

OFFICE OF : CHIEF ELECTORAL OFFICER UTTARAKHAND

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

Email ID: ceo_uttaranchal@eci.gov.in
election09@gmail.com

PHONE NO. 0135- 2713760, 2713551, 2713724

No.- 1952/XXV - 25 / 2023

Dehradun,

Dated 12 October, 2023

NOTICE INVITING E -TENDER FOR SUPPLY OF STATIONERY ITEMS, COMPUTER STATIONERY, CONSUMABLE ETC. FOR DAY TO DAY OPERATION FOR THE OFFICE OF CHIEF ELECTORAL OFFICER UTTARAKHAND, DEHRADUN.

Under the provision in Uttarakhand Procurement Rules²⁰¹⁷ as amended from time to time E-Bids are invited by Chief Electoral Officer, Uttarakhand through two bids System Technical bid and Financial bid from well-established and reputed Firms who fulfil the eligibility criteria for the *Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation at the Office of Chief Electoral Officer Uttarakhand , Dehradun* (hereinafter referred to as 'the Goods'). This Tender Document above reference number, (hereinafter referred to as 'the Tender Document'), gives further details

Sr No	Particular	Detail and important dates and detail of the Tender
1	Name of Tender	Supply of Stationery items, Computer Stationery, Consumables etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun
2	Address of Tender Inviting Authority	Office of Chief Election Officer , Uttarakhand First Floor, Vishwakarma Building Uttarakhand Secretariat Subash Road, Dehradun-248001 Uttarakhand
3	Tender Document	Websites: https:// uktenders.gov.in/ and https://ceo.uk.gov.in
4	Tender Fee	INR 500 inclusive of all the taxes
5	Date of Publication	13 th October 2023 in newspaper----- and -----
6	Date and Time for Pre-bid meeting	20 th October 2023 from 1100 Hrs. at the office of Tender Inviting authority
7	Last date and time for physical submission of documents	07 th 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 th November 2023 on or before 15:00 Hrs.
9	Date and time for opening of Technical Bid	07 th November 2023 at 1530 Hrs.
10	Bid Security Fee	INR 45000 either as BG/NSC/FDR/TDR
11	Bid Validity	90 days from the last date of submission

du Be @las

Trz

(W₁)

Trz

A

SECTION-II
INSTRUCTION TO BIDDERS (ITB)

BID DATA SHEET (BDS)		
1	Reference No of Bids	No. 1952 /XXV - 25 / 2023 Dehradun, 12 October, 2023
	Name of Tender	Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun
2	Name & Address of officer as the Procuring Entity (PE)** and for clarification purposes	Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan. Uttarakhand Secretariat ,Subash Road, Dehradun-24800 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	Office of Chief Electoral Officer , Uttarakhand
3	Subject Matter of Procurement	Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun
4	FOR Destination	Office of Chief Electoral Officer , 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: https:// uktenders.gov.in/ and https://ceo.uk.gov.in
8	Bid Fee	INR 500 inclusive of all taxes payable either through Banker's Cheque or Bank Draft from a Scheduled Commercial Bank in name of ' <i>Chief Electoral Officer, Uttarakhand</i> ' payable at Dehradun
9	Bid Security and Mode of Payment	INR 45,000 (Forty Five Thousand only) BG/ FDR/ TDR in favour of 'Chief Electoral Officer, Uttarakhand ' payable at 'Dehradun' by any Scheduled Commercial Bank through either of the financial instrument FDR/TDR/ Bank Guarantee.
b	Minimum days for Bid Security	Bid Validity is 90 days from the last date of Submission , but bid security to be submitted should be at least 90 days from last date of submission of bid and additional 30 days more ie bid security should be , minimum 120 days from last day of submission Any bid security less than above minimum stated days shall make bid substantially unresponsive and summarily rejected
10	Date of Advertisement/ Bid Publication	13 th October 2023
11	Period of downloading of Bidding Document through E- Procurement (Start/ End Date)	
a	Start Date	16 th October 2023 from 1300 Hrs.
b	End Date	7 th November 2023 till 1100 Hrs.
12	Date/ Time/ Place of Pre-bid Meeting	20 th October 2023 at 1100 hrs. Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat , Subash Road, Dehradun-248001 , Uttarakhand

dm BS → @MAD Inc

(M) Me

B	Date and time for submission of Pre-Bid Queries	19 th 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- election09@gmail.com														
13	Date of submission of Documents by uploading of documents on E-Procurement Portal															
a	Start Date	25 th October 2023 from 1300 Hrs														
b	End Date	7 th November 2023 2023 till 1530 Hrs.														
14	Submission of Documents in Original and Physical Form															
a	Date of submission of documents	7 th November 2023 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"> 1. Letter of Bid- Form No BD-I 2. Bidder Information Form – BD-II 3. Bidders Performance Statement – Form No BD(PS)- III 4. Financial Strength of Bidder – Form -BD (FS)- IV 5. Power of Attorney for signing Bid- Form BD(PA)-V 6. Affidavit Undertaking by Bidder -Form -BD (AU)-VI 7. Certificate for Non-deviation 8. Manufacturer Authorization Form - Form -BD (MAF)-IX 9. Bid Security as per form Form-BD (BS) X 10. Prescribed Tender Fee 11 Documents as PAN Card GSTIN n0 <p>The documents on Sr No 5 and Sr No 6 are to be submitted in Original on a Non Judicial Stamp Paper of INR 100 each duly notarized and the scanned copy to be uploaded on e-procurement portal</p> <p>Sr no 5, 6 , 9 and 10 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.</p>														
d	Authorised Signatories	<table border="1"> <thead> <tr> <th>Constitution of the Bidder</th> <th>Signatory</th> <th>Documentation</th> </tr> </thead> <tbody> <tr> <td>Proprietorship</td> <td>Proprietor</td> <td>NA</td> </tr> <tr> <td>Partnership Firm</td> <td>Any one of the Partner duly authorized by the partnership(Partners)</td> <td>Declaration of Authorised Signatory</td> </tr> <tr> <td>Company</td> <td> <ul style="list-style-type: none"> • authorised as signatory vide duly executed Power of Attorney duly authorised vide Board Resolution. </td> <td> <ul style="list-style-type: none"> • Original Power of Attorney Document • Certified copy Board Resolution </td> </tr> </tbody> </table>	Constitution of the Bidder	Signatory	Documentation	Proprietorship	Proprietor	NA	Partnership Firm	Any one of the Partner duly authorized by the partnership(Partners)	Declaration of Authorised Signatory	Company	<ul style="list-style-type: none"> • authorised as signatory vide duly executed Power of Attorney duly authorised vide Board Resolution. 	<ul style="list-style-type: none"> • Original Power of Attorney Document • Certified copy Board Resolution 		
Constitution of the Bidder	Signatory	Documentation														
Proprietorship	Proprietor	NA														
Partnership Firm	Any one of the Partner duly authorized by the partnership(Partners)	Declaration of Authorised Signatory														
Company	<ul style="list-style-type: none"> • authorised as signatory vide duly executed Power of Attorney duly authorised vide Board Resolution. 	<ul style="list-style-type: none"> • Original Power of Attorney Document • Certified copy Board Resolution 														
15	Date/ Time/ Place of Technical Bid Opening	Date- 7 th November 2023 Time -1530 Hrs Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan Uttarakhand Secretariat Subash Road, Dehradun-248001 Uttarakhand														

M

B ⇒ @mas Jtz

A

3 M Jtz

16	Date/ Time/ Place of Financial Bid Opening	A list of Technically qualified bidders will be prepared by the Tender committee , such bidders shall be informed for date and time of opening of financial bid
17	Bid Validity	90 Days from last date of submission
18	Language of Bid	English and Hindi
19	Alternative Bid	Disallowed
20	Performance Security	<p>Performance Security is INR Twenty Five Thousand Rupees shall be submitted before signing of final contract as per form <i>Form-BD (PS) XI</i></p> <ul style="list-style-type: none"> • <i>FDR/TDR from Scheduled Commercial Bank</i> • <i>Bank Guarantee from Scheduled Commercial Bank</i> • <i>National Saving Certificates</i> <p><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></p>
		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/](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.

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.

Handwritten signatures and initials are present at the bottom left of the page, including a large checkmark and several illegible signatures.

Handwritten initials or signature at the bottom right of the page.

SECTION-III

GENERAL INSTRUCTIONS FOR BIDDERS.

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	Tender Fee, Bid Security Deposit, The responding firm / agency: a) Should have made a payment of Rs. 500 /- for the Tender Fee b) Should have submitted a Bid Security as mentioned in the NIB	a) Tender Fee either through DD/ Banker's Cheque issued through b) FDR/TDR / BG for the Bid Security as per in format Form-BD (BS)-X Scanned Copy of both the Tender Fee and Bid Security scanned copy in PDF format to be uploaded on the E- Procurement Portal The Original financial instrument is to be submitted at the office of CEO Uttarakhand before the last date of bid submission in a sealed envelope
Eligibility Document		
2	Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Form of Power of Attorney for Signing of Bid Form-BD (PA)-V Scanned copy of the Certificate/ Resolution/ Affidavit , a scanned copy of the same to be uploaded on E- Procurement Portal in Pdf. Format The Original instrument is to be submitted at the office of CEO Uttarakhand before the last date of bid submission in a sealed envelope
3	Declaration by bidders for Non-Blacklisting / Debarment or Insolvency	per Form no Affidavit Undertaking by Bidder -Form -BD (AU)-VI 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 The Original declaration on the Stamp Paper is to be submitted at the office of CEO

Handwritten signatures and initials: *dm*, *B-2*, *MAL*, *TRC*, *M*, *6*, *DM*

		Uttarakhand on or before the last date of bid submission in a sealed envelope
4	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) <i>Letter of Bid- Form No BD-I</i> <i>Bidder Information Form – BD-II</i> <i>Bidders Performance Statement – Form No BD(PS)- III</i> Financial Strength of Bidder – Form -BD (FS)- IV Form-BD (ND) VII -Certificate of conformity / non-deviation Form-BD (MA) IX Manufacture Authorization

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) <i>Form-BD (FB)VIII</i>
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

- 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.
- 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:

- Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- A Bid security instrument shall necessarily accompany the technical bid.
- 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.

Handwritten signatures and initials at the bottom of the page, including "BS", "Mas", "JTC", "M", and "f".

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 LoI 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.

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

Handwritten signatures and initials:
BE @ Mar (A) Jrc (M) H.

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 E- Procurement 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:

Based on item wise minimum rate as mentioned in this BID document.

du BSC MAS JTC 9 M P

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

Handwritten signatures and initials: *BE*, *Mal*, *JAC*, *M*

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.

dn BS (A) MAB Trz (M) R.

f) **Financial Bid shall have unit rates for each unit separately i.e. Item wise the rates shall be quoted . Interested Bidders have to provide the unit price for all the goods in the financial BOQ,**

g. Under selection method the technical qualified bidder with highest number of goods quoted with least cost per unit i.e., L1 of each unit . Such technically qualified bidder shall be ranked R1. In similar manner the technically qualified bidder with second highest number of goods , a list of these goods will be made with L1 price for each unit and same process shall be carried out till all the goods L1 per unit is identified by bid evaluation committee

h. After this , a list of such other goods quoted L1 by other technically bidders will be prepared The bidder with rank--R1 shall be invited to match L1 prices of those goods in which other technically qualified bidder have quoted L1 unit rate . In case R1 agrees to match L1 price of such goods where L1 has been quoted by other technically qualified bidder . A complete list of goods with their corresponding least cost unit either quoted by R1 as L1 or have agreed to match with L1 Prices . Secondly matching by R1 with L1 unit price of such goods should have been unconditional acceptance .

i. In case R1 partly agrees to match price for some of the goods at L1 price per unit , but for other disagrees, in such a scenario CEO office shall prepare a list of all such goods which either R1 has quoted L1 price or matched with L1 price and CEO may enter into contract with R1 subject that other conditionalities are fulfilled

j(i) .The other goods which R1 has disagreed to match L1 unit Price, the CEO shall reserve right to either to enter into contract with respective technically qualified bidders at L1 unit price of goods which have not been matched by R1 bidder .

Or

J (ii). The Chief Electoral Officer , Uttarakhand may defer procurement of such goods or few goods for which R1 has not agreed to match L1 price of other technically qualified bidder . In such a scenario CEO Uttarakhand will finalise the contract with R1 for the goods quoted L1 or agreed to match L1 price by R-1 . CEO Uttarakhand may procure such goods as per Uttarakhand Procurement Rules from time to time

(k) In case , two or more technically qualified bidders have quoted L1 unit cost for equal number of goods In such a scenario the bidder with highest turnover shall be ranked R1 and shall be offered to match with L1 unit cost of goods quoted by other bidders . If R1 agrees partially to match with L1 unit cost and do not provide acceptance to some goods . In such the other bidder with equal number of goods at L1 unit price , shall be offered to match his prices , if the bidders agree to match L1 price for all the goods , unconditionally . The TIA may enter contract with the successful bidder . In case of partial matching of the bidder , then TIA will enter in contract with R1 .

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;

dm

BE

MAS

A

TAC

12

Dr.

- 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.

dh

BSR (R)

mlas

13

M

lh

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 determined during the finalization of contract Which can be 10% of the contract value.

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 commercial 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 TIA 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.

BSA @ Mas

14/2 15

(M) 15/2

2/14

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

dn
B
M
FE
18

SECTION -IV

Eligibility Criteria & Mandatory Conditions

4. Minimum Qualifying Requirements:

The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected.

a. Legal entity of the bidder:

The bid is open to any one of the following:

- i. Companies that are incorporated in India
- ii. Partnership firm, including Limited Liability Partnerships
- iii. Sole Proprietorship firm

b. Financial Eligibility:

- i. The Bidder must have an average annual turnover of at least Rs.15 Lacs (Rupees Fifteen Lacs) in any 3 financial years out of last 5 financial years.
- ii. The bidder should have Positive Net worth for the Financial Year 22-23 and any other two financial years from 2018-19 to 2021-22.

Experience:

The bidder should have experience of executing Supply Order (SO) relating to supply of stationery items, computer stationery, consumable etc. in any Centre or State Government Departments, Centre or State PSUs any other autonomous or statutory bodies of Centre or State Government, Local Bodies as follows:

- i. At least 3 orders each with a minimum Supply Order value of Rs. 20000 (Twenty Thousand Only) each

or,

- ii. At least 2 order each with a minimum SO value of Rs. 30000 (Thirty Thousand only) each

Or

- iii. At least 1 order with a minimum Supply Order value of Rs above INR 50,000) (Fifty Thousand only

The date of Supply Order should be after 01.04.2018. Only SO executed as on the date of submission will be accepted. SO and proof of completion of the supply for all projects need to be submitted as proof of all experience.

d. General criteria

The bidder should not have been blacklisted by the Central or State government or any other agency of the previously mentioned, on ground of involvement of the bidder in corrupt or fraudulent practices, non-fulfilment of the terms of the engagement or any other matter.

e. 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 F 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 has to technically qualify and submit documents , failing which the firm will be technically disqualified

f. Criteria for Technical Qualification .

Sr No	Criteria	Documents
1	The Bidder must have an average annual turnover of at least Rs. 15 Lacs (Rupees Fifteen Lacs) only in any 3 financial years out of last 5 financial years.	Copies of the Audited balance sheet for the 3 financial years should be submitted along with ITR Return copy
2	The bidder should have Positive Net worth for the Financial Year 22-23 and any other two financial years from 2018-19 to 2021-22.	Certificate from the Chartered Accountant should be enclosed for turnover and positive net worth in the last Three financial years with above certificate to be issued by CA firm with UDIN mandatorily generated and certificate uploaded (As per Financial Strength of the Bidder/Manufacturer Form-BD(FS)-IV ie Certificate on Financial Strength)
3	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	1, Exemption from Tender Fee and Bid Security , only when d firm is registered by Director Industry , Uttarakhand Only . 2.Copy or Acknowledgement of Udyog Aadhar Card
4	At least five years of business for Government Supplies in Consumable , Stationery and Computer Stationery etc.	Copy of Work Order along with Completion Certificate from the respective Supply Order (SO)
5	The bidder should have experience of executing Supply Order (SO) relating to supply of goods in any Government Departments, PSU, Local Bodies any other statutory body where the majority stakeholder is Government, as follows: i. At least 3 orders each with a minimum SO value of Rs. 20000 (Twenty Thousand Only) each in any single financial year or, ii. At least 2 orders each with a minimum SO value of Rs. 30000 (Thirty Thousand only) each in any single financial year	(as per Performance Statement (Last 5 Years Form-BD (PS) -III ie Performance Statement

iii. At least 1 order with a minimum SO value of Rs above INR 50,000 (Fifty Thousand only in any of the financial year	
--	--

✓

Ch

dm
Q
135
mas

Inc 21

(M) Inc

SECTION V

SCHEDULE OF SUPPLY WITH OTHER CONDITIONS AND PENALTIES TO BE CHARGED DUE TO DELAY IN SUPPLY, SUB-STANDARD OR NOT IN ACCORDANCE TO STANDARD AS PROVIDED IN CONTRACT AND OTHERS

The Office of Chief electoral Officer ,Uttarakhand for its daily operation and functioning requires Stationery , Printable Stationery , Computer Accessories , Printer Cartridge and Consumables etc. . Such goods and items are usually procured from time to time as per the requirement . These goods are procured through from local market as per the Uttarakhand Procurement Rules.

The Office of Chief Electoral Officer , Uttarakhand has invited bid for Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun . The bidders have been provided a list of various commodities / goods in following Categories

- Printable Stationery (Logo and Name of Chief Electoral Officer , Uttarakhand
- Office Stationery
- Cartridge of different types of Printers , Photostat
- Consumables

The bidders have to provide unit price of each good , the bidders have to mandatorily provide unit price of all goods (with exception Cartridge of different types of Printers , Photostat). As bidders ready to supply cartridges of printers. Such bidders financial quote unit price of Cartridge shall be tabulated only when Manufacture Authorization has been issued by OEM . This Certificate is to be scanned and uploaded on E-Procurement Portal with documents uploaded for technical evaluation.

In case the firm does not annex the MAF such a bidder shall be considered technically disqualified for the item of Cartridge of different types of Printers , Photostat even if the firm has provided price per unit of each cartridge in the financial bid.

The Successful bidder shall submit the Manufacture Authorisation in Original before signing of contract and it shall be a part of contract.

In no condition or in any scenario any bill/voucher raised by the successful bidder for the goods shall not be more than the MRP Price

Time Period of Contract

The contract shall be initially for one year from signing of contract at the Lowest Unit Price of each goods separately either quoted or matched . On the basis of performance and timeliness to

dm

BS

A

M/As

A

supply the goods CEO, Uttarakhand may extend the contract for one additional year , on same unit price of each commodity

Penalty due to Delay in supplying of Goods

In case the vendor fails to provide the goods within the time limit stated in the Supply Order . In first two instances of delay a written notice shall be issued to vendor with warning . In case the vendor fails to meet time after two warnings

.In subsequent two warnings 0.25% of the supply order value shall be deducted for number of days the supply of good has delayed. The percent on delay is tabulated on daily basis and in case during election period no delay shall be accepted and the CEO office may procure such goods from Open Market with a penalty of INR 2500 or any excess differential amount over the unit price agreed as the lowest unit price for particular good which ever is minimum

Penalty due to Sub- Standard Goods or standard not in accordance to bid/ contract

In case the vendor supply sub standard goods or standard not in accordance to supply schedule of bid or contract or shortage of goods in term of supply order . invoice raised and actual quantity received. In first two instance , a written notice shall be issued and the goods supplied shall be returned to vendor's representative whether on same day or when issued . Such goods in accordance to standard shall be supplied to CEO office on the same day as returned to it and goods which are short immediately provided to Office.

In next two instances a penalty of 10 percent shall be charged on the total supply order and goods in accordance to the standard as defined to be provided on the same day . The goods that were short a penalty of 10 percent of value of goods that were short or less than Units stated in SO and invoice

Immediate termination of Contract due to recurring delay in supply , Sub-Standard Goods or not as per terms of contract and either duplicate or reused material supplied

In case of above delay by vendor to supply goods or substandard goods are supplied or goods not as per specification laid in bid/contract is fifth time or in case of any duplicate, reused, refurbished goods are supplied . the CEO Uttarakhand may terminate the contract and forfeit his Performance Bank Guarantee also and debar the firm for future procurement for not more than five years

Location / Delivery of goods

The successful bidder shall undertake the supply of goods at the Office of CEO ,Uttarakhand , First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat in Dehradun

Handwritten signatures and initials at the bottom of the page, including a large checkmark on the left, and a date stamp '23'.

A Supply Order shall be issued to the vendor from time to time as per the requirement of office. The Supply Order will provide a stipulated date and time to supply the goods. The stipulated time has to be strictly adhered, failing which due damages and penalties shall be imposed

Fall Clause

The price charged for the goods supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the goods of identical description to any other person during the period of the contract. If at any time, during the said period, the vendor reduces the sale price of such goods or sells such goods to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Office of CEO Uttarakhand and price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly red

A tentative list of goods is annexed, as per requirement of office Supply Order shall be issued to vendor specifying the Good that may be procured. Quantity as well date and time will be mentioned in the Supply order. The estimated supply of these goods on annual basis may be around 12 Lac to 15 Lac, spread across the year. In election year this amount can increase by 20% to 25%

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

SCHEDULE OF SUPPLY

Sl. No.	Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office	Unit
A Printable Stationery		
1	Envelops multicolour with logo and office Address printing (11x5 white & sunshine paper) 75 GSM (Estimated Quantity-2500)	Per 100
2	White envelops (Printed) with logo and office Address printing (11x5 white & sunshine paper) 75 GSM (Estimated Quantity-2000)	Per 100
3	Plain Envelop (size 11x5) (Estimated Quantity-500)	Per 100
4	File cover with logo and office Address printing Min. 400 GSM (as per sample) (Estimated Quantity-1000)	Per piece
5	Folder (plastic) with logo and office Address printing (with Pocket) (Estimated Quantity-1000)	Per piece
6	Pad of 100 leaves 75 GSM (Estimated Quantity-1000)	
B Office Stationery		
7	All pin- Make: zebra, bell or equivalent I (26 MM, NW 70 Gm)	Per Packet
8	Binder clip (Set of 12 Pieces): 19 MM (Estimated Quantity-100)	Per Packet
9	Binder clip (Set of 12 Pieces): 25 MM (Estimated Quantity-100)	Per Packet
10	Binder clip (Set of 12 Pieces): 32 MM (Estimated Quantity-50)	Per Packet
11	Carbon (Kores/Camlin or equivalent) (Set of 100 Sheets) (Estimated Quantity-5)	Per 100
12	Tape Packing brown 1" (Estimated Quantity-20)	Per Piece
13	Tape Packing brown 2" (Estimated Quantity-100)	Per Piece
14	Tape Packing brown 3" (Estimated Quantity-200)	Per Piece
15	Tape Packing Transparent 1" (Estimated Quantity-100)	Per Piece
16	Tape Packing Transparent 2" (Estimated Quantity-200)	Per Piece
17	Tape Packing Transparent 3" (Estimated Quantity-50)	Per Piece
18	Stapler (Kangaroo/Kores/ Max or equivalent) HD-10 (Estimated Quantity-50)	Per Piece
19	Stapler (Kangaroo/Kores/ Max or equivalent) HD-45 (24x6) Estimated Quantity-100)	Per Piece
20	Gum (Camlin/ Camel or equivalent) 50 ML (Estimated Quantity-20)	Per Piece
21	Gum (Camlin/ Camel or equivalent) 150 ML (Estimated Quantity-10)	Per Piece
22	Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AA) (Estimated Quantity-50)	Per Piece
23	Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AAA) (Estimated Quantity-50)	Per Piece
24	Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AA) (Estimated Quantity-20)	Per Piece
25	Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AAA) (Estimated Quantity-20)	Per Piece
26	Punching Machine (Kangaroo or equivalent) 280 (Estimated Quantity-50)	Per Piece
27	Punching Machine (Kangaroo or equivalent) 500 (Estimated Quantity-30)	Per Piece
28	Punching Machine (Kangaroo or equivalent) 600 (Estimated Quantity-20)	Per Piece
29	Glue Stick 15gm. (Kores/Fevi stick or equivalent) (Estimated Quantity-500)	Per Piece
30	High Lighter (Pen) (Luxor/Faber castle or equivalent) (Estimated Quantity-200)	Per Piece
31	High Lighter (Luxor/Faber castle or equivalent) (Estimated Quantity-100)	Per Piece
32	Permanent Marker (Camlin/ Luxor or equivalent) (Estimated Quantity-50)	Per Piece
33	Paper Weight (Acrylic) Boss/ASVEE (Best Quality) (Estimated Quantity-20)	Per Piece
34	Peon Book (200 Page) laser paper (Estimated Quantity-30)	Per Piece
35	Register (Make: Monarch/RB or equivalent)- Superior Quality Bill register (page 80) (Estimated Quantity-5)	Per Piece
36	Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register. with cloth Binding (page 300) (Estimated Quantity-5)	Per Piece
37	Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register with cloth Binding (page 600) (Estimated Quantity-3)	Per Piece
38	Register (Make: Monarch/RB or equivalent)- Superior Quality Dispatch register (page 600) (Estimated Quantity-10)	Per Piece

✓

du

→

(Handwritten signature)

25

(Handwritten signature)

(Handwritten signature)

39	Register (Make: Monarch/RB or equivalent)- Superior Quality Receipt register (page 600) (Estimated Quantity-10)	Per Piece
40	Register (Make: Monarch/RB or equivalent)- Superior Quality Driver Log book (page 200) (Estimated Quantity-30)	Per Piece
41	Register (Make: Monarch /RB or equivalent)- Superior Quality Permanent issue register (Page 400) (Estimated Quantity-5)	Per Piece
42	Line register Page 120 (Estimated Quantity-50)	Per Piece
43	Line register Page 180 (Estimated Quantity-30)	Per Piece
44	Line register Page 240 (Estimated Quantity-20)	Per Piece
45	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 60 (Estimated Quantity-50)	Per Piece
46	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 80 (Estimated Quantity-100)	Per Piece
47	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 120 (Estimated Quantity-30)	Per Piece
48	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 180 (Estimated Quantity-20)	Per Piece
49	Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 80 sheets (Estimated Quantity-300)	Per Piece
50	Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 120 sheets (Estimated Quantity-200)	Per Piece
51	Stapler pin (kangaroo/Kores or equivalent) No. 10-1 M (Estimated Quantity-100)	Per Piece
52	Stapler pin (kangaroo/Kores or equivalent) No. HP45 24/6 (Estimated Quantity-50)	Per Piece
53	Rubber stamp super quality (Estimated Quantity-20)	Per piece
54	Rubber stamp (self-impression) (Estimated Quantity-20)	Per piece
55	Plastic A4 Report File Folder - Superior Quality (Estimated Quantity-500)	Per Piece
56	Plastic Legal-size Report File Folder - Superior Quality (Estimated Quantity-500)	Per Piece
57	Separator - FS size (Best Quality) (Set of 30 Piece)	Per Piece
58	Spiral note book 160 pages (75 gsm) (Estimated Quantity-500)	Per piece
59	Photo Glossy Paper 180 GSM (Estimated Quantity-50)	Per packet
60	Photo Glossy Paper 254 GSM (Estimated Quantity-20)	Per packet
61	Sketch Pen Set (Estimated Quantity-50)	Per packet
62	Packing Cloth White (Markin) (Estimated Quantity-50)	Per Mtrs
63	Meeting Folder (Full Scape) Bag type cotton jute bag (Estimated Quantity-200)	Per piece
64	Plastic clip writing board	Per Piece
65	White board marker (Camlin/ Cello/ Luxor or equivalent)	Per Piece
66	Whitener pen (Faber Castel/ Cello/ Camlin or equivalent)	Per Piece
67	Rim A4 size (75 GSM) Make: JK Red or equivalent (Estimated Quantity-1000)	Per Rim
68	Rim A3 size (75 GSM) Make: JK Red or equivalent (Estimated Quantity-50)	Per Rim
69	Rim FS size (Legal) (75 GSM) Make: JK Red or equivalent (Estimated Quantity-50)	Per Rim
70	Rim Green(Pipe) Paper (Legal) (80GSM) - JK Green or equivalent (Estimated Quantity-10)	Per Rim
71	Address label, 24 label per page (for laser printer A4 size) Century (Estimated Quantity-50)	Per Rim
72	Attendance register (Laser paper) - Superior Quality Page 80 (Estimated Quantity-2)	Per Piece
73	Attendance register (Laser paper) - Superior Quality Page 120 (Estimated Quantity-5)	Per Piece
74	Attendance register (Laser paper) - Superior Quality Page 180 (Estimated Quantity-5)	Per Piece
75	Attendance register (Laser paper) - Superior Quality Page 240	Per Piece
76	Basta Cloth Khadi Size 90x90 Cm. (Estimated Quantity-100)	Per Piece
77	File pad Size 10x15 36" (Dori 4x27 flap) - Superior Quality	Per Piece
78	Calculator (Citizen/Casio 12 digit or equivalent) (Estimated Quantity-10)	Per Piece
79	Cutter (Natraj or equivalent) Medium (Estimated Quantity-20)	Per Piece
80	Cutter (Natraj or equivalent) Big (Estimated Quantity-20)	Per Piece

81	Dak Pad (Neel gagen or equivalent) - Superior Quality (Estimated Quantity-20)	Per Piece
82	File lace, 24 inch Length, (thick), 100 piece packet	Per Piece
83	Measuring scale plastic 12" (Natraj or equivalent) (Estimated Quantity-50)	Per Piece
84	Measuring scale plastic 6" (Natraj or equivalent) (Estimated Quantity-20)	Per Piece
85	Pen (Black, Blue, Green & Red) Reynold 0.45 or equivalent (Estimated Quantity-800)	Per Piece
86	Pen (Black, Blue, Green & Red) Add gel Achiever or equivalent (Estimated Quantity-100)	Per Piece
87	Pen (Black, Blue, Green & Red) Uni-ball pen (eye) Micro or equivalent (Estimated Quantity-50)	Per Piece
88	Pen (Black, Blue, Green & Red) Uni-ball pen Jetstream SX-210 or equivalent (Estimated Quantity-50)	Per Piece
89	Pen (Black, Blue, Green & Red) Impact gel or equivalent (Estimated Quantity-50)	Per Piece
90	Pen (Black, Blue, Green & Red) Parker Pen or equivalent Estimated Quantity-30)	Per Piece
91	Pen (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent (Estimated Quantity-30)	Per Piece
92	Pen (Black, Blue, Green & Red) Pilot - 0.7 or equivalent (Estimated Quantity-50)	Per Piece
93	Pen (Black, Blue, Green & Red) Pilot Hi-Tec point V10 Grip or equivalent (Estimated Quantity-50)	Per Piece
94	Refill (Black, Blue, Green & Red) Reynold 0.45 or equivalent	Per Piece
95	Refill (Black, Blue, Green & Red) Add gel Achiever or equivalent	Per Piece
96	Refill (Black, Blue, Green & Red) Impact gel or equivalent	Per Piece
97	Refill (Black, Blue, Green & Red) Parker Pen or equivalent	Per Piece
98	Refill (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent	Per Piece
99	Refill (Black, Blue, Green & Red) Add gel roller or equivalent	Per Piece
100	Paper Flags (3x3) (Century/3M or equivalent) three colour (Estimated Quantity-100)	Per Piece
101	Paper Flags (Single colour) Size - 3x3 (Estimated Quantity-50)	Per Piece
102	Paper Flags (Single colour) Size - 3x4 (Estimated Quantity-30)	Per Piece
103	Paper Flags (Single colour) Size - 3x6 (Estimated Quantity-20)	Per Piece
104	Index file (solo, Neel Gagan or equivalent) - Superior Quality (Estimated Quantity-10)	Per Piece
105	Transparent Folder A4 (Solo/trio) (Set of 20 Piece) (Estimated Quantity-50)	Per Piece
106	Transparent Folder FS (Solo/trio) (Set of 20 Piece) (Estimated Quantity-50)	Per Piece
107	Ring binder file (solo, Neel Gagan or equivalent) - Superior Quality (Estimated Quantity-50)	Per Piece
108	Stamp pad (Ashoka or equivalent) Size 110x70 mm (Estimated Quantity-20)	Per Piece
109	Note sheet Tag (8 inch) (Pamami/Sup. or equivalent) (Estimated Quantity-50)	Per Piece
110	Extension Board with min. 6 points and min. 5 mtr. Wire (Belkin) with one year warranty (Estimated Quantity-10)	Per Piece
111	Scissor Medium size (8" Inch) (Kangaroo/Gem or equivalent) - Superior Quality (Estimated Quantity-20)	Per Piece
112	U-Clip/Gem clip Plastic coated (100)	Per Piece
113	Board Pin (Soldier/Scoder & other superior quality)	Per Piece
114	Mouse Pad (Logitech/i-Ball & other superior quality)	Per Piece
115	Box Files (RJS) (Nos) (Estimated Quantity-20)	Per Piece
116	Calling bell (Nos) Electric wireless (Battery) (Estimated Quantity-10)	Per Piece
C Computer Accessories and Printer and Photostat Cartridge		
117	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 16 GB (Estimated Quantity-20)	Per Piece
118	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 32GB (Estimated Quantity-50)	Per Piece
119	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 64 GB (Estimated Quantity-100)	Per Piece

M

Re

dh B Z @ M/S J-27 (M) P.S.

120	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 232 GB (Estimated Quantity-50)	Per Piece
121	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 1TB (Estimated Quantity-5)	Per Piece
122	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 2TB (Estimated Quantity-5)	Per Piece
123	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 4TB (Estimated Quantity-2)	Per Piece
124	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 8TB (Estimated Quantity-5)	Per Piece
125	Optical Mouse (USB) (Logitech/HP//Dell or equivalent) (Estimated Quantity-10)	Per Piece
126	Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece
127	Keyboard (USB) (Logitech/HP/Dell or equivalent) (Estimated Quantity-10)	Per Piece
128	Keyboard (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece
129	Optical Mouse (USB) (Logitech/HP//Dell or equivalent) (Estimated Quantity-10)	Per Piece
130	Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece
131	Keyboard (USB) (Logitech/HP/Dell or equivalent) (Estimated Quantity-10)	Per Piece
132	Keyboard (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece
133	HP 103A Black Neverstop Toner Reload Kit - W1103A Class OEM (Estimated Quantity-20)	Per Piece
134	HP Black Managed LaserJet Toner Cartridge - W9190MC Class OEM (Estimated Quantity-25)	Per Piece
135	HP Yellow Managed LaserJet Toner Cartridge - W9192MC Class OEM (Estimated Quantity-15)	Per Piece
136	HP Magenta Managed LaserJet Toner Cartridge - W9193MC Class OEM (Estimated Quantity-15)	Per Piece
137	HP Cyan Managed LaserJet Toner Cartridge - W9191MC Class OEM (Estimated Quantity-15)	Per Piece
138	HP Q2612AC Black LaserJet Toner Cartridge - Q2612AC Class OEM (Estimated Quantity-50)	Per Piece
139	HP CC388AC Black LaserJet Toner Cartridge - CC388AC Class OEM (Estimated Quantity-30)	Per Piece
140	HP 955XL Yellow Original Ink Cartridge - L0S69AA Class OEM (Estimated Quantity-10)	Per Piece
141	HP 955XL Black Original Ink Cartridge - L0S72AA Class OEM (Estimated Quantity-10)	Per Piece
142	HP 955 XL Cyan Ink Cartridge L0S63C Class OEM (Estimated Quantity-10)	Per Piece
143	Toner cartridge for xerox B7025 (Estimated Quantity-30)	Per Piece
144	Toner cartridge for xerox B1025 (Estimated Quantity-20)	Per Piece
D Consumables		
145	Surf (Detergent Powder) (Estimated Quantity-12)	Per Piece
146	Vim Dish Wash Bar (Estimated Quantity-25)	Per Piece
147	Phenyl 5 letter (Estimated Quantity-20)	Per bottle
148	Broom Stick (Phool Jhadu) (Estimated Quantity-25)	Per Piece
149	Naphthalene Balls (Estimated Quantity-50)	Per packet
150	Harpic 500ml (Estimated Quantity-50)	Per bottle
151	Floor Cleaning Cloth (Pocha) (Estimated Quantity-100)	Per Piece
152	Toilet Hand wash 500ml (Estimated Quantity-50)	Per bottle
153	Room freshener (Estimated Quantity-50)	Per Piece
154	Duster White (Estimated Quantity-100)	Per Piece
155	Tea kettle Thermo steel (500 ml) (Cello/Milton or equivalent) (Estimated Quantity-5)	Per Piece
156	Water Jug plastic (2 ltr.) (Cello/Milton or equivalent) (Estimated Quantity-5)	Per Piece
157	Water glass - (Borosil or equivalent) - 295ml(Plain) (Set of 6 Glass) (Estimated Quantity-10)	Per Set

BZ @mas R Jc 28

158	Mosquito machine (All out/Good Knight or equivalent) with Refill 45ml. (Estimated Quantity-20)	Per Piece
159	Mosquito refill 45ml. (All out/Good Knight or equivalent) (Estimated Quantity-50)	Per Piece
160	Mosquito Killer Spray 600ml. (Hit or equivalent) (Estimated Quantity-50)	Per Piece
161	Plastic Dust Bin Big (Estimated Quantity-5)	Per Piece
162	Plastic Dust Bin Medium (Estimated Quantity-5)	Per Piece
163	Plastic Dust Bin Small (Estimated Quantity-10)	Per Piece
164	Plastic Paddle Dust Bin Big (Estimated Quantity-5)	Per Piece
165	Plastic Paddle Dust Bin Medium (Estimated Quantity-5)	Per Piece
166	Plastic Paddle Dust Bin Small (Estimated Quantity-20)	Per Piece
167	Duster cloth (cotton/khadi) size 45x45 Cm. (Estimated Quantity-100)	Per Piece
168	Air Freshener refill for Air Freshener Machine (AIR WICK or equivalent) (Estimated Quantity-50)	Per Piece
169	Cup and saucer (Bone China) (Estimated Quantity-10)	Per Set
170	Wall Clock (super brand) 2.50 Ft. (Estimated Quantity-5)	Per Piece
171	Toilet paper roll (Estimated Quantity-50)	Per Pkts.
172	Towel (Big white in colour) 30"X 60" Inches) (Estimated Quantity-50)	Per piece
173	Tray (small) for cup & saucer (Good Quality) (Estimated Quantity-10)	Per piece
174	Tray (Big) for cup & saucer (Good Quality) (Estimated Quantity-10)	Per piece
175	Soft tissue Paper (Estimated Quantity-100)	Per Pkts.

* GST as per applicable and time to time approved by Government.

✓

OK

du PS R @mas

ITZ 29

(M) [Signature]

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

B3

MAR

30

5

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]*

✓

de

dm BZ

MAR

31

(M) 31

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;

BZ (M)al 32

- 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.

✓

h

①
de BE

mas

TH 23

①
✍

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) **"Subcontractor"** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- 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

dm
B =

MAS

A

11/23/24

5

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 constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date 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 affected 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) 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 the bidding document. 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 districts and/ or their offices/ locations mentioned in the PO/ WO.

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 there from, as may be made pursuant to the Contract.

Q

dm

PS

MAS

TRZ 37

M

h

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

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.

dm B S @mas A
JTC 38 M

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.

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.

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

dm

BZ

MAS

JRC 39

M

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 Section VI)

ii) Submission of an irrevocable Bank Guarantee as of specified to the Client in the format (as per Form No BD(PS)- XI

b) The vendor has supplied the goods within the stipulated date and time, the goods supplied are in conformance to standard as laid down in contract and as per the supply order at the Office of CEO, Uttarakhand Dehradun.

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

I. The vendor shall raise invoice for the supply as per the Supply order . Supply order issued to the vendor shall includes detail of quantity required ,time period with which supply has to be made and the detail of goods in terms of quality and brand as per the contract . The vendor invoice shall include details of goods supplied , rate per unit of respective goods as per the contract .

II. All remittance charges will be borne by the supplier/ selected bidder.

ds
BS
MKS

40
N

- 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) Liquidated Damages (LD)

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

- Delay of one day to the stipulated time period stated in work order 0.5% percent per day of the Supply order for first five days delay
- If delay exceeds after day five i.e. delay of six days or more up to tenth day 2.5% percent of first five days and 1% percent per day of the supply order for the next five days (ie Day 6th to Day 10th)
- In case beyond 10th day ,on 11th day 7.5 Percent per day liquidated damage for first ten days and 2.5% additional 10% percent of supply order shall be charged

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

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

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

e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is

dh

BS

MAB

41

M

ck

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 .

23) 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

24) 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.

25) 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 to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

26) 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

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 07 days of occurrence of such

CR

BS MAB RA J242 (2)

event. Unless otherwise directed by CEO Uttarakhand , 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 21 days, 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.'

27) 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 thirty (30) 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: -

Q

Q

dm B

MAB

Hz 43

M J.

- 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

dm BS @MS

44

29) 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 thirty 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

Part -IV

Special Condition of Contract

1. Time Period of Contract

The contract shall be initially for one year from signing of contract at the Lowest Unit Price of each goods separately either quoted or matched . On the basis of performance and timeliness to supply the goods CEO, Uttarakhand may extend the contract for one additional year , on same unit price of each commodity

2. Penalty due to Delay in supplying of Goods

In case the vendor fails to provide the goods within the time limit stated in the Supply Order . In first two instances of delay a written notice shall be issued to vendor with warning . In case the vendor fails to meet time after two warnings

.In subsequent two warnings 0.25% of the supply order value shall be deducted for number of days the supply of good has delayed. The percent on delay is tabulated on daily basis and in case during election period no delay shall be accepted and the CEO office may procure such goods from Open Market with a penalty of INR 2500 or any excess differential amount over the unit price agreed as the lowest unit price for particular good whichever is minimum

3. Penalty due to Sub- Standard Goods or standard not in accordance to bid/ contract

In case the vendor supply sub-standard goods or standard not in accordance to supply schedule of bid or contract or shortage of goods in term of supply order , invoice raised and actual quantity received. In first two instance , a written notice shall be issued and the goods supplied shall be returned to vendor's representative whether on same day or when issued . Such goods in accordance to standard shall be supplied to CEO office on the same day as returned to it and goods which are short immediately provided to Office.

In next two instances a penalty of 10 percent shall be charged on the total supply order and goods in accordance to the standard as defined to be provided on the same day . The goods that were short a penalty of 10 percent od value of goods that were short or less than Units stated in SO and invoice

4. Immediate termination of Contract due to recurring delay in supply , Sub-Standard Goods or not as per terms of contract and either duplicate or reused material supplied

In case of above delay by vendor to supply goods or substandard goods are supplied or goods not as per specification laid in bid/contract is fifth time or in case of any duplicate, reused, refurbished

Q

dm BC M/S R MZ⁴⁶ W

goods are supplied , the CEO Uttarakhand may terminate the contract and forfeit his Performance Bank Guarantee also and debar the firm for future procurement for not more than five years

5. Location / Delivery of goods

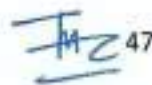
The successful bidder shall undertake the supply of goods at the Office of CEO ,Uttarakhand , First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat in Dehradun

A Supply Order shall be issued to the vendor from time to time as per the requirement of office. The Supply Order will provide a stipulated date and time to supply the goods. The stipulated time has to be strictly adhered , failing which due damages and penalties shall be imposed

6. Fall Clause

The price charged for the goods supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the goods of identical description to any other person during the period of the contract. If at any time, during the said period, the vendor reduces the sale price of such goods or sells such goods to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Office of CEO Uttarakhand and price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly red

A tentative list of goods is annexed , as per requirement of office Supply Order shall be issued to vendor specifying the Good that may be procured. ,Quantity as well date and time will be mentioned in the Supply order . The estimated supply of these goods on annual basis may be around 12 Lac to 15 Lac , spread across the year . In election year this amount can increase by 20% to 25%



SECTION -VII
FORMS AND FORMATS

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		
Sr No	Name of Form and Formats	Details of Documents to be submitted and the manner to be submitted (scanned copies should have been duly signed by authorized representative)
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	Financial Strength of the Bidder/Manufacturer Form-BD(FS) -IV -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-Proc Portal . Bidder to all scan and upload the Annual financial statement and a copy of Income tax return also
5	Power of Attorney for Signing of Bid Form-BD (PA)-V	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
6	Undertaking by the Bidder Form-BD (UA)-VI 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
7	Form-BD (ND) VII 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
8	Form-BD (FD) VIII 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
9	Form-BD (MA)-IX Manufacturer Authorization Form (MAF)	To be signed and duly stamped by the OEM , on the letter head of OEM. Scanned copy to be uploaded in E- Proc in technical section

Handwritten mark

Handwritten mark

Handwritten mark

Handwritten signatures and initials: BS, MAB, etc.

Handwritten signatures and initials: JTC, etc.

		Successful bidder to submit Original MAF before signing of contract
10	Form-BD(BG)-X Bank Guarantee format for Bid Security	Format of BG in which s 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
11	Registration of firm with various government authorities	Copy of PAN Card Copy of GST No 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
12	Documents in terms of Schedule of supply	Any Brochure or booklets related to schedule of supply to be uploaded
13	Tender Fee	Either DD/ Bank Che ^{que} 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
14	Other Documents	Any other document , registration or affiliation which bidder want to provide

A

Q

Q

dm

BS

mas

TIA 49

M

SECTION- VII
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

[Handwritten signatures and initials]

[Handwritten initials: BE, MAS, A, TAC 50, R]

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

Q

Q

dm B2

MAS

21

M

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

Signature and seal of the Authorized representative

h
h

13 *132* *(M)* *(M)*

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:

	1st	2nd
(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 Manufacturer¹ 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 Authorized representative

[Handwritten signature]

¹ Where bidder is not the manufacturer

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

Performance Statement (Last 5 Years)

Form-BD (PS) -III 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							

R

Signature and seal of the
Authorized representative

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 contract
- Q*

**Financial Strength of the Bidder/Manufacturer
Form-BD(FS) -IV**

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						
STATUS OF INCOME TAX RETURN						
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 :.....

(Handwritten signatures and initials)

dm 1309

MUS

Triz⁵⁵

M

Ch

Power of Attorney for Signing of Bid
Form-BD (PA)-V
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 ofas 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.*

✓

OK

BE Mas

TR 56

**Undertaking by the Bidder
Form-BD (UA)-VI**

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 100 /- not older than 6 months and 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

In relation to my/our bid submitted for " s in response to the

Ref. No.----- dated -----as an Owner/ Partner/ Director/ Auth. Signatory of ,

I/ We hereby declare that: -

- a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in 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.
- 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.

dh

BS



14/05/17





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.

s) 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 thisDay of, 20.....

SEAL OF THE ORGANIZATION

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

(N)

JA 58 (N)

BE @ MAS

24

**Form-BD (ND) VII
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

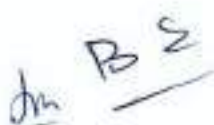
This is to certify that, the specifications of services and resources which I/ We have mentioned in the Bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from 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:



Form-BD (FD) VIII
FINANCIAL BID COVER LETTER & FORMAT COVER LETTER
{to be submitted by the bidder on his Letter head}

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

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

(Handwritten signature)
(Handwritten initials)
(Handwritten initials)
(Handwritten initials)

(Handwritten initials)
(Handwritten initials)

FINANCIAL BOQ
RATE OF EACH ITEM TO GIVEN IN UNIT PRICE
(BOQ)

Sl. No.	Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office	Units	Unit Price of Commodity or Goods excluding GST (in Numeral)
1	Envelops multicolour with logo and office Address printing (11x5 white & sunshine paper) 75 GSM (Estimated Quantity-2500)	Per 100	
2	White envelops (Printed) with logo and office Address printing (11x5 white & sunshine paper) 75 GSM (Estimated Quantity-2000)	Per 100	
3	Plain Envelop (size 11x5) (Estimated Quantity-500)	Per 100	
4	File cover with logo and office Address printing Min. 400 GSM (as per sample) (Estimated Quantity-1000)	Per piece	
5	Folder (plastic) with logo and office Address printing (with Pocket) (Estimated Quantity-1000)	Per piece	
6	Pad of 100 leaves 75 GSM (Estimated Quantity-1000)		
7	All pin- Make: zebra, bell or equivalent (26 MM, NW 70 Gm)	Per Packet	
8	Binder clip (Set of 12 Pieces): 19 MM (Estimated Quantity-100)	Per Packet	
9	Binder clip (Set of 12 Pieces):25 MM (Estimated Quantity-100)	Per Packet	
10	Binder clip (Set of 12 Pieces): 32 MM (Estimated Quantity-50)	Per Packet	
11	Carbon (Kores/Camlin or equivalent) (Set of 100 Sheets) (Estimated Quantity-5)	Per 100	
12	Tape Packing brown 1" (Estimated Quantity-20)	Per Piece	
13	Tape Packing brown 2" (Estimated Quantity-100)	Per Piece	
14	Tape Packing brown 3" (Estimated Quantity-200)	Per Piece	
15	Tape Packing Transparent 1" (Estimated Quantity-100)	Per Piece	
16	Tape Packing Transparent 2" (Estimated Quantity-200)	Per Piece	
17	Tape Packing Transparent 3" (Estimated Quantity-50)	Per Piece	
18	Stapler (Kangaroo/Kores/ Max or equivalent) HD-10 (Estimated Quantity-50)	Per Piece	
19	Stapler (Kangaroo/Kores/ Max or equivalent) HD-45 (24x6) (Estimated Quantity-100)	Per Piece	
20	Gum (Camlin/ Camel or equivalent) 50 ML (Estimated Quantity-20)	Per Piece	
21	Gum (Camlin/ Camel or equivalent)150 ML (Estimated Quantity-10)	Per Piece	
22	Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AA) (Estimated Quantity-50)	Per Piece	
23	Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AAA) (Estimated Quantity-50)	Per Piece	
24	Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AA) (Estimated Quantity-20)	Per Piece	
25	Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AAA) (Estimated Quantity-20)	Per Piece	
26	Punching Machine (Kangaroo or equivalent) 280 (Estimated Quantity-50)	Per Piece	
27	Punching Machine (Kangaroo or equivalent) 500 (Estimated Quantity-30)	Per Piece	
28	Punching Machine (Kangaroo or equivalent) 600 (Estimated Quantity-20)	Per Piece	
29	Glue Stick 15gm. (Kores/Fevi stick or equivalent) (Estimated Quantity-500)	Per Piece	
30	High Lighter (Pen) (Luxor/Faber castle or equivalent) (Estimated Quantity-200)	Per Piece	
31	High Lighter (Luxor/Faber castle or equivalent) (Estimated Quantity-100)	Per Piece	

dh Bz Mas

51

M

Q

Sl. No.	Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office	Units	Unit Price of Commodity or Goods excluding GST (in Numeral)
32	Permanent Marker (Camlin/ Luxor or equivalent) (Estimated Quantity-50)	Per Piece	
33	Paper Weight (Acrylic) Boss/ASVEE (Best Quality) (Estimated Quantity-20)	Per Piece	
34	Peon Book (200 Page) laser paper (Estimated Quantity-30)	Per Piece	
35	Register (Make: Monarch/RB or equivalent)- Superior Quality Bill register (page 80) (Estimated Quantity-5)	Per Piece	
36	Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register with cloth Binding (page 300) (Estimated Quantity-5)	Per Piece	
37	Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register with cloth Binding (page 600) (Estimated Quantity-3)	Per Piece	
38	Register (Make: Monarch/RB or equivalent)- Superior Quality Dispatch register (page 600) (Estimated Quantity-10)	Per Piece	
39	Register (Make: Monarch/RB or equivalent)- Superior Quality Receipt register (page 600) (Estimated Quantity-10)	Per Piece	
40	Register (Make: Monarch/RB or equivalent)- Superior Quality Driver Log book (page 200) (Estimated Quantity-30)	Per Piece	
41	Register (Make: Monarch /RB or equivalent)- Superior Quality Permanent issue register (Page 400) (Estimated Quantity-5)	Per Piece	
42	Line register Page 120 (Estimated Quantity-50)	Per Piece	
43	Line register Page 180 (Estimated Quantity-30)	Per Piece	
44	Line register Page 240 (Estimated Quantity-20)	Per Piece	
45	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 60 (Estimated Quantity-50)	Per Piece	
46	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 80 (Estimated Quantity-100)	Per Piece	
47	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 120 (Estimated Quantity-30)	Per Piece	
48	Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 180 (Estimated Quantity-20)	Per Piece	
49	Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 80 sheets (Estimated Quantity-300)	Per Piece	
50	Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 120 sheets (Estimated Quantity-200)	Per Piece	
51	Stapler pin (kangaroo/Kores or equivalent) No. 10-1 M (Estimated Quantity-100)	Per Piece	
52	Stapler pin (kangaroo/Kores or equivalent) No. HP45 24/6 (Estimated Quantity-50)	Per Piece	
53	Rubber stamp super quality (Estimated Quantity-20)	Per piece	
54	Rubber stamp (self-impression) (Estimated Quantity-20)	Per piece	
55	Plastic A4 Report File Folder - Superior Quality (Estimated Quantity-500)	Per Piece	
56	Plastic Legal-size Report File Folder - Superior Quality (Estimated Quantity-500)	Per Piece	
57	Separator – FS size (Best Quality) (Set of 30 Piece)	Per Piece	
58	Spiral note book 160 pages (75 gsm) (Estimated Quantity-500)	Per piece	
59	Photo Glossy Paper 180 GSM (Estimated Quantity-50)	Per packet	
60	Photo Glossy Paper 254 GSM (Estimated Quantity-20)	Per packet	
61	Sketch Pen Set (Estimated Quantity-50)	Per packet	
62	Packing Cloth White (Markin) (Estimated Quantity-50)	Per Mtrs	
63	Meeting Folder (Full Scape) Bag type cotton jute bag (Estimated Quantity-200)	Per piece	
64	Plastic clip writing board	Per Piece	

dh

BZ

M/As

Q

62
JAC (M)

Sl. No.	Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office	Units	Unit Price of Commodity or Goods excluding GST (in Numeral)
65	White board marker (Camlin/ Cello/ Luxor or equivalent)	Per Piece	
66	Whitener pen (Faber Castel/ Cello/ Camlin or equivalent)	Per Piece	
67	Rim A4 size (75 GSM) Make: JK Red or equivalent (Estimated Quantity-1000)	Per Rim	
68	Rim A3 size (75 GSM) Make: JK Red or equivalent (Estimated Quantity-50)	Per Rim	
69	Rim FS size (Legal) (75 GSM) Make: JK Red or equivalent (Estimated Quantity-50)	Per Rim	
70	Rim Green(Pipe) Paper (Legal) (80GSM) - JK Green or equivalent (Estimated Quantity-10)	Per Rim	
71	Address label, 24 label per page (for laser printer A4 size) Century (Estimated Quantity-50)	Per Rim	
72	Attendance register (Laser paper) - Superior Quality Page 80 (Estimated Quantity-2)	Per Piece	
73	Attendance register (Laser paper) - Superior Quality Page 120 (Estimated Quantity-5)	Per Piece	
74	Attendance register (Laser paper) - Superior Quality Page 180 (Estimated Quantity-5)	Per Piece	
75	Attendance register (Laser paper) - Superior Quality Page 240	Per Piece	
76	Basta Cloth Khadi Size 90x90 Cm. (Estimated Quantity-100)	Per Piece	
77	File pad Size 10x15 36" (Dori 4x27 flap) - Superior Quality	Per Piece	
78	Calculator (Citizen/Casio 12 digit or equivalent) (Estimated Quantity-10)	Per Piece	
79	Cutter (Natraj or equivalent) Medium (Estimated Quantity-20)	Per Piece	
80	Cutter (Natraj or equivalent) Big (Estimated Quantity-20)	Per Piece	
81	Dak Pad (Neel gagen or equivalent) - Superior Quality (Estimated Quantity-20)	Per Piece	
82	File lace, 24 inch Length, (thick), 100 piece packet	Per Piece	
83	Measuring scale plastic 12" (Natraj or equivalent) (Estimated Quantity-50)	Per Piece	
84	Measuring scale plastic 6" (Natraj or equivalent) (Estimated Quantity-20)	Per Piece	
85	Pen (Black, Blue, Green & Red) Reynold 0.45 or equivalent (Estimated Quantity-800)	Per Piece	
86	Pen (Black, Blue, Green & Red) Add gel Achiever or equivalent (Estimated Quantity-100)	Per Piece	
87	Pen (Black, Blue, Green & Red) Uni-ball pen (eye) Micro or equivalent (Estimated Quantity-50)	Per Piece	
88	Pen (Black, Blue, Green & Red) Uni-ball pen Jetstream SX-210 or equivalent (Estimated Quantity-50)	Per Piece	
89	Pen (Black, Blue, Green & Red) Impact gel or equivalent (Estimated Quantity-50)	Per Piece	
90	Pen (Black, Blue, Green & Red) Parker Pen or equivalent Estimated Quantity-30)	Per Piece	
91	Pen (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent (Estimated Quantity-30)	Per Piece	
92	Pen (Black, Blue, Green & Red) Pilot - 0.7 or equivalent (Estimated Quantity-50)	Per Piece	
93	Pen (Black, Blue, Green & Red) Pilot Hi-Tec point V10 Grip or equivalent (Estimated Quantity-50)	Per Piece	
94	Refill (Black, Blue, Green & Red) Reynold 0.45 or equivalent	Per Piece	
95	Refill (Black, Blue, Green & Red) Add gel Achiever or equivalent	Per Piece	
96	Refill (Black, Blue, Green & Red) Impact gel or equivalent	Per Piece	
97	Refill (Black, Blue, Green & Red) Parker Pen or equivalent	Per Piece	
98	Refill (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent	Per Piece	

ch

BE

MAS

T-63

M. J. 1

Sl. No.	Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office	Units	Unit Price of Commodity or Goods excluding GST (in Numeral)
99	Refill (Black, Blue, Green & Red) Add gel roller or equivalent	Per Piece	
100	Paper Flags (3x3) (Century/3M or equivalent) three colour (Estimated Quantity-100)	Per Piece	
101	Paper Flags (Single colour) Size - 3x3 (Estimated Quantity-50)	Per Piece	
102	Paper Flags (Single colour) Size - 3x4 (Estimated Quantity-30)	Per Piece	
103	Paper Flags (Single colour) Size - 3x6 (Estimated Quantity-20)	Per Piece	
104	Index file (solo, Neel Gagan or equivalent) - Superior Quality (Estimated Quantity-10)	Per Piece	
105	Transparent Folder A4 (Solo/trio) (Set of 20 Piece) (Estimated Quantity-50)	Per Piece	
106	Transparent Folder FS (Solo/trio) (Set of 20 Piece) (Estimated Quantity-50)	Per Piece	
107	Ring binder file (solo, Neel Gagan or equivalent) - Superior Quality (Estimated Quantity-50)	Per Piece	
108	Stamp pad (Ashoka or equivalent) Size 110x70 mm (Estimated Quantity-20)	Per Piece	
109	Note sheet Tag (8 inch) (Pamami/Sup. or equivalent) (Estimated Quantity-50)	Per Piece	
110	Extension Board with min. 6 points and min. 5 mtr. Wire (Belkin) with one year warranty (Estimated Quantity-10)	Per Piece	
111	Scissor Medium size (8" Inch) (Kangaroo/Gem or equivalent) - Superior Quality (Estimated Quantity-20)	Per Piece	
112	U-Clip/Gem clip Plastic coated (100)	Per Piece	
113	Board Pin (Soldier/Scoder & other superior quality)	Per Piece	
114	Mouse Pad (Logitech/i-Ball & other superior quality)	Per Piece	
115	Box Files (RJS) (Nos) (Estimated Quantity-20)	Per Piece	
116	Calling bell (Nos) Electric wireless (Battery) (Estimated Quantity-10)	Per Piece	
117	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 16 GB (Estimated Quantity-20)	Per Piece	
118	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 32GB (Estimated Quantity-50)	Per Piece	
119	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 64 GB (Estimated Quantity-100)	Per Piece	
120	Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 232 GB (Estimated Quantity-50)	Per Piece	
121	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 1TB (Estimated Quantity-5)	Per Piece	
122	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 2TB (Estimated Quantity-5)	Per Piece	
123	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 4TB (Estimated Quantity-2)	Per Piece	
124	Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 8TB (Estimated Quantity-5)	Per Piece	
125	Optical Mouse (USB) (Logitech/HP/Dell or equivalent) (Estimated Quantity-10)	Per Piece	
126	Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece	
127	Keyboard (USB) (Logitech/HP/Dell or equivalent) (Estimated Quantity-10)	Per Piece	
128	Keyboard (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece	
129	Optical Mouse (USB) (Logitech/HP/Dell or equivalent) (Estimated Quantity-10)	Per Piece	

Sl. No.	Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office	Units	Unit Price of Commodity or Goods excluding GST (in Numeral)
130	Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece	
131	Keyboard (USB) (Logitech/HP/Dell or equivalent) (Estimated Quantity-10)	Per Piece	
132	Keyboard (Wireless) (Logitech/HP/Dell or equivalent) (Estimated Quantity-20)	Per Piece	
133	HP 103A Black Neverstop Toner Reload Kit - W1103A Class OEM (Estimated Quantity-20)	Per Piece	
134	HP Black Managed LaserJet Toner Cartridge - W9190MC Class OEM (Estimated Quantity-25)	Per Piece	
135	HP Yellow Managed LaserJet Toner Cartridge - W9192MC Class OEM (Estimated Quantity-15)	Per Piece	
136	HP Magenta Managed LaserJet Toner Cartridge - W9193MC Class OEM (Estimated Quantity-15)	Per Piece	
137	HP Cyan Managed LaserJet Toner Cartridge - W9191MC Class OEM (Estimated Quantity-15)	Per Piece	
138	HP Q2612AC Black LaserJet Toner Cartridge - Q2612AC Class OEM (Estimated Quantity-50)	Per Piece	
139	HP CC388AC Black LaserJet Toner Cartridge - CC388AC Class OEM (Estimated Quantity-30)	Per Piece	
140	HP 955XL Yellow Original Ink Cartridge - L0S69AA Class OEM (Estimated Quantity-10)	Per Piece	
141	HP 955XL Black Original Ink Cartridge - L0S72AA Class OEM (Estimated Quantity-10)	Per Piece	
142	HP 955 XL Cyan Ink Cartridge L0S63C Class OEM (Estimated Quantity-10)	Per Piece	
143	Toner cartridge for xerox B7025 (Estimated Quantity-30)	Per Piece	
144	Toner cartridge for xerox B1025 (Estimated Quantity-20)	Per Piece	
145	Surf (Detergent Powder) (Estimated Quantity-12)	Per Piece	
146	Vim Dish Wash Bar (Estimated Quantity-25)	Per Piece	
147	Phenyl 5 liter (Estimated Quantity-20)	Per bottle	
148	Broom Stick (Phool Jhadu) (Estimated Quantity-25)	Per Piece	
149	Naphthalene Balls (Estimated Quantity-50)	Per packet	
150	Harpic 500ml (Estimated Quantity-50)	Per bottle	
151	Floor Cleaning Cloth (Pocha) (Estimated Quantity-100)	Per Piece	
152	Toilet Hand wash 500ml (Estimated Quantity-50)	Per bottle	
153	Room freshener (Estimated Quantity-50)	Per Piece	
154	Duster White (Estimated Quantity-100)	Per Piece	
155	Tea kettle Thermo steel (500 ml) (Cello/Milton or equivalent) (Estimated Quantity-5)	Per Piece	
156	Water Jug plastic (2 ltr.) (Cello/Milton or equivalent) (Estimated Quantity-5)	Per Piece	
157	Water glass - (Borosil or equivalent) - 295ml(Plain) (Set of 6 Glass) (Estimated Quantity-10)	Per Set	
158	Mosquito machine (All out/Good Knight or equivalent) with Refill 45ml. (Estimated Quantity-20)	Per Piece	
159	Mosquito refill 45ml. (All out/Good Knight or equivalent) (Estimated Quantity-50)	Per Piece	
160	Mosquito Killer Spray 600ML. (Hit or equivalent) (Estimated Quantity-50)	Per Piece	
161	Plastic Dust Bin Big (Estimated Quantity-5)	Per Piece	
162	Plastic Dust Bin Medium (Estimated Quantity-5)	Per Piece	
163	Plastic Dust Bin Small (Estimated Quantity-10)	Per Piece	
164	Plastic Paddle Dust Bin Big (Estimated Quantity-5)	Per Piece	
165	Plastic Paddle Dust Bin Medium (Estimated Quantity-5)	Per Piece	

Sl. No.	Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office	Units	Unit Price of Commodity or Goods excluding GST (in Numeral)
166	Plastic Paddle Dust Bin Small (Estimated Quantity-20)	Per Piece	
167	Duster cloth (cotton/khadi) size 45x45 Cm. (Estimated Quantity-100)	Per Piece	
168	Air Freshener refill for Air Freshener Machine (AIR WICK or equivalent) (Estimated Quantity-50)	Per Piece	
169	Cup and saucer (Bone China) (Estimated Quantity-10)	Per Set	
170	Wall Clock (super brand) 2.50 Ft. (Estimated Quantity-5)	Per Piece	
171	Toilet paper roll (Estimated Quantity-50)	Per Pkts.	
172	Towel (Big white in colour) 30"X 60" Inches (Estimated Quantity-50)	Per piece	
173	Tray (small) for cup & saucer (Good Quality) (Estimated Quantity-10)	Per piece	
174	Tray (Big) for cup & saucer (Good Quality) (Estimated Quantity-10)	Per piece	
175	Soft tissue Paper (Estimated Quantity-100)	Per Pkts.	

* GST as per applicable and time to time approved by Government.

h

2

ch B.T.C. @mas

166 (N)

**Form-BD (MA)-IX
MANUFACTURER AUTHORIZATION**

{to be submitted by the bidder through the OEM}

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

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: NIB Ref. No. _____ dated _____

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others } to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, during the warranty / Maintenance period. We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of Sale within next 3 years from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of Service/ Support within next 3 years from the date of bid submission.

Yours faithfully,
For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Seal of the OEM Firm

Name,

Designation & Contact No.

Address: _____

ⓐ

ⓑ

✓

de

BS

MAS

TH 57

ⓓ

ⓔ

Form-BD BG)-X
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

[Handwritten signatures and initials]

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a signature in the middle, and a circled signature on the right.

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.

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

(A)

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten mark]

[Handwritten signature]

[Handwritten mark] 69

[Handwritten mark]

[Handwritten mark]

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.

Handwritten signatures and marks at the bottom of the page, including a large signature, a circled mark, and the text "BS" and "70" next to another circled mark.

**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.....datedmade 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.....(rupeesonly), 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).

Q

R

Q

dh BS @

71

(M)

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)

(Handwritten signatures and initials)

BDS	Bid Data Sheet
BG	Bank Guarantee
CEO	Chief Electoral Officer
DD	Demand Draft
EMD	Earnest Money Deposit
FDR	Fixed Deposit Receipt
ITB	Instruction to Bidder
LoA/ LoI	Letter of Award/ Letter of Intent
NIB	Notice Inviting Bid
NSC	National Saving Certificate
PE	Procuring Entity
PS/PSD	Performance Security/ Performance Security Deposit
TDR	Time Deposit Receipt
TIE	Tender Inviting Authority

Handwritten signature

Handwritten mark

du B2 @mas

Itz⁷⁴