

**Office of Chief Electoral Officer,  
UT of Jammu & Kashmir,**

**Darul Intikhab M A Road Srinagar – 190 001**

**Phone: 0194-2452654, Fax: 0194-2473609**

**Nirvachan Bhawan, Rail Head Complex, Jammu – 180 001**

**Phone: 0191-2477519 Fax: 0191- 2477389**



**"Greater Participation for a Stronger Democracy"**

**सत्यमेव जयते**

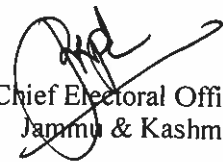
e-NIT No. CEO/Accts/2023-24/291

Dated: 18-12-2023

For and on behalf of the Lt. Governor of Jammu & Kashmir, UT, e-tender is invited from registered agencies/firms for printing of Photo Electoral Roll for the all assembly constituencies of UT of J&K as per detail mentioned in the Bid document of e-tender.

01.	Date of publishing of tender notice	18/12/2023.
02.	Period of downloading of documents	18/12/2023 to 01/01/2024.
03.	Date of submission of online documents	18/12/2023 to 01/01/2024 upto 01:30 PM.
04.	Date of opening of e-tender	01/01/2024 at 3:30 PM.

The tender documents along with other terms and conditions of the e- NIT and relevant documents can be downloaded from the registered website [jktenders.gov.in](http://jktenders.gov.in) and departmental website [ceojk.nic.in](http://ceojk.nic.in). The bidders shall have to upload scanned copies of all necessary documents like CDR/Treasury Receipt (Earnest Money/Tender Fee) Registration Certificate duly renewed/GST Registration Certificate/SSI Certificate/Turnover Certificate of last three years. The Bidder shall have to pay the e-Bid Document Fee in the shape of Treasury receipt (TR)/ Treasury Challan/ DD (Non-refundable) from any Nationalized / Scheduled Bank. Scanned Copy of the same shall be up-loaded with the Technical Bid Documents. Original Copy of the Tender Fee, in case of DD only, shall be submitted with Hard copy of the Bid in separate envelope in the office of Chief Electoral Officer, J&K, Jammu on or before opening of Techno-Commercial bids.

  
Chief Electoral Officer  
Jammu & Kashmir

No.: CEO/Accts/2023/501-03

Dated: 18-12-2023

Copy to:

1. Director, Information & Publicity Department, J&K, Srinagar for information and with request to publish the above tender in two leading newspapers one each from Kashmir and Jammu Division and also publish the same in the leading National newspaper.
2. Deputy Chief Electoral Officer Jammu/Kashmir for information.
3. Incharge Website IT Section O/O Chief Electoral Officer, J&K for information and with the request to upload the e-tender in the website of [jktenders.gov.in](http://jktenders.gov.in) and [ceojk.nic.in](http://ceojk.nic.in)



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**"Greater Participation for a Stronger Democracy"**

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**REQUEST FOR PROPOSAL**

**FOR**

**SHORTLISTING OF AGENCY FOR**

**PRINTING OF ELECTORAL ROLL**

**E-Tender Document**

E-Tender No:-CEO/Acctts/2023-24/291 Dated: 18/12/2023

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
1.	Notice Inviting Tender No. and Date	CEO/Acctts/2023-24/291 Dated: 18/12/2023
2.	Name of work	Printing of Electoral Roll
3.	Date of issue of E-Tender	18/12/2023
4.	Mode of Tender Submission Website	Online (www.jktenders.gov.in)
5.	Pre bid meeting	22/12/2023
6.	Last date & time of submission of bids	01/01/2024 1:00 pm.
7.	Date & time of opening of Technical Bids	01/01/2024 1:30 pm.
8.	Date & time of opening Price-Bid	To be notified later
9.	Cost of Tender Document (Non-refundable)	INR 2000/- (RUPEES TWO THOUSAND ONLY)  The Bidder shall have to pay the e-Bid Document Fee in the shape of Treasury receipt (TR)/ Treasury Challan/ DD (Non-refundable) from any Nationalized / Scheduled Bank. Scanned Copy of the same shall be up-loaded with the Technical Bid Documents. Original Copy of the Tender Fee, in case of DD only, shall be submitted with Hard copy of the Bid in separate envelope in the office of Chief Electoral Officer, J&K, Jammu on or before opening of Techno-Commercial bids.

10.	Earnest Money Deposit (Refundable)	<p>The bidders should, furnish as Earnest Money Deposit (EMD) in the form of a Demand Draft from any Scheduled Bank of Rs. 6,60,000/- (Rupees Six Lakh Sixty Thousand only) in favour of Accounts Officer O/O Chief Electoral Officer, J&amp;K &amp; payable at Jammu. The proposals received without the EMD will be summarily rejected. The EMD in case of MSME shall be exempted as per rule.</p> <p>a. In the case of unsuccessful bidders, the EMD will be refunded at the earliest.</p> <p>b. The EMD is liable to be forfeited in case the bidder backs out from the offer, after submission of the bid or after the acceptance of the offer or fails to sign the contract. No interest shall be payable by the O/O CEO, J&amp;K UT on the Earnest Money Deposited.</p>
11.	Estimated cost	The total estimated project cost is Rs. 330.00 lakh.
12.	Contact Address	Email :ceo-jk@nic.in, aoceo2023@gmail.com,
13.	Method of Selection	Selection shall be done on the least cost method.

## 1. Scope of work

- a. Printing of photo electoral rolls for all assembly constituencies' of Jammu & Kashmir UT. The tentative number of sets of electoral rolls to be printed for all assembly constituencies in form of the draft and final publication of electoral rolls will be 568500.
- b. As the work of printing of photo electoral roll must be done within the given timeframethat'swhythebiddermusthavelargeinfrastructureforprinting.
- c. Detail of approximate no. Of sets and leafs to be printed is as under:

Total leaf to be printed in both side (approximate)	7125050
Total leaf to be printed in single side (approximate)	4411518
The tentative number of sets of electoral rolls to be printed for all assembly constituencies	568500

- d. The quantity mentioned in the above table is tentative and should not be considered as a commitment by the department to allot the work for all these quantities. The department will issue the work order as and when the required work arises, and it will be executed by the agency.
- e. After digital printing from PDF files, sorting, stitching work (polling station-wise), and bundling them constituency-wise, including their supply at the concerned district headquarters (Dy. DEO office), is also to be carried out by the successful bidder. The PDF files of the electoral roll shall be made available by this department along with the job order (print order), which must be collected by the printer(s) or their duly authorized representatives from the office of the chief electoral officer, J&KUTs.
- f. Printing should be done on A4 75 GSM paper.
- g. The quantity may be increased or decreased by 50%.
- h. The successful bidder will be required to print the material at their own workplace and shall supply the same at all the district headquarters (Dy. DEO office) UT of J&K.
- i. The bidder shall have to do any other type of printing work for the department on the same rates, terms and conditions of the JK Tenders bid.

## 2. Stipulated time for completion of the work

- a. The bidder should be able to print the photo electoral rolls containing data of photo electoral rolls in PDF which shall be supplied to him/her by the chief electoral office. The bidder shall have to complete the work, including delivery of the printed

electoral rolls within (10) days from the date of handing over of PDF files and job order in non-election period. In election period (i.e., from the date of announcement of elections) photo electoral rolls/supplementary lists and voter's slips are to be printed within (07) days from the handing over of the PDF files;

- b. For any delay in the supply of printed above materials, the selected bidder shall be liable to pay a fine of Rs. 5, 000/-per day for each day of delay to the chief electoral officer, J&KUT.
- c. Selected bidder shall have to ensure the secrecy, security & prevention of misuse of data given to him for printing. In case of any breach of security of data, or its misuse, would invite severe punitive action, including both, civil & criminal prosecution, as per law, including blacklisting.
- d. The selected bidder shall keep informed the office of the chief electoral officer, J&K UT of the progress report of photo electoral roll printing and delivery on daily basis. Besides, the successful bidder should nominate a person for regular liaison with CEO offices.

### **3. Eligibility Criteria: -**

The bidder should possess the following eligibility criteria during the assessment of technical bid, failing which the bid/ bidder shall be disqualified and their financial bid shall not be opened:-

#### **Part-I Technical bid**

- a. The bidding firm should be registered with the GST department and possess a valid GST registration certificate.
- b. The bidding firm should not have been blacklisted by any central/state/UT government ministry/ department.
- c. No criminal case should be registered/ pending against any of the owners/ partners/ directors of the bidding firm anywhere in India.
- d. The bidder should have been a company/firm registered under companies' act 1956/ proprietorship firm / partnership firm. Registration certificate must be uploaded.
- e. The bidders are required to upload a declaration stating that the bidder has not been black-listed by any ministry-department/PSU/organization.
- f. The bidder should have experience in the printing of at least 3 years from last 5 years.

- g. The bidder should have been registered in PF and ESI the last 3 years. The bidder must have 10 employees on their own payroll in each month of financial year 2022-23. Relevant documents should be uploaded with the technical bid.
- h. The bidder must have experience of completing printing related works of any central /state/UT govt. At least three years from last five years (2018-2019 to 2022-23) of five years.
- i. The bidder is required to upload self-attested photocopy of his GST TIN registration certificate copy of pan/GIR no. And previous three financial years income tax return i.e., 2020-21, 2021-2022 and 2022-2023 issued by the concerned authority.
- j. The bidder should be a profit-making company/firm and should have minimum annual average turnover of Rs.6.00 (six) Crore during the last 3 financial years (financial year 2020-21 to 2022-23). Audited financial statements and balance sheet certified by Ca must be uploaded with technical bid. The bidder should submit certificate by Ca to that effect.
- k. The bidder should have completed 3 or more works each having value of Rs. 30 lakh (Rupees Thirty Lakh) or above, during the three years from last five years (2018-19 to 2022-23) in any central/state/UT government departments. The experience and satisfactory performance certificate on the organization letter head duly signed by the head of the organization should also be uploaded.
- l. The bidder must have capacity/ sufficient capability to carry out the work. Bidder shall have to submit the availability of manpower and infrastructure within his premises, which may be provided as per **annexure – 2** of this bid. The bidder will not be allowed to subcontract /delegate/transfer/assign the contractor any part thereof to some other party. An affidavit by the bidder to this effect before notary/authorized magistrate will be required.
- m. A copy of the terms and conditions shall be signed on each page with the technical bid as token of acceptance of terms and conditions.
- n. The bidder should not lose the conduct of any awarded work due to unsatisfactory performance or any other reason by any government or semi-government undertaking organization. An original affidavit to this effect notarized or authorized by a magistrate, will be required from the bidder.
- o. Any bidder/agency already working on two or more projects for the CEO, J&K shall not be eligible to participate in the bid. In case any such bidder/agency applies, they shall be declared ineligible in the technical bid.
- p. Failure to comply to any of the above parameters will result in technical rejection of the bid.

**Part-II Financial Bid****Financial Bid**

<b>S. No.</b>	<b>Activity</b>	<b>Rate Quoted ( all Taxes including GST) Rates of one leaf (in Rs.)</b>
1.	Digital Printing of Photo-Electoral Rolls on A4 Size, both Side	
2.	Digital Printing of Photo-Electoral Rolls on A4 Size, Single Side.	
TOTAL		

**Pease note:**

That all rates should only be provided in the financial bid. Any agency that includes rate information in the documents of the technical bid will be disqualified in the technical bid evaluation



#### **4. Period of Contract:**

The period of contact shall be for one year. On satisfactory performance of the scope of work, it may be extended by one more year by CEO, J&K UT at its own discretion.

#### **5. Earnest money deposit**

The bidders should, furnish as Earnest Money Deposit (EMD) in the form of a Demand Draft from any Scheduled Bank of Rs. 13,40,000/- (Rupees Thirteen Lakhs Forty Thousand only) in favour of Accounts Officer O/O Chief Electoral Officer, J&K & payable at Jammu. The proposals received without the EMD will be summarily rejected. The EMD in case of MSME shall be exempted as per JK Tenders rule.

- a. In the case of unsuccessful bidders, the EMD will be refunded at the earliest.
- b. The EMD is liable to be forfeited in case the bidder backs out from the offer, after submission of the bid or after the acceptance of the offer or fails to sign the contract. No interest shall be payable by the O/O CEO, J&K UT on the Earnest Money Deposited.

#### **6. Performance Security**

Successful bidder will have to deposit e-Performance Security of 5% of the estimated cost in the shape of Bank Guarantee from any nationalized bank/scheduled commercial bank favoring of Chief Electoral Officer, J&KUT within ten working days from the date of award of work and must be valid for three years .It shall be obtained from the successful bidder on the award of the contract. Performance Security shall be returned after 30days on the expiration of the contract.

#### **7. Award of work:**

If the L1 bidder fails or demonstrates an inability to print the entire quantity as per the specified requirements within the designated period, the department reserves the right to allocate the work to the L2 bidder or distribute the work among L1, L2, etc., at the rates L1.

#### **8. No conditional rate will be accepted.**

The rates in financial bid should be inclusive of all taxes. Any expenses for District headquarters shall be inclusive in the Bid Rate .Conditional bid would be summarily rejected. The Chief Electoral Officer, J&K UT reserves the right to split the work and award it to more than1 bidder if deemed necessary.

#### **9. General Instructions**

The Bidders are requested to go through the instructions, eligibility criteria and technical specifications given in the Tender notice. Failure to furnish all required

information duly indexed and page numbered will be at the bidder's risk and may result in the rejection of the bid proposal.

Each page of the bid document should be signed by the authorized signatory and seal of the company/firm should be affixed below it, as a token of confirmation, that the tender document has been read and understood.

#### **10. Other conditions**

- a. The bids will be accepted through jk-tenders portal only. Bids received through any other means will be considered nonresponsive. No physical bids will be accepted.
- b. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids
- c. Chief electoral office, J&K reserves the rights to accept any bid, annul the bidding process and reject all the bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such action of chief electoral officer, J&K.
- d. The competent authority reserves the right to terminate/ recall the tender at any stage due to administrative reasons.
- e. CEO, J&K UT reserves the right to reject any bid proposal without assigning any reasons thereof, and the same shall not be questioned on any ground, whatsoever.
- f. Sub-contracting of the awarded work in any manner will amount to a breach of the contract. Such bidders would be disqualified and their contract would be summarily rejected.
- g. Time is the essence of the contract. The CEO, J&K UT reserves the right to cancel the order placed on any bidder and assigns the work to anyone else at the risk and cost of the aforesaid bidder in case of delay, non-compliance to specifications or any other valid reason.
- h. The bidder must have capacity/sufficient capability to carry out the work. The bidder will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.
- i. The successful bidder shall have to ensure the secrecy, security & prevention of misuse of data given to him for printing, for which he shall have to give an undertaking at the time of signing of agreement. In case of any breach of security of data, or its misuse shall invite ever punitive action, including both civil & criminal prosecution as per law shall be initiated.
- j. Delivery of printed material along with carriage charges shall be inclusive of taxes and F.O.R .Destination.
- k. Bids submitted must be unconditional and no communication will be made till the finalization. Late, delayed and conditional bids will not be accepted.
- l. At any time prior to the Last Date and Time for Bid Submission, Chief Electoral Officer, J&K may, for any reason, modify the Bidding Documents through amendments at the sole discretion of Chief Electoral Officer, J&K. All amendments shall be uploaded on JK Tenders website [www.jktenders.gov.in](http://www.jktenders.gov.in) and will be binding on those who are interested

in bidding. In order to provide prospective Bidders a reasonable time to take the amendment.

#### **11. Terms of Payment**

The Payments to the printing agency/contract or will be made by the office of Chief Electoral Officer, J&K UT after the completion of work. Payment will be made by the CEO within 30days after receipt of the invoice/bill duly verified by the concerned Deputy District Election Officer of the District.

#### **12. Taxes and Duties**

The price quoted will be inclusive of all applicable taxes including GST. TDS would be deducted as per statutory requirements.

#### **13. Termination for Insolvency**

The Chief Electoral Officer, J&K UT may at any time terminate the work awarded by giving a written notice to the bidder. Termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the O/o CEO, J&K UT.

#### **14. Penalty for delay**

For any delay in the supply of printed material, the contractor shall be liable to pay a fine of Rs.5,000/- per day for each day of delay to the Chief Electoral Officer, J&K UT. The CEO may, if he is satisfied with the reasons for this delay, waive off the penalty.

#### **15. Agreement**

Successful bidder shall have to enter into agreement with CEO J&K UT envisaging the full terms & conditions.

#### **16. Arbitration**

The dispute or difference arising between the Election Department and the bidder relating to any matter arising out of or in connection with the execution of the printing and supply of Photo Electoral Roll work assigned to the bidder, then the same shall be referred to the sole Arbitrator i.e., Administrative Secretary, Election Department. The decision of the Arbitrator shall be final and binding on both the parties subject to the proviso that the Arbitrator shall give reasoned award. The seat of arbitration shall be in Jammu.

#### **17. Jurisdiction of civil court:**

If during the course of the execution of the contract any dispute arises with the successful bidder, the civil court situated in the Jammu & Kashmir UT, alone will have jurisdiction over the dispute.

#### **18. Severability:**

In the event that any clause hereof is held to be inapplicable or void, the validity of the other clause shall not be affected, even if it appears that the present Agreement is incomplete in which situation the parties shall attempt to replace the void or unrealizable clause or to complete the missing portion with another appropriate provision in respect of the common intention of the parties and the spirit or economic goals of the agreement.

#### **19. Force Majeure**

**Definition:** For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as to be reasonably considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

#### **Force Majeure shall not include.**

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both
- Take into account at the time of the conclusion of this Agreement, and
- Avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

**ANNEXURE-1**

**OFFER COVERING LETTER**

**(TECHNICAL BID)**

To

Chief Electoral Officer,

Jammu & Kashmir UT

**Subject: JK Tenders bid No..... dated ..... for printing of photo electoral rolls.**

Dear Sir,

1. We have examined the above JK Tenders bid issued by the Chief Electoral Officer, J&K UT and we offer to execute the work – Printing of Photo Electoral Roll, as per the terms and conditions and in accordance with the price quoted, in the financial bid. We agree that the evaluation criterion is fair and binding on us.
2. We agree to abide by this officer till 180 days from the last date stipulated by the tender for submission of the bid, and our offer shall remain binding upon us and may be accepted by the Chief Electoral Officer, J&K UT any time before the expiry of that period.
3. Until the formal contract is prepared and executed, this offer, together with the Department written acceptance thereof/purchase order/letter of intent/award order shall constitute a binding contract between us.
4. We certify that the information/data/particulars furnished in our Bid proposal are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect, the department will have the right to disqualify us from the bid.
5. We undertake to comply with the terms and conditions of the RFP and subsequent pre-bid clarification/modification/revision furnished by the department in writing. We understand that the department may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully

Office Seal with Date

Signature of Bidder

## SELF DECLARATION

(Declaration by Bidder regarding Qualification)

(To be filled by the bidder)

To

Chief Electoral Officer,

J&K UT

### Declaration by Bidder

In relation to my/our bid submitted for "Printing and Supply of Photo Electoral Roll" conforming to specifications in Bid and ECI standards in response to the JK Tenders Bid Ref

No.....dated.....

asanOwner/Partner/Director/AUThorisedSignatoryof.....,I/wehere  
bydeclarethat:-

1. 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;
2. We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State/UT Government or any local authority as specified in the bidding document;
3. We are not insolvent in receivership, bankrupt or being wound up, not my/our affairs administered by a court or a judicial officer ,not have its business activities suspended and not the subject or legal proceedings for any of the foregoing reasons;
4. 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 with in a period of three years preceding the commencement of the procurement process, or not have been otherwise is qualified pursuant to debarment proceedings;
5. We are having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/UT/Central Government/PSU.
6. We do not have any previous transgressions with any entity in India or any other country during the last three years.
7. We do not have any debarment or black-listed by any other procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions as laid down in the Bidding Document during the procurement process and execution of the contract till completion of all our obligations under the contract.

9. We agree to extend the validity of bid submitted on the communication of the Procuring Entity.
10. 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.
11. 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.
12. We have submitted only one bid.
13. We give our in-principle consent to be shortlisted to mutually agree.
14. We also agree that there would be up to 3-4 shortlisted successful bidders.
15. 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 there to prescribed by Govt. of Jammu & Kashmir, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Seal of the Bidding Organization:

Date:.....

Place:.....

**PERFORMANCE SECURITY DECLARATION**

**Form of Performance Security Declaration**

The

(Procuring Entity)

Chief Electoral Officer,

J&KUT

Dear Sir,

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for "Printing and Supply of Photo Electoral Roll".

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for a period of time of ..... (Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed) starting on the date that we receive a notification from you, the election Department that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract.

We understand this Performance Security Declaration shall expire after 60days of completion of our all obligations under the Contract including Defect liability, warranty/guarantee, operation, maintenance etc. in accordance with the conditions of the Contract.

Signed:.....

Name:.....

Dated:.....

Seal:.....



**Detail Of Turnover**

<b>Sr. No.</b>	<b>Financial year</b>	<b>Turnover of the firm/company/agency from the work of printing (Digital)/ Electoral Rolls other similar work</b>
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Average Turnover of preceding Three financial years.	

### Past Experience Details

Past experience/work of printing (Digital)/Photo Electoral Rolls and other misc. printing works or similar work of State Government or Central Government or PSU etc.

<b>Sr. No.</b>	<b>Name of the work and year of award</b>	<b>Name of organization/ Agency who had awarded the work</b>	<b>Work Order/ Date</b>	<b>Total Cost of work (in Rs.)</b>	<b>Remarks</b>
1					
2					
3					

Certificate of satisfactory completion of work from the concern department/ organization must be enclosed with the profoma.

## Annexure-2

### DETAIL OF INFRASTRUCTURE AND MANPOWER

Sr. No.	Location	Manpower	Infrastructure		Remarks
			Computer	Printing Device	
1					
2					

Certificate: -

Certified that the above information is genuine and based on facts.