (ii) Documentary evidence (Client's certificate) in support of satisfactory completion of work

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*Am*

**Format for detailed Citations of at least minimum of printing work  
carried out by bidder in last five years in Government Departments/ Public Sector  
Units/Autonomous or Local Bodies**

Assignment name:	Approx. value of the contract (in INR Lacs):
Name of Govt Dept/ Agency	Duration of assignment (months):
Nature of Printing work undertaken	Total N <sup>o</sup> of t man -months of the assignment:
Address:	Approx. value of the contract
Start date (month/year): Completion date (month/year):	
Narrative description of assignment	
Description of actual services provided by your staff within the assignment:	

**Please attach a copy of the work order/ completion certificate/ purchase order/  
letter from the customer for each project reference**


  
 A large handwritten checkmark is at the top left. Below it are several handwritten signatures and initials in blue ink, including 'dh', 'BZ', 'MKS', 'SS', 'R', 'Jaz', and 'WJ'.

**MANPOWER EMPLOYED AND PROPOSED MANPOWER FOR  
ASSIGNMENT  
Form-BD (MP) -IV**

No. of personnel currently deployed in various projects		
	Description	Number of Employees
<b>1</b>	<b>No. of permanent employees currently working or any designation used by bidder firm</b>	
a	Project Managers or any designation used by bidder firm	
b	Supervisors or any designation used by bidder firm	
c	Graphic Designer or any designation used by bidder firm	
d	Proof Readers or any designation used by bidder firm	
e	Staff on Printing Machines or any designation used by bidder firm	
f	Data Entry Operators	
g		
<b>2.</b>	<b>No. of temporary personnel currently working</b>	
a		
b		
c		

**Tentative Manpower for the assignment  
(on assumption that the firm has to print as well supply of the**

Serial No	Number of Personnel proposed for the assignment	No of Person Proposed (a)	Person Days (b)	Total Person days for resources c=(a)*(b)
1	Project Managers or any designation used by bidder firm			
2	Supervisors or any designation used by bidder firm			
3	Graphic Designer or any designation used by bidder firm			
4	Proof Readers or any designation used by bidder firm			
5	Staff on Printing Machines or any designation used by bidder firm			
6	Data Entry Operators or any designation used by bidder firm			
7	Other Personnel by what ever name are they identified			
8				
	<b>Total of Person Proposed in col a and total of person days in col c</b>			

Number of Person days to be determined that the Printing and Supply of books are to be carried out by Printing Agency within 10 days of issuance of Work Order

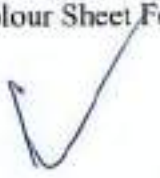
**Signature of authorized representative**

**Seal of the Organization**



**Detail of Technical Infrastructure of a Printing Agency / Firms to demonstrate the Printing Capacity of the Firm along with various workshop in different Location**

**Form BD (TI)- V**

<b>A. Detail of Printing Agency or firm</b>						
Name of the Printer firm/agency						
Address of office of Printer Firm						
Name of						
Office Land Line No						
Mobile No						
PAN No						
GST No						
ESI Registration No						
No of Workshop of Printing Agency						
<b>Addresses of Workshop situated</b>						
Workshop	License/Registration No	No of employees	Covered Area		Yes/No	
			Owner of	Owner of Press		
Workshop A with contact person and number also)			Regular	Covered Area		
			Casual	Owner of Press		
			Contractual			
Workshop B ( with contact person and number also)						
Workshop C ( with contact person and number also)						
Workshop ( with contact person and number also)						
Workshop of Printing Agency established in Uttarakhand						
Address of the Workshop						
<b>DETAILS OF MACHINERY FOR EACH WORKSHOP SEPRATELY TO BE SHOWN WITH THE INVOICES AND OTHER DOCUMENTARY EVIDENCE THAT THESE SHEETS ARE OWNED BY PRINTER</b>						
4 Colour Sheet Feed 	Sr No	Brand and Model	Model name	Year of manufacture	Serial No	










4 Colour Web	Sr No	Brand and Model	Model name	Year of manufacture	Serial No	No. of operative

2 colour Sheet Feed	Sr No	Brand and Model	Model name	Year of manufacture	Serial No

2 Colour web	Sr No	Brand and Model	Model name	Year of manufacture	Serial No

Single Colour Sheet Feed	Sr No	Brand and Model	Model name	Year of manufacture	Serial No

Single Colour Web	Sr No	Brand and Model	Model name	Year of manufacture	Serial No

Total staff on Machines in Workshop

Total Supervisor on Machines in Workshop

**D.OUTPUT IN A SHIFT OF 8 HRS EACH**

Four colour machines	Workshop A	-----Reams both side (Size----- -----)
	Workshop N	-----Reams both side (Size----- -----)

Four Colour Lab web	----- Reams = -----MTs. Approx (Size-----/GSM-----)
	----- Reams = -----MTs. Approx (Size-----/GSM-----)

Handwritten signatures and initials: *BS*, *m/g*, *B*

Handwritten signature and initials: *THC*, *(S)*, *PK*

2 Colour Machines (Sheet) Total Production		-----Reams both side (Size----- -----)
2 Colour Machines (Web		----- Reams = -----MTs. Approx (Size-----/GSM-----)
Single Colour Machines (Sheet) Total Production (Unit – I & II)		-----Reams both side (Size----- -----)
Single Colour Machines (Web		----- Reams = -----MTs. Approx (Size-----/GSM-----)

### E. LIST OF OTHER MACHINES

#### I. Binding Unit

Type of Machine	Make Model and Size	Total count of machines
Cutting Machine ( Programmed )		
Cutting Machine (Semi Automatic )		
Three Side trimmer		
C Stitching Machine(s) (Wire)	Maximum No of Pages	Output in a single shift in an hour
Single Stapler		
Double Stapler		
<b>Perfect Binding Machine</b>		
	No of machines	Output in a single shift of eight hr
Single Clamp		Output in a shift of 08 hours on Single Clamp(_____machines)----- ----books ( Size -----
Three Clamp		Output in a shift of 08 hours on Three Clamp(_____machines)----- ----books ( Size -----
More than 03 Clamp		Output in a shift of 08 hours More than 3 Clamp(_____machines)----- -----books ( Size -----
Whether Printing Workshop has Generator Indicate its working capacity also		

Signature of authorized representative

Seal of the Organization

Handwritten signatures and initials in blue ink at the bottom of the page, including a large signature on the left and several smaller ones on the right.

**BD-AF(VI)**

**Affidavit of Technical Infrastructure of a Printing Agency / Firms to demonstrate the Printing Capacity of the Firm**

I/We.....S/o..... aged.....  
 Proprietor/Partners/Managing Director ..... of  
 M/s..... and having  
 my registered/corporate office at.....do hereby solemnly affirm and declare as  
 under:

1. That all the machinery and equipment as listed below have been purchased by me/us, and are possessed by me/us in the name of M/s.....

**The following machines are installed and are in working conditions( addresses)**

**Workshop A** .....

Sr No	Type of Printing Machine	Brand Name	Model name	Make and name of manufacturer	Year of manufacture	Serial No	Capacity
	Four Colour Machine						
	Four colour Lab						

**Workshop B** .....

**BINDING MACHINES**

		Total number of machinery	Size	
1	Folding Machine			----- folds
2	Cutting Machine			
3	Perfect Binding Machine			
a	One ream			No of clamps
b	Three Ream			No of clamps
c	More than 03 ream			No of clamps
4	Stitching Machine			
a	Single Staple			
b	Double Staple			

**The following machines are installed and are in working conditions( addresses)**

**Workshop A** .....

**Workshop B** .....

2. That the contents of the accompanying application form and documents as submitted by me may be treated as part and parcel of this affidavit and it is stated that the said contents are true to the best of my knowledge, information and belief.

DEPONENT

**VERIFICATION**

Verified on this.....day of.....2023 at.....that  
 I/We.....S/o.....  
 ...Prop./Partners/Managing Director of M/s..... (address)  
 .....that all the information stated above is true  
 and correct to the best of my knowledge and belief and nothing material has been concealed therefrom..

**Deponent**

*Ch*

*dm*

*BS*

*mas*

*Q*

*Hz*

## Financial Strength of the Bidder/Manufacturer FORM- BD (FS) VII

### Certificate on Financial Strength

(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the financial year 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 any of the 3 Financial Years. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

Financial Information	Financial Year					Average
	2022-23	2021-22	2020-21	2019-20	2018-19	
	Audited	Audited	Audited	Audited	Audited	
Total Annual Turnover						
<b>STATUS OF INCOME TAX RETURN</b>						
Date of filing ITR						
Net worth ( Positive / Negative )						
Net worth ( in amt,)						

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:  
firm

Signature and seal of the CA

Place:

UDIN :.....

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**Power of Attorney for Signing of Bid  
Form-BD (PA)-VIII**

**Format for Power of Attorney for Signing of Application  
(On a Stamp Paper of Rs 100/-)  
Power of Attorney**

We, .....[*name and address of the registered office*]  
do hereby constitute, appoint and authorize Mr. / Ms. ....(*name and residential address*) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the TIA*]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

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

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Form-BD (UA)- IX

Affidavit

Declaration by Bidder regarding Qualifications

{to be filled by the bidder}

(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)

To,  
Chief Electoral Officer  
Office of the Chief Electoral Officer, Uttarakhand  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

Declaration by Bidder

We, M/s. .... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that In relation to my/our bid submitted for " Selection of Printer for in printing and supply of various Handbooks, Compendiums ,Manuals and Leaflet etc, for upcoming General Election Lok Sabha conforming to specifications in Bid & ECI standards in response to the

Ref. No.----- d Dated -----  
as an Owner/ Partner/ Director/ Auth. Signatory of , I/ We hereby declare that: -

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

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g) We do not have any previous transgressions with any entity in India or any other country during the last three years.

h) We do not have any debarment or black-listed by any other procuring entity.

i) We have complied and shall continue to comply with the Code of Integrity as specified in the bid document and Uttarakhand Procurement Rules 2017 and relevant applicable rules and regulations in Public Procurement and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

j) We agree to extend the validity of bid submitted on the communication of the PE.

k) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid

l) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.

m) We have submitted only one bid.

n) We give our in-principle consent to be selected subject the terms and conditions of this tender.

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

p) I/We, also certify that the various books and booklets which will be published and supplied as per the direction of the PE and mentioned in the Bid document.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No.[insert number &date]for supply of [insert the name of the Goods/subject matter of the Tender], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this .....Day of ....., 20.....

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person



**Form-BD (UA)-X  
SELF-DECLARATION**

**CERTIFICATE OF CONFORMITY/ NO DEVIATION  
{ To be filled by the bidder }**

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

**CERTIFICATE**

This is to certify that, the specifications of services and resources which I/ We have mentioned in the Bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

Thanking you,

Authorised Signatory: -

Seal of the Organization: -

Date: Place:

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FORM-BD-(FS) -XI

FINANCIAL BID COVER LETTER & FORMAT COVER LETTER

{to be submitted by the bidder on his Letter head

To, {Procuring Entity}, \_

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

Dated: \_\_\_\_\_

Dear Sir,

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

/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of \_\_\_\_\_ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name

: Designation

## Indicative Financial Bid Format

**Note:** {To be submitted by the bidder only in BoQ format (.XLS) available at E-Procurement portal

**This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final. Bidder has to quote per unit price of all the books, failing which financial proposal of bidder shall be considered unresponsive and will be rejected by Bid Evaluation Committee**

### Price Schedule

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only

Sl. No.	Name of the Book	No of Pages	Size	Paper Quality	Qty.	Unit Price of Commodity or Goods excluding GST (in Numeral)
1	01-Manual on DEMP, 2023 Edition 2 Color-Multicolor Centre staple Binding	62	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350	
2	02-Checklist of CEO, 2023 Edition 2 Color-Multicolor Perfect Binding	80	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	160	
3	03-Checklist of SO Edition 1 Color-Multicolor Centre staple Binding	12	8.5 X 11	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	3250	
4	04-Handbook for Sector Officer Edition 1 Color-Multicolor Centre staple Binding	38	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	3250	
5	05-Manual on Vulnerability Mapping, 2023 Edition 2 Color-Multicolor Centre staple Binding	36	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1050	
6	06-Handbook for Polling Agent Edition 2 Color-Multicolor Centre staple Binding	84	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	13000	
7	07-Manual on Electoral Risk Management FINAL Edition 2 Color-Multicolor Centre staple Binding	96	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350	
8	08-Manual on Force Deployment FINAL-2023 Edition 2 Color-Multicolor Perfect Binding	204	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350	

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Sl. No.	Name of the Book	No of Pages	Size	Paper Quality	Qty.	Unit Price of Commodity or Goods excluding GST (in Numeral)
9	09-Handbook for Presiding Officer, 2023 Edition 2 Color-Multicolor Perfect Binding	160	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	15000	
10	10-SOP for Last 72 Hours-2023 Edition 2 Color-Multicolor Centre staple Binding	64	7.5 x 10	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1000	
11	11-Compendium of Instructions on EEM (August 2023) Edition 9 Black & White Perfect Binding	378	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350	
12	11-Compendium of Instruction on Election Expenditure Monitoring (August 2023) in Hindi Edition 9 Black & White Perfect Binding	377	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	1350	
13	14-Handbook of Returning Officer, 2023 Edition 2 Color-Multicolor Perfect Binding	450	8.5 X 11.7	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350	
14	15-CHECKLIST FOR RETURNING OFFICER, 2023 Edition 2 Color-Multicolor Perfect Binding	128	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350	
15	16-Checklist of DEO, 2023 Edition 2 Color-Multicolor Perfect Binding	116	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	160	
16	17-Dos & Don'ts for District-Election-Officers 2023 Edition 1 Color-Multicolor Centre staple Binding	48	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	160	
17	18-Dos & Don'ts for Presiding Officer Edition 1 Color-Multicolor Centre staple Binding	20	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	15000	
18	19-Dos & Don'ts for Returning Officers Edition 1 Color-Multicolor Centre staple Binding	48	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	350	

Sl. No.	Name of the Book	No of Pages	Size	Paper Quality	Qty.	Unit Price of Commodity or Goods excluding GST (in Numeral)
19	20-Dos & Don'ts for Sector Officer Edition 1 Color-Multicolor Centre staple Binding	16	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	3250	
20	21-Handbook for Counting Agent-2023 Edition 2 Color-Multicolor Centre staple Binding	40	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	2350	
21	22-Manual on Force Multipliers & Civil Measure-2023 Edition 2 Color-Multicolor Perfect Binding	68	8.5 X 11.5	Cover Page 300 GSM Art Card Matt Laminated Inner Paper White - 100 GSM Art Paper	250	

While quoting price the bidders shall include all incidental cost with printing of books i.e. cost of binding, books to be supplied to destination. As well the bidder has to ensure that the specification for the pages quality of printing and binding are as per the bid proposal

The financials of each book shall be taken on individually on case to case basis as per the L1 rate and for each book L1 will be determined on the basis of cost of unit wise.

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FORM BD(NDA)-XII

NON-DISCLOSURE AGREEMENT FORMAT OF CONFIDENTIALITY  
AND NON-DISCLOSURE AGREEMENT (TO BE SIGNED BY FIRMS/  
MANPOWER ENGAGED BY USER ORGANISATIONS)

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at \_\_\_\_\_ on this the \_\_\_\_\_ day of, 2023 (hereinafter referred to as the "Effective Date").

BY AND BETWEEN

The <> acting through his duly authorized representative «insert designation», having its official headquarters at (hereinafter referred to as << CEO ; as applicable >>) party of the First Part;

AND

« name of the vendor », a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of [ ] with its [registered/corporate/head office] situated at [ ] and acting through its authorized representative [Name of the representative] \_\_\_\_\_, contracted for the purpose of \_\_\_\_\_ vide contract/ MoD reference \_\_\_\_\_ dated \_\_\_\_\_

AND

« name of the contractual employee », S/O \_\_\_\_\_, resident of having Aadhar No. \_\_\_\_\_, contracted as <> for the period from \_\_\_\_\_ to \_\_\_\_\_ vide contract/ offer letter No. \_\_\_\_\_ dated \_\_\_\_\_ (delete the non-applicable part) (hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

**CEO Uttarakhand and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties"**

**Whereas:**

1. CEO Uttarakhand has engaged the Recipient for \_\_\_\_\_ << insert the services to be provided by the Recipient >> ("Services"). [N.B.: Details of different types of services depending on the tracks.]
2. The Recipient had represented to CEO Uttarakhand that it has the requisite professional and technical skills to provide the Services.
3. The Recipient shall be involved in provision of the Services to CEO Uttarakhand and shall therefore have access to certain information, documents, etc. provided by CEO Uttarakhand or otherwise. Further, recipient hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.

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4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data / information from the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand to the Recipient. The Recipient agrees that any information disclosed to the Recipient by the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand or acquired by the Recipient during such course will be use of exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of CEO Uttarakhand . the CEO Uttarakhand and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below.

Recipient hereby agrees and undertakes that in no condition sub-contracting of the services (governed by this agreement) shall be undertaken, as it is strictly prohibited and shall be considered violation of this agreement itself

.NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

### **Confidential Information**

6. "Confidential Information" shall mean all confidential and proprietary information of ECI / CEO/ DEO which includes but is not limited to:

6.1 all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI/CEO/DEO.

6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI / CEO/ DEO

6.3 all other information and material of ECI / CEO/ DEO relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI / CEO/ DEO intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.

6-4 Any other confidential and proprietary material and information, disclosed by ECI / CEO/ DEO in relation of this Agreement whether orally or in writing; provided that with regard to any information shared orally by ECI / CEO/ DEO to the Recipient shall be notified to the Recipient in writing as confidential within 7 days of such discussion.

6.5 Any other information provided by ECI / CEO/ DEO to the Recipient or procured by the Recipient from ECI / CEO/ DEO shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential" / "Restricted" etc. or not by ECI / CEO/ DEO; or even if the same is unclassified.

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7. Unless otherwise specified by ECI / CEO/ DEO, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI / CEO/ DEO at the time of receipt of such information; or

7.2 is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or

7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or

7.4 is independently developed by Recipient apart from the transaction as contemplated under this Agreement; or

7.5 is approved for release by written authorization of ECI / CEO/ DEO;

7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives ECI / CEO/ DEO prompt notice and assists ECI / CEO/ DEO, at ECI / CEO/ DEO expense, in obtaining an applicable protective order. Non-Disclosure Covenant

8. Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from ECI / CEO/ DEO by way of non- disclosure pursuant to this Agreement, the Recipient shall:-

8.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;

8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;

8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers: -

8.3.1 who need such information for the permitted purpose under this Agreement; and/or

8.3.2 are informed of the proprietary and confidential nature of the Information; and/or

8.3.3 under the purview of this Agreement by virtue of the Recipient's acceptance same.

8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

8.5 the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI / CEO after the expiry of the Contract for services, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

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Handwritten initials and marks: 'B S', 'M/S', and a signature.

Handwritten initials and marks: 'The', a circled 'M', and a signature.



9. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of ECI / CEO/ DEO or the Government of India including but not limited to those mentioned herein below: -

9.1 make any sketch, plan, model, or note using the Information provided by ECI / CEO/ DEO which might be, directly or indirectly, useful to any third party;

9.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by ECI / CEO/ DEO

10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:

10.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by ECI / CEO/DEO; or

10.2 use the Information provided by ECI / CEO/ DEO in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process; or

10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI / CEO/ DEO with regard to return or disposal thereof; or

10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by ECI / CEO/ DEO

### 11. Obligations of the Recipient

1. The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI / CEO/ DEO and without limitation of the foregoing, the Recipient agrees not to do the following-

11.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or

11.2 Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by ECI / CEO/ DEO

12. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.

13. The Recipient acknowledges that such Confidential Information provided by ECI / CEO/ DEO shall remain the property of ECI / CEO/ DEO and that the disclosure and/or provision of Confidential Information by ECI / CEO/ DEO is solely for the purposes as stipulated by ECI / CEO/ DEO and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI / CEO/ DEO.

14. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by ECI / CEO/ DEO that is or may be revealed to him by ECI / CEO/ DEO unless specifically authorized to do so in writing by ECI / CEO/ DEO.

15. The Recipient acknowledges that any and all the Confidential Information that maybe disclosed by ECI / CEO/ DEO under this Agreement is the valuable property of ECI / CEO/ DEO and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of ECI / CEO/ DEO will cause ECI / CEO/ DEO to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by ECI / CEO/ DEO which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of ECI / CEO/ DEO, then ECI / CEO/ DEO shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement

16. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to ECI / CEO/ DEO and/ or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.

17. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI / CEO/ DEO. However, the said permission of ECI / CEO/ DEO may be subject to:

17.1 For services - include terms which restrict the deployment of the same personnel who are working on ECI / CEO/ DEO project with any other organization without permission of ECI / CEO/ DEO during engagement with ECI / CEO/ DEO .

17.2 For products - The configuration, deployment details, etc of the products provided by the Recipient to ECI / CEO/ DEO shall not be discussed by the Recipient with any third party.

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## Penalty

18. It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, ECI / CEO/ DEO & shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, ECI / CEO further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient

agrees that nothing in this Agreement constitutes a waiver by ECI / CEO/ DEO of the right to prosecute the Recipient for any statutory violation. Miscellaneous

**19. Interpretation:**

The interpretation of ECI / CEO/ DEO with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in- house mechanism of redressal at ECI / CEO/ DEO has been exhausted.

**20. Supersession:**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.

**21. Indemnification:**

The Recipient agrees to indemnify and hold ECI / CEO/ DEO harmless for any cost, damage, losses, penalty and/ or liability or claims incurred by or made against ECI / CEO/ DEO due to any breach, non- observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.

**22. Amendments:**

The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

**23. Severability:**

If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.

**24. Waiver:**

The non-exercise of or delay in exercising any power or right by ECI / CEO/ DEO shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

**25. Relationship between the Parties:**

Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

**26. Notices**

26. Every notice, demand or other communication under this Agreement shall:

26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.

*[Handwritten signatures and initials in blue ink, including a large 'N' on the left and several illegible signatures across the bottom.]*

26.2 Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.

26.3 Be deemed to have been received:

26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;

26.3.2 If given by registered AD post or Speed post AD,48 hours after it has been put into post, [To be confirmed] and

26.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to"

26.3.4 A Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;

26.3.5 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

## 27. Governing Law and Jurisdiction:

This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate district court only.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the Chief Electoral Officer Uttarakhand represented by

Designation: \_\_\_\_\_

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

SIGNED AND DELIVERED by and on behalf of \_\_\_\_\_  
[Recipient] Represented by its Authorized Signatory / by Recipient himself, Mr. / Ms.

1. Witness No.1

2. Witness No. 2

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**FORM BD(IP)-XIII**  
**FORMAT OF INTEGRITY PACT**

Whereas **Office of Chief Electoral Officer, Uttarakhand**, headed by **Chief Electoral Officer, Uttarakhand** (hereinafter referred to as the Principal and the first party), proposes to award the *contract of* \_\_\_\_\_

and

**M/S** \_\_\_\_\_ **as a firm** (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Printing Agency/ Firm and the second party, is willing to offer/has offered the services.

Whereas the firm / printing agency is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Department under Government of Uttarakhand.

**1. OBJECTIVES**

Now, therefore, the Principal and the Printing Agency/ Firm agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and
- Enabling Printing Agency/ Firm to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

**COMMITMENTS OF PRINCIPAL**

The Principal commits itself to the following:

- The Principal undertakes that no official of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Prospective consultant, either

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for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- The Principal will, during the pre-contract stage, treat all Prospective consultants alike, and will provide to all Prospective consultants the same information and will not provide any such information to any particular Printing Agency/ Firm which could afford an advantage to that particular Printing Agency/ Firm in comparison to other prospective consultants.
- All the officials of the Principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

In case any such preceding misconduct on the part of such official (s) is reported by the Printing Agency/ Firm to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled.

## 2. COMMITMENTS OF PROSPECTIVE CONSULTANT

The Printing Agency/ Firm commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

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- a. The Printing Agency/ Firm will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - b. The Printing Agency/ Firm further undertakes that he has not given, offered or

promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Principal for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.

- c. The Printing Agency/ Firm will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - d. The Printing Agency/ Firm will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - e. The Printing Agency/ Firm confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, or any of its functionaries, whether officially or unofficially to the award of the contract to the Prospective consultant; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
  - f. The Prospective consultant, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - g. The Printing Agency/ Firm shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Printing Agency/ Firm also undertakes to exercise due and adequate care lest any such information is divulged.
  - h. The Printing Agency/ Firm commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
3. The Printing Agency/ Firm shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

#### 4. PREVIOUS TRANSGRESSION

- a. The Printing Agency/ Firm declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India, that could justify prospective consultants' exclusion from the tender process.
- b. If the Printing Agency/ Firm makes incorrect statement on this subject, Printing Agency/ Firm can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.


#### 5. COMPANY CODE OF CONDUCT

Prospective consultants are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company

#### 6. SANCTIONS FOR VIOLATION

!) Any breach of the aforesaid provisions by the Printing Agency/ Firm or any one employed by him or acting on the behalf (whether with or without the knowledge of the prospective consultant) or the commission of any offence by the Printing Agency/ Firm or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:-

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Printing Agency/ Firm and to impound any earnest money deposit, if made by the prospective consultant. However the proceedings with the other prospective consultant(s) would continue.

 b) To immediately cancel the contract, if already signed without giving any compensation to the prospective consultant.

c) To recover all sums already paid by the Principal, and in case of an Indian Printing Agency/ Firm with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Printing Agency/ Firm from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal



to the Printing Agency/ Firmin connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

d) To cancel all or any other Contracts with the prospective consultant.

e) To debar the Printing Agency/ Firm from entering into any bid from the Principal for a minimum period of five years.

f) To recover all sums paid in violation of this pact by the Prospective consultant(s) to any middleman or agent or broker with a view to securing the contract

g) If the Printing Agency/ Firm or any employee of the Printing Agency/ Firm or any person acting on behalf of the Prospective consultant, either directly or indirectly, is closely related to any of the officers of the principal, or alternatively, if any close relative of an officer of the Principal has financial interest/ stake in the Prospective consultant's firm, the same shall be disclosed by the Printing Agency/ Firm at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Prospective consultant.

h) The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

i) The Printing Agency/ Firm shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Prospective consultant. The Printing Agency/ Firm shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Prospective consultant.

ii) The decision of the Principal or his nominee to the effect that the Printing Agency/ Firm has committed breach of the provisions of this Integrity Pact shall be final and binding on the

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Prospective consultant, however the Printing Agency/ Firm can approach monitor (s) appointed for the purpose of this Pact as per the clause mentioned in this Pact agreement

## 7. FALL CLAUSE

The Printing Agency/ Firm undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Public Sector undertakings and if it is found at any stage that the similar system or subsystem was supplied by the Printing Agency/ Firm to any other Public Sector undertakings at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Printing Agency/ Firm to the principal, if the contract has already been concluded.

## 8. INDEPENDENT EXTERNAL MONITOR(S)

- a. The Principal can appoint Independent External Monitor for this Pact if required in consultation with State Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Department.
- b. The Printing Agency/ Firm accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Prospective consultant. The Printing Agency/ Firm will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- c. The Monitor is under obligation to treat the information and documents of the Prospective consultant(s)/Contractor(s)/Subcontractor(s) with confidentiality. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action.
- d. The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated shall examine the case jointly with those whom the case is referred to.

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## 9. EXAMINATION OF BOOKS OF ACCOUNTS

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine / investigate the Books of Accounts of the Printing Agency/ Firm and the Printing Agency/ Firm shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation

## 10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 11. VALIDITY

The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Printing Agency/ Firm and the principal.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of <i>Chief Electoral Officer ,Uttarakhand Office of Chief Electoral Officer Uttarakhand, Dehradun</i>	For and on behalf of
Witness	Witness

**Form-BD (BG)-XIV  
BANK GUARANTEE FORMAT**

**{to be submitted by the bidder's bank}**

**BANK GUARANTEE FORMAT – BID SECURITY**

(To be stamped in accordance with Stamp Act and to be issued by a Scheduled Commercial bank having its branch at Dehradun ,Uttarakhand and payable at par at Dehradun

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun  
Sir,

1. In accordance with your Notice Inviting Bid for vide NIB reference no. M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document. It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to > in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Chief Electoral Officer , Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun by a Bank Guarantee from a Scheduled Commercial Bank having its branch at Dehradun irrevocable and operative till the bid validity date (i.e. days from the date of submission of bid).

It may be extended if required in concurrence with the bid validity. And whereas the Bidder desires to furnish a Bank Guarantee for a sum of > to the CEO , Uttarakhand as earnest money deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the CEO, Uttarakhand of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the Office of CEO Uttarakhand shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges

and expenses caused to or suffered by or that may be caused to or suffered by the Office of CEO Uttarakhand on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the Office of CEO Uttarakhand that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Office of CEO Uttarakhand shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Office of CEO Uttarakhand and it is further declared that it shall not be necessary for the Office of CEO Uttarakhand to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Office of CEO Uttarakhand may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of Office of CEO Uttarakhand to recover the said amount of )> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to )> and our guarantee shall remain in force till bid validity period i.e. days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

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10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date .....

(Signature) .....

Place .....

(Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of: WITNESS (with full name, designation, address & official seal, if any)

1. ....

2. ....


Bank Details

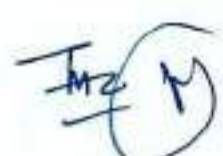
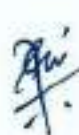
Name & address of Bank:

Name of contact person of Bank:

Contact telephone number

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## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/her favour authorizing him/her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by Scheduled Commercial Bank only.
5. Non-judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed in bid document.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

**Form-BD (PS)-XV**  
**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY**  
**(PBG) (To be stamped in accordance with Stamp Act and on a Stamp**  
**Paper to be issued by a Scheduled commercial bank having its**  
**branch at Dehradun and payable at par at Dehradun, Uttarakhand)**

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

1. In consideration of Chief Electoral Officer , Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun the having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the , Office of Chief Electoral Officer Uttarakhand through.....and .....(vendor) for the supply of goods .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said vendor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do here by undertake to pay to the Office of Chief Electoral Officer Uttarakhand an amount not exceeding Rs.....(Rupees.....only) on demand.

2. We.....(Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Office of Chief Electoral Officer Uttarakhand. Any such demand made on the bank by the Office of Chief Electoral Officer Uttarakhand shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Office of Chief Electoral Officer Uttarakhand and We.....(Indicate the name of Bank), bound ourselves with all directions given by Office of Chief Electoral Officer Uttarakhand regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).



3. We.....(indicate the name of Bank), undertake to pay to the Office of Chief Electoral Officer Uttarakhand any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to and that it shall continue to be enforceable for above specified period till all the dues of Office of Chief Electoral Officer Uttarakhand under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Office of Chief Electoral Officer Uttarakhand certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said vendor and accordingly discharges this guarantee.

5. We .....(indicate the name of Bank) further agree with the Office of Chief Electoral Officer Uttarakhand that the Office of Chief Electoral Officer Uttarakhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said vendor (s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Office of Chief Electoral Officer Uttarakhand against the said vendor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said vendor or for any forbearance, act or omission on the part of the Office of Chief Electoral Officer Uttarakhand or any indulgence by the Office of Chief Electoral Officer Uttarakhand to the said vendor (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the vendor (s).

7. We .....(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Office of Chief Electoral Officer Uttarakhand in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Office of Chief Electoral Officer Uttarakhand. Notwithstanding anything

mentioned above, our liability against this guarantee is restricted to Rs.....  
(Rupees.....only).

9. It shall not be necessary for the Office of Chief Electoral Officer Uttarakhand to proceed against the vendor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Office of Chief Electoral Officer Uttarakhand may have obtained or obtain from the contractor.

10. We ..... (indicate the name of Bank) verify that we have a branch at Dehradun. We undertake that this Bank Guarantee shall be payable at any of its branch at Dehradun. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank

Dated.....day of.....

**For and on behalf of the (indicate the Bank)**

**Signature (Name & Designation)**

**Bank's Seal**

**The above performance Guarantee is accepted by the Office of Chief Electoral Officer Uttarakhand For and on behalf of the Office of Chief Electoral Officer Uttarakhand**

**Signature**

**(Name & Designation)**

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