

GOVERNMENT OF GUJARAT

GUJARAT STATE ELECTION COMMISSION

**TENDER
FOR
PREPARATION OF WARD/ELECTORAL DIVISION
WISE/ POLLING STATION WISE / PHOTO ELECTORAL
ROLL FOR VILLAGE PANCHAYAT, TALUKA
PANCHAYAT, DISTRICT PANCHAYAT., MUNICIPALITY
& MUNICIPAL CORPORATION USING DATABASE OF
ELECTORAL ROLL OF STATE LEGISLATIVE ASSEMBLY**

Tender No: SW01072014052

Bid Processing Fees: Rs. 5,000/-
Earnest Money Deposit: Rs. 2,00,000/-



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Block no. 1, 8th floor, Udyog Bhavan,
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Date of Pre-Bid Meeting: 25th July, 2014 at 1500 hrs.
Last date of Submission of Bid: 11th August, 2014 upto 1500 hrs.
Opening of Technical Bid: 11th August, 2014 at 1600 hrs.

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SECTION I: INVITATION FOR BIDS

On behalf of the Gujarat State Election Commission, Government of Gujarat, Gujarat Informatics Ltd invites sealed tender offers (Technical and Financial) for preparation of ward/electoral division wise/ polling station wise / photo electoral roll for Village Panchayat, Taluka Panchayat, District Panchayat and Municipality & Municipal Corporation using Database of Electoral Roll of State Legislative Assembly.

Please note that this bid document is not for actual award of contract/ work order but to call the rates as per the financial bid for preparation of ward/electoral division wise/ polling station wise / photo electoral roll for Village Panchayat, Taluka Panchayat, District Panchayat and Municipality & Municipal Corporation using Database of Electoral Roll of State Legislative Assembly.

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for the said work.

The bidders may download the tender document from website of **Gujarat Informatics Limited** (www.gujaratinformatics.com) as well as from <https://gil.nprocure.com>.

Date, Time & Place of Pre-bid meeting	25th July, 2014 at 1500 hrs. Committee Room, State Election Commission, Block no. 9, 6 th floor, New Sachivalaya, Gandhinagar
Last date of submission of queries related to tender document	17th July, 2014 up to 1500 hrs. By email (vipulp@gujarat.gov.in) or Physical submission at GIL
Last date, time for Online Submission of bids online	11th August, 2014 upto 1500 hrs.
Date, time and place for Opening of Technical Bids	11th August, 2014 at 1600 hrs. Conference Room, Gujarat Informatics Ltd, Block no. 1, 8th floor, Udyog Bhavan, Gandhinagar.
Address for communication	Gujarat Informatics Ltd, Block no. 1, 8 th floor, Udyog Bhavan, Sector-11, Gandhinagar.
Bid Processing Fee	Rs. 5000/- (Rupees five thousand)
Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two lacs)
Last date & Time for submission of EMD & Bid Processing Fees (Physical)	11th August, 2014 upto 1500 hrs.. Gujarat Informatics Ltd, Block no. 1, 8th floor, Udyog Bhavan, Gandhinagar.
Validity of Tender	180 days.
Contact Person	Dr. Neeta shah, Director (e-Governance) Gujarat Informatics Ltd.
Time Limit to complete the work	As per requirement of State Election Commission time to time

1. Technical bids will be opened in the presence of tender Committee members whoever are present by using the digital signature of the committee members as well as Bidders' or their representatives who choose to attend on the specified date and time. The tender committee has been empowered to take the final decision regarding the tender.
2. In the event of the date specified for receipt and opening of bid being declared as a holiday for Gujarat State Election Commission, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
3. Gujarat Informatics Ltd/ Gujarat State Election Commission reserve the right to accept or reject any tender offer without assigning any reason.
4. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids & Demonstration will be opened.

5. Use & Release of Bidder Submissions:

GIL/ Gujarat State Election Commission is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the GIL/ Gujarat State Election Commission and may be returned at its sole discretion. The content of each Bidder's Proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.

6. The Court in city of Ahmedabad /Gandhinagar alone shall have the jurisdiction, under Indian Law applicable, to entertain any application or other proceedings in respect of disputes, if any arising out of contract if placed against this tender.
7. The Electoral Roll CD-ROMs the floppy disks and similar other software articles prepared in this connection shall be the property of the State Election Commission and will have to be deposited with the State Election Commission / District Election Officer & Collector /District Municipal Election Officer and Collector City Election Officer and Collector or any other Officers specified by the SEC in this behalf after the work is over.

SECTION II: INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTION:

- All bids must be submitted online on <https://gil.nprocure.com> website.
- The DDs of Bid Processing fee and Earnest Money Deposit will be submitted physically in Gujarat Informatics Ltd within given time limit. Late submission will not be accepted.
- Technical bids should be opened of only bidders who have submitted the EMD and Bid processing fee within given time limit.
- The incomplete Bids will be rejected without giving any reason there of.
- All documents submitted in response to this Tender shall be signed by an authorized person. All papers shall be initialed by the said authority.
- Financial bids of only technically qualified bidders will be opened.
- Actual work order should be placed by State Election Commission.
- Consortium shall not be allowed through out the work.

B. SCOPE OF WORK

The purpose of this tender is to outsource the agency who shall prepare Ward/Electoral Division wise/ Polling station wise/Photo Electoral Roll for Village Panchayat, Taluka Panchayat, District Panchayat., Municipality and Municipal Corporation using database of Electoral Roll of State legislative Assembly in formats as per direction, guidelines and supervision of State Election Commission. The CDs of the database should be availed for the same.

➤ In Local Self Government Bodies:-

- Gram Panchayat - Ward wise - Polling booth wise (As per average 800 voters)
- Taluka Panchayat - Constituency wise- Polling booth wise (As per average 800 voters)

- District Panchayat - Constituency wise - Polling booth wise (As per average 800 voters)
 - Municipalities - Ward wise - Polling booth wise (As per average 800 voters)
 - Municipal Corporation - Ward wise- Polling booth wise (As per average 800 voters)
- Above Body wise, ward / constituency wise / Polling booth wise electoral roll shall be prepared by cut- paste technique/mechanism from the data base of electoral roll of Legislative Assembly.
 - The electoral roll shall be prepared on periodical ward demarcation / formation of constituency as per the changes due to division / inclusion / changes in line of demarcation in Local Self Government Bodies.
 - The electoral roll shall be prepared after ward demarcation / formation of constituency after deciding the number of ward / constituency on publishing demographic data.
 - Necessary additions - alterations regarding deaths / transposition of voters should be made when electoral roll of local Self Government Bodies are prepared from the original electoral roll of legislative Assembly.
 - A supplementary electoral roll shall be prepared according to Electoral Registration Rules to include the names of voters possessing such eligibility date on publishing original electoral roll / brief revised electoral roll of Legislative Assembly.
 - For general supervision of electoral rolls with photographs following govt. officials will be appointed.
 - For Districts - Collectors /Electoral Registration Officer
 - For Municipal Corporations - concerned Municipal Commissioner
 - For Municipalities/ District Panchayat/ Taluka Panchayat/ Gram Panchayat – Electoral Registration Officer/ concerned Taluka Mamalatdar
 - Constituency wise soft copy / hard copy - CD of electoral roll of Legislative Assembly with photographs is available with concerned collectors.

- Electoral roll shall be prepared according to the types of Local Self Government Bodies after cut paste in ward wise/ constituency wise/ polling booth wise from this CD / soft copy / hard copy.
- State Election Commission already has **software application – Photo Electoral Roll Management System (PERMS)** for preparing ward wise / constituency wise electoral roll of Local Self Government Bodies with photographs.
- A framework for the arrangement of technical set up / office at state / district level for preparing ward wise / constituency wise / polling booth wise electoral roll and arrangement of the operator for its management shall be made by the agency as per SEC's instructions.
- Electoral rolls of Local Self Government Bodies with photographs shall be prepared as per the provisions of such laws/rules as prescribed for that purpose. Especially, as suggested by the State Election Commission electoral rolls shall be prepared in the limit of 800 (eight hundred) voters per polling station.
- Minor revision is to be made every year after preparing original electoral rolls of Local Self Government Bodies as it is briefly revised every year on publishing original electoral rolls of Legislative Assembly. Since the work of preparing electoral rolls is a continuous process, **the agency should be engaged for the next five years under this contract.**
- Electoral rolls of Local Self Government Bodies shall be prepared in new format and necessary amendments as per the electoral rolls of Legislative Assembly with Photographs prepared in a new format at that time.
- If Supplementary electoral rolls with photographs are not available, detailed supplementary electoral rolls shall be prepared without photographs.
- Conditions suggested for the work along with tender terms & conditions shall be strictly complied with while preparing electoral rolls of Local Self Government Bodies with photographs.

➤ **SEC will provide** database / CD of Legislative Assembly and also the following if necessary.

- Database of electoral roll.
- These should be returned intact safely after completion of work.

➤ **Deliverables:**

- Soft copy of Alphabetic list of 'unlinked photo images' and alphabetic list of 'remaining residual Voters on current electoral roll' for manual matching by staff of SEC.
- Soft copy of Photo Electoral Roll in PDF format.

➤ **Delivery /completion period. :**

Work shall be completed within time line finalized by State Election Commission time to time based on the requirement during the elections. In case the work will not be completed in the given time limit the agency shall be panelized as per the penalty clause the tender conditions.

ELIGIBILITY CRITERIA:

Sr. No.	Eligibility Criteria	Document to be attached
1	The bidder should be Gujarat based organization, Registered under the applicable Act, and should be in IT business for at least 3 years.	Certificate of Incorporation
2	The bidder should have experience of computerization work of Election Department, or should have experience of providing similar outsourcing services to Government Department / Public Sector Organizations.	Copy of Work orders and Clients Work Completion Certificates
3	The bidder should have the experience of at least 3 similar kind of project which having min project value Rs. 25 lacs in last two years.	Copy of Work orders and Clients Work Completion Certificates
4	The bidder should have minimum turnover Rs. 2 Crores in each of last three years in the similar kind of business.	Audited Balance Sheet & Profit & Loss account certificate should be attached. (2011-2012 & 2012-2013 & 2013-2014)
5	The bidder should have ISO 9001: 2008 or equivalent.	Relevant Certificate should be attached.
6	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of it's PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder/ Consortium Partner is not currently blacklisted by Government of Gujarat or any of it's PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.	Annexure – Self Declaration

Note: Bidders who matched all the eligibility criteria shall be qualified for the next stage. (i.e. Evaluation of Technical bids).

C. PREPARATION OF BIDS

1) Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and "the tendering Authority" in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

2) Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

3) Clarification of Bidding Documents

- 1) A prospective Bidder requiring any clarification of the bidding documents may notify the tendering Authority in writing at the tendering Authorities address indicated in the Invitation for Bids. The tendering Authority will respond in writing to any request for the clarification of any bidding documents, which it receives one day prior to deadline for submission of bids prescribed by the tendering Authority.
- 2) Pre bid meeting is fixed for clarification at Gujarat Informatics Limited, 8th Floor, Block No 1, Udyog Bhavan, Gandhinagar. In the event of any clarification required and issued in writing, it shall form the part of the tender document.

4) Amendment of Bidding Documents

- 1) At any time prior to the deadline for submission of bids, this office may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- 2) All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the tendering Authority, at its discretion, may extend the deadline for the submission of bids.

5) Language of Bid

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The tendering Authority shall only be in English language.

6) Bid Form

The Bidder shall complete the Technical Bid & Financial Bid as per format and sequence attached as Annexure respectively. The bidder shall also complete the **Bid Form** and submit along with financial bid. All documents must be uploaded on the <https://gil.nprocure.com> website.

7) Bid Prices

1. The bidder shall quote the charge as per the format given on <https://gil.nprocure.com> website.
2. If required the tendering Authority may at a later stage (i.e. after the finalization of contract or at the time of agreement) ask for a component wise break up of the price.

8) Bid Currency

Prices shall be quoted in Indian Rupees only.

9) Documents Establishing Bidder's Eligibility and Qualification

The bidder shall furnish, as part of its tender offer, documents establishing the Bidder's eligibility to participate in the tender and its qualifications to perform the Contract as mentioned in qualification Criteria section

10) Documents establishing good's Eligibility and Conformity to Bidding Documents.

1. The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
2. The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods;
3. The Bidder shall note that standards for workmanship, material and equipment, and references to International brand names or catalogue numbers designated by the tendering Authority in its Technical Specifications are intended to be descriptive only and not restrictive.

11) Earnest Money Deposit

- 1) The Bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of a DD drawn in favor of Gujarat Informatics Limited payable at Gandhinagar for an amount of **Rs.2,00,000/-**.
- 2) Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days after the decision of the commercial bid is taken.
- 3) The successful bidder's EMD will be discharged only after the completion of the contract papers.

- 4) The EMD shall be forfeited If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form or in case of a successful Bidder, if the Bidder fails: to sign the Contract; or to furnish the performance security.
- 5) No exemption for submitting the EMD will be given to any agency including SSI Units.
- 6) Any tender submitted without the EMD will be summarily rejected.
- 7) The bidder is liable to pay liquidated damages and penalty imposed by the tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

12) Period of Validity of Bids

- 1) Bids shall be valid for **180 days** after the date of bid opening. The tendering Authority shall reject a Bid valid for a shorter period as non-responsive.
- 2) In exceptional circumstances, the tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 3) Bid evaluation will be based on the bid prices without taking into consideration the above changes.

13) Performance Security Deposit

- 1) Performance Security Deposit will be notified later by State Election Commission.
- 2) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 3) The proceeds of the performance security shall be payable to the tendering Authority as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 4) The Performance Security shall be denominated in Indian Rupees and shall be in the following form:
 - a. A bank guarantee issued by a nationalized / scheduled bank located in India or a bank located abroad acceptable to the tendering Authority, in the form provided in the bidding documents.
- 5) Within 15 days of the receipt of notification of award from "THE TENDERING AUTHORITY", the successful bidder shall furnish the performance security in accordance with the Conditions of The Contract, in the performance security form provided in the bidding documents in the proforma given with notification of award.

- 6) The validity of the Performance Security will be up to 3 more months after successful completion of performance obligations.

14) Clarification to tender documents

At any time after the issue of the tender documents and before the opening of the tender, the State Election Commission/Gujarat Informatics Limited may make any changes, modifications or amendments to the tender documents will be uploaded on GIL website as well as on <https://gil.nprocure.com>.

15) Receipt of tenders and tender Opening

- 1) Gujarat Informatics Limited shall be responsible for the proper receipt and safe custody of the tenders.
- 2) The tender shall be uploaded on <https://gil.nprocure.com> website in the given format.
- 3) Gujarat Informatics Limited may extend the last date and time for receiving tenders after giving adequate notice to all the bidders in cases where -
 - (1) The publication of the tender notice has been delayed.
 - (2) The communication of changes in the tender documents to the prospective bidders took time;
 - (3) Any other reasonable grounds exist, for such extension which shall be recorded in writing by the State Election Commission & Gujarat Informatics Limited

D. Contents of Envelopes

- 1) Envelope for the EMD and Bid Processing Fee.
- 2) Envelope shall be marked as Envelope for “**EMD & Bid Processing Fee**” for the tender for Preparation of Photo Electoral Roll for SEC.

E. SUBMISSION OF BIDS

1. Sealing and Marking of Bids

- All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned in the same using digital signature.
- Telex, cable, e-mailed or facsimile bids will be rejected.

2. Deadline for Submission of Bids

1. Bids must be submitted online through <https://gil.nprocure.com> not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for SEC/GIL, the bids will be received up to the appointed time on the next working day.
2. GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations

of GIL and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

3. Late Bids

Any bid received by GIL after the deadline for submission of bids prescribed for the SEC Office, will be rejected and/or returned unopened to the Bidder.

4. Withdrawal of Bids

- a. The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- b. No bid may be modified after the deadline for submission of the bids.
- c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid EMD.

F. BID OPENING AND EVALUATION OF BIDS

1) Opening of Bids by GIL/SEC

- 1) GIL/SEC will open all bids (only Technical Bids at the first instance) through the e-Tendering website of <https://gil.nprocure.com>, in the presence of Bidder or his representative who choose to attend, and at the following address:

**Gujarat Informatics Limited
Block No.1, 8th Floor,
Udyog Bhavan, Gandhinagar.**

- 2) The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.

2) Clarification of Bids

- 1) During evaluation of bids SEC/GIL may, at its discretion, ask the Bidder for a clarification of its bid. SEC/GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonable low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

3) Contacting SEC/GIL

- 3.1 No Bidder shall contact SEC/GIL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of SEC/GIL, he should do so in writing. SEC reserves the right as to whether such additional information should be considered or otherwise.
- 3.2 Any effort by a Bidder to influence SEC/GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

4) Evaluation and comparison of Bids

4.1 For technical evaluation and comparison of the bids, which have been determined to be substantially responsive pursuant to ITB clause 22, GIL will evaluate the technical bid as per the assessment procedure given in GR No TSP-2004-808-DST dated 30/07/2004. The committee will scrutinize techno-commercial offers and evaluate capability of vendors through presentations, demonstration, documents. etc.

4.2 The technical evaluation of bids will be done based on following three components only for those bidders who satisfy all the Eligibility Criteria (ITB Clause No. 2)

- Technical Bid Document which comprise Approach & Methodology Document
- Presentation on Approach & Methodology

4.3 Stages of Evaluation

1. **Eligibility Evaluation** – It should be required to match all the Eligibility Criteria for qualifying in next stage
2. **Evaluation of Technical Bid** – Bidder should require at least 60 technical score for qualifying in next stage.
3. **Presentation/Demonstration of Approach & methodology** - Bidder should require at least 60 score in the presentation for the next stage.
4. **Evaluation of Financial bid** – L1 bidder shall be selected based on quoted rates.
5. **Negotiation with L1 bidder**

4.4 For evaluation of Financial Bids, the without tax values will only be considered for comparison.

4.5 GIL/SEC reserves all the rights to split the work between two bidders or among many bidders who are ready to match negotiated L1 rates.

4.6 GIL/SEC's evaluation of a Bid will exclude and not take into the account any allowance for price adjustment during the period of the execution of the contract, if provided in the bid.

G. AWARD OF WORK

1) Award Criteria

- 1) The tender Committee present will award the contract to the successful Bidder whose bid has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2) The tendering Committee reserves the right to award the contract in parts to more than one bidder, provided further that the Bidders(s) are determined to be qualified to perform the contract satisfactorily.

2) Area of operation

Area of operation will be as prescribed in scope of work.

3) GIL/SEC's Right to Accept / Reject Any or All Bids

GIL/SEC reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the GIL's action.

4) Notification of Awards

- 1) Prior to the expiry of the period of the bid validity, SEC/GIL will notify the successful bidder in writing. The bidder will confirm the same in writing through registered letter.
- 2) The notification of award will constitute the formation of the Contract.
- 3) Upon the successful Bidder's furnishing of performance security pursuant to clause 33, SEC/GIL will promptly notify each unsuccessful bidder.

5) Signing of Contract

- 1) At the same time as SEC/GIL notifies the successful Bidder that its bid has been accepted, SEC/GIL will send the bidder the Contract Form provided by this office.
- 2) Within 15 days of receipt of the Contract Form, the successful bidder shall sign the contract and return it to SEC

6) Performance Security

- 1) Within 15 days of the receipt of notification of award from the SEC/GIL, the successful bidder shall furnish the performance security in accordance with the conditions of the contract, in the Performance

Security Form provided in the bidding document or in another form acceptable to SEC.

- 2) Failure of the successful bidder to comply with the requirement of Clause 30 or Clause 33 can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event SEC may take the award to the next lowest evaluated bidder or call for new bids.
- 3) The proceeds of the performance security shall be payable to SEC as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.
- 4) The performance security shall be denominated in Indian Rupees and shall be in the following form: A bank guarantee issued by a nationalized/ scheduled bank and following private sector banks located in India, in the form provided in the bidding documents.
 - ICICI Bank
 - HDFC Bank
 - IDBI Bank
 - Axis Bank
 - Kalapur Co-op. Bank

7) Corrupt or Fraudulent Practices.

- 1) GIL/SEC requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, SEC defines for the purposes of this provision, the terms set forth as follows:
- 2) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of SEC, 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 SEC of the benefits of the free and open competition;
- 3) SEC will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 4) SEC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- 5) The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders tender will be ineligible for further processing.

8) Interpretation of the clauses in the tender Document / Contract Document

- 1) In case of any ambiguity in the interpretation of any of the clauses in tender Document or the Contract Document, GIL/SEC's interpretation of the clauses shall be final and binding on all parties. However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to:

State Election Commission
Block no. 9, 9th floor,
New Sachivalaya,
Gandhinagar.

The Director (e-Governance)
Gujarat Informatics Ltd.
Block No.1, 8th Floor, Udyog Bhavan
Gandhinagar, Gujarat.

GIL/ SEC's may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document.

- 2) The decision taken by the tender Committee in the process of tender evaluation will be full and final.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1) "The Contract" means the agreement entered into between GIL/SEC and the Service Provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 2) "Bidder" means any agency that is participating in the tender process.
- 3) "SP" means Service Provider;
- 4) "Service Provider" means any agency who is a successful bidder and to whom the contract has been awarded.
- 5) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 6) "The Goods" means all the equipment, machinery and /or other materials which the Service Provider is required to supply to GIL/SEC under the Contract;
- 7) GIL means Gujarat Informatics Ltd;
- 8) SEC means State Election Commission;
- 9) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- 10) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- 11) "Day" means a working day.
- 12) "Unit" means one single office where the entire set up has to be provided.
- 13) "Office Completeness" means the site should be complete in all respects i.e.
 - ◆ Hardware is supplied, installed and commissioned
 - ◆ Requisite Software is installed
 - ◆ Requisite Application Software is installed.
 - ◆ Connectivity setup is established.
 - ◆ Requisite Manpower is deployed
 - ◆ The entire setup as defined in scope of work has become functional & the transactions can be done on computers.
- 14) "Maintenance" means
 - Taking care of the machine
 - Changing the Spares when they become faulty
 - Locate, remove, and repair technical faults.
 - Identify Software related problems such as run time error viruses etc. & reload the machines with Software

- Maintaining up time of at least 95%
- Housekeeping of all Hardware
- Ensuring continuous power supply to all machines during working hours.
- Any other task to be performed to keep the system functional.

15) Performance Standards

This factor incorporates the maintenance standards as defined below:

Service Level Standards: -

The agency has to meet the service level norms failing which the contract is liable to get cancelled.

- a) Install high quality hardware and peripherals at all sites to ensure minimum downtime.
- b) Provide skilled and efficient manpower to attain maximum production.
- c) Provide quality consumables like branded CDs, Paper, Toners, Tapes, etc.
- d) Absolutely avoid usage of low quality consumables, refilled toners, etc.

2. Application

- a) These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Use of Contract Documents and Information

- 1) The Service Provider shall not, without the GIL/SEC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of GIL/SEC in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2) Any document, other than the Contract itself, shall remain the property of GIL/SEC and shall be returned (in all copies) to GIL/SEC on completion of the Service Provider's performance under the Contract if so required by GIL/SEC.
- 3) The Service Provider shall permit GIL/SEC to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited.

4. Patent Rights

The Service Provider shall indemnify GIL/SEC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

5. Inspections and Tests

- 1) Authorized person in SEC will verify the work. If the work is not found as per the norms prescribed in the scope of work, they shall be generated again and again until they attain the prescribed norms and no extra payment will be made for the same. Verification will be done on the basis of document completeness.
- 2) No staff of SEC will be made available for the said work except for handing over and taking back the deliverable as mentioned in scope of work. The entire verification of work done will be done randomly and batch-wise by the SEC. It will be the onus of the bidder to ensure that the quality of the work is not compromised. If the quality is not satisfactory, it will amount to rejection of the entire batch. The bidder has to make a thorough verification of the quality at his own level.
- 3) The raw materials shall be handed over to the bidder / or his authorized agent at the starting of the work shall be return on completion of work in same condition to SEC or his authorized official.
- 4) The hard disk of the computers shall contain only the operating system, and the application software required for preparing the Photo Electoral Roll, and shall be formatted before leaving the premises for any reason.
- 5) The bidder has to submit the proposal for the work flow he intends to follow to ensure error free service. This will form a part of the technical bid.

6. Delivery and Documents

Delivery of the Goods shall be made by the agency in accordance with the terms specified by State Election Commission in the scope of work, tender document and notification of award.

7. Transportation

Where the Service Provider is required under the Contract to transport the goods to a specified place of destination within Gujarat defined as Project site, transport to such place of destination in Gujarat including insurance, as shall be specified in the Contract, shall be arranged by the Service Provider, and the related cost shall be included in the Contract Price.

8. Incidental Services

The Service Provider is required to provide the following services, including additional services, if any.

- 1) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- 2) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 3) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 4) Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the tender notification.

9. Payment

25% shall be made against the delivery of soft data of Electoral Roll with Photo along with other deliverables as prescribed in the deliverables.

50% shall be made after the random verification of data by District Election Officer & Collector / District Municipal Election Officer & Collector / City Election Officer & Collector and official of the State Election Commission with miniature sheets & the satisfactory completion of the whole work.

25% shall be made after successful completion of particular election.

Any penalties imposed on the agency for non-performance and delay in delivery will be deducted from the payments.

All work contract tax, service tax and income tax will be deducted at source as per the prevalent rules & regulations at the time of making payments to the Bidder during the billing cycles.

Payment will be made within a month's time from the date of receipt of bill, provided there is no dispute.

10. Change Orders

- 1) GIL/SEC may at any time, by written order given to the Service Provider, make changes within the general scope of the Contract in any one or more of the following:
 - a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for GIL/SEC;
 - b) The place of work
 - c) The place of delivery; and/or
 - d) The Services to be provided by the Service Provider.
 - e) The Quantity of goods to be supplied & or the locations of supply.
- 2) If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of GIL/SEC's change order.

11. Delays in the Service Provider's Performance

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/SEC.
- 2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/SEC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, GIL/SEC shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly. The supply, installation &

commissioning of Hardware & software at all locations shall be completed within 15 days from the date of signing the Contract Agreement.

12. Penalty Clause

- 1) If the Service Provider is not executing the contract to the satisfaction of GIL/State Election Commission then he may invoke any or all of the following clauses.
 - Forfeit the performance Guarantee Amount. **Or**
 - Impose a proportionate penalty of the delivered price of the Goods or unperformed services. **Or**
 - Terminate the contract without giving any notice.
- 2) In case of loss of cartridge tapes, or DATs or Video Cassette by the agency Rs1000/- per MB will be recovered.
- 3) In case of delay in delivery, 2 % of the amount payable to the agency per week will be charged.

13. Termination for Default or Otherwise

- 1) GIL/SEC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
 - a) if the Service Provider fails to deliver any or all of the Goods/Services within the period(s)/schedule specified in the Contract,
 - b) if the Service Provider fails to perform as per the performance standards.
 - c) If the Service Provider, in the judgment of GIL/SEC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 2) In Circumstances mentioned in a, b, c above SEC may exercise the following option: -
 - a. Direct the agency to leave the Hardware/Software in the offices of the SEC officer and terminate the Contract.
- 3) In case of premature termination of Contract for no fault of Service Provider SEC may exercise the following options:-
 - a) Direct the agency to take back the Hardware and without any additional compensation.
 - b) Direct the agency to leave behind the Hardware & pay him the cost of Hardware less the depreciation as per the Income Tax Act / Rules. The SEC may consult GIL as to the genuine

cost of Hardware. SEC may also take suitable decision as to the system/platform software in consultation with GIL.

14. Force Majeure

- 1) For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2) If a force Majeure situation arises, the Service Provider shall promptly notify GIL/SEC in writing of such conditions and the cause thereof. Unless otherwise directed by GIL/SEC in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

15. Termination for Insolvency

GIL/SEC may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to GIL/SEC.

16. Resolution of Disputes

The matter regarding any dispute shall first be sorted out at the level of SEC, Gandhinagar, Gujarat in consultation with GIL. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.

17. Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes.

18. Binding Clause

All decisions taken by GIL/SEC regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

20 Manpower Support:

- 1) The service provider will be bound to supply Support Manpower with good antecedents as specified in the Manpower deployment Plan.
- 2) All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.
- 3) In case of absence of any of his employee, the service provider should provide alternative person the next day.
- 4) The service provider should ensure that the behavior of manpower is decent. The service provider will be held responsible for indecent behavior of manpower, & such employees should be immediately replaced when such matter is reported.
- 5) All statutory obligations of the service provider towards his employees shall be fulfilled by him and SEC shall not be responsible for any such obligations.

21. GIL/The SEC, Gandhinagar, reserves the right:-

To vary, modify, revise, amend or change any of the terms and conditions mentioned above; **or**

To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

22. The decision regarding acceptance of tender by GIL/SEC will be full and final.

23. Conditional tenders shall be summarily rejected.

24. SEC is free to phase out the work if it feels it necessary.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

1 Service Provider's Integrity

The Service Provider is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

2 Service Provider's Obligations

- 1) The Service Provider is obliged to work closely with SEC's staff, act within its own authority and abide by directives issued by SEC
- 2) The Service Provider will abide by the job safety measures prevalent in India and will free SEC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold SEC responsible or obligated.
- 3) The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 4) The Service Provider will treat as confidential all data and information about SEC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SEC

3 Hardware Installation

The Service Provider is responsible for all deliveries, unpacking, assemblies, wiring, installation, cabling between hardware units and connecting to power supplies. The Service Provider will test all hardware operation and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

4 Inspections

GIL will do the technical inspections as required. Vendor will provide all assistance to SEC/GIL staff to enable periodic technical/administrative/operational verification of the system.

SECTION V: TECHNICAL BID FORMAT

Particulars	Criteria	Max Marks
Year of Establishment	3 years to 5 years =1 More than 5 years =2	2
Quality certifications (ISO,SEI-CMM Level)	ISO/CMM Level certified = 2 otherwise 0	2
Annual Turnover of Last Three years in Crore		
2011-12	>=200 lacs & <250 lacs==1 >=251 lacs & <300 lacs==2 >=301 lacs==3	3
2012-13	>=200 lacs & <250 lacs==1 >=251 lacs & <300 lacs==2 >=301 lacs==3	3
2013-14	>=200 lacs & <250 lacs==1 >=251 lacs & <300 lacs==2 >=301 lacs==3	3
Support Network in the state of Gujarat		
Development Centre	(1,2)=1,(3,5)=2,>6=3	3
Head Office	(1,2)=1,(3,5)=2,>6=3	3
Support Centre	(1,2)=1,(3,5)=2,>6=3	3
Repair/Workshop Facility	(1,2)=1,(3,5)=2,>6=3	3
Existing Infrastructure		
Software (Details of Lic. Server Os, Desktop OS, CD Read/write Software, Document Management Software)	Available	4
Hardware(No. of desktop PCs, Servers, Scanners, CD/DVD writers, printers, Backup Devices etc.)	(1,10)=1,(11,20)=2,>21=3	3
	(1,10)=1,(11,20)=2,>21=3	3
	(1,10)=1,(11,20)=2,>21=3	3
	(1,10)=1,(11,20)=2,>21=3	3
Backup Devices	if yes =1 otherwise 0	1
Connectivity	if yes =1 otherwise 0	1
	if yes =1 otherwise 0	1
	if yes =1 otherwise 0	1
Manpower Details		
No. of Employee in Project Management	(1,5)=3,(6,10)=4,>11=5	5
No. of Data Entry Operators	(1,5)=3,(6,10)=4,>11=5	5
No. of Quality Control Operators	(1,5)=3,(6,10)=4,>11=5	5
No. of System Administrators	(1,5)=3,(6,10)=4,>11=5	5
No. of Support Staff	(1,5)=3,(6,10)=4,>11=5	5
Experience of Computerization of Work of Election Department or Experience of Providing Similar Outsourcing Services.	(1,5)=5,(6,10)=10,>11=15	15
Experience of Similar Kind of Projects Above 25 Lacs Only	(1,5)=5,(6,10)=10,>11=15	15
Total		100

SECTION VI: FINANCIAL BID FORMAT

Sr. No.	Particulars of work/ Description of item	Rate (Rs.)
1	<p>Charges for preparing electoral rolls of Local Self Government Bodies from the electoral rolls of the Legislative Assembly. (Per Voter)</p> <ul style="list-style-type: none"> • A database/ CD will be availed for the same. • In Local Self Government Bodies wise VPs/ TPs / DPs / NPs / MNPs, wise ward /constituency wise / Polling booth wise electoral roll shall be prepared by cut-paste from the data base of electoral roll of Legislative Assembly. (Average 800 voters per polling booth) 	
2	Charges for Minor revision every year after preparing original electoral rolls of Local Self Government Bodies.	
3	Man-month charges for necessary additions - alterations regarding deaths / transposition of voters and additions of new voters during the year.	

General Terms & Conditions

- 1) The Contractor shall make his own arrangements for the engagement of all workmen local or otherwise and for the transport, lodging and boarding.
- 2) The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in whatsoever reasons including inter alia.
 - I Force majored
 - II Act of God
 - III Act of enemies of the State of any other reasonable cause beyond the control of the State Election Commission, District Election Officer/District Municipal Election Officer. City Election Officer,
- 3) All works under or in course of execution or executed in pursuance of the contract shall at all time be open for the inspection and supervision of the SEC respective District Election Officer & Collector /District Municipal Election Officer & Collector and City Election Officer, & Collector and his subordinate authorized representatives.
- 4) **All works under or in course of execution should as far as possible be carried out at district headquarter. In any case the works should not be carried out outside the boundaries of Gujarat State.**
- 5) In case of Contractor being a partnership firm, no change in the constitution of the firm shall be carried out by the Contractor without written permission of the State Election Commission.
- 6) Except otherwise specified in the contract and subject to the powers delegated to him by Government under the code and rules then in force, the decision of the State Election Commission shall be final, conclusive and binding on all parties to the contract on all questions relating to the meaning of the specifications, and instruction herein before mentioned and as to the quality or workmanship of the work.

- 7) No compensation shall be allowed for any delay caused in the starting of the schedule of the work on account of any natural calamities or any other reason whatsoever beyond control of the S.E.C.
- 8) State Election Commission, and respective District Election Officer & Collector /District Municipal Election Officer & Collector / City Election Officer & Collector both must be kept informed of the progress of the work periodically as decided.

ANNEXURE - 1

BIDDER'S AUTHORISATION CERTIFICATE

To,
Gujarat State Election Commission,
Block no. 9, 9th floor,
New Sachivalaya,
Gandhinagar, Gujarat

<Bidder's Name> _____,
<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company in dealing with tender of reference <tender Name, Dept & Date> _____. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory.

<Bidder's Name>

Seal

ANNEXURE-2

Self-Declaration

Ref: _____

Date:

To,

**Gujarat State Election Commission,
Block no. 9, 9th floor,
New Sachivalaya,
Gandhinagar, Gujarat**

In response to the tender _____ dt.
_____ of Dept. _____

as a owner/partner/Director of _____ I

/ We hereby declare that our Agency _____ is having
unblemished past record and was not declared ineligible for corrupt &
fraudulent practices either indefinitely or for a particular period of time.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

ANNEXURE-3

Certificate of Conformity

Date:

To,

**Gujarat State Election Commission,
Block no. 9, 9th floor,
New Sachivalaya,
Gandhinagar, Gujarat**

CERTIFICATE

This is to certify that, the approach & methodology for doing the work which I have mentioned in the submitted documents, and which I shall supply if I am awarded with the work, are in conformity with the specifications in the tender document.

I also certify that the price I have quoted is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in General Condition of Contract.

Name:

Designation:

Seal:

Annexure 4

Self-Declaration

The
Sir/Madam,
Having examined the Bidding Documents including Bid No.: -----
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to
provide services for -----
-----.

We undertake, if our bid is accepted, to provide services, in accordance with the terms and conditions in the Tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and 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.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any Govt. Department or its PSU in Gujarat Government in the past 5 years, ending on 31st March, 2013. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any Govt. Department or its PSU in Gujarat.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2014

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of _____

